

न्यूक्लियर पावर कार्पोरेशन ऑफ इण्डिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LTD.

(भारत सरकार का उद्यम)

(A Government of India Enterprise)

रावतभाटा राजस्थान साइट

Rawatbhata Rajasthan Site

संविदा एवं सामग्री प्रबंधन – कार्य समूह

डाक : अणुशक्ति (वाया : कोटा), राजस्थान : 323303

Contracts & Material Management-Works Group

PO: Anushakti (via : Kota), Rajasthan : 323303



ई-निविदा दस्तावेज

E-TENDER DOCUMENT

For

Name of Work :- Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site.

कार्य का नाम :- रापबिघ-3 एवं 4 संयंत्र स्थल पर मुख्य संयंत्र भवन, कैंटीन, प्रशासनिक भवन में विविध निर्माण कार्यों जैसे मुख्य संयंत्र की बाउंड्री वॉल तथा नई कार पार्किंग की सुविधा आदि सहित जॉब शैक में एवं प्रसाधनों में फ्लोर तथा टाइल्स को बदलकर कैंटीन एवं प्रसाधनों की मरम्मत एवं रख-रखाव।

TENDER NO. : NPC/RRS/34/2024/CPT-A2789

निविदा संख्या : एनपीसी/आरआरएस/34/2024/CPT-A2789

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Technical Bid (Part-I)

तकनीकी बोली (भाग- I)

SECTION – I

NOTICE INVITING TENDER,

Online tenders are invited through e-tendering mode by competent authority, for and on behalf of NPCIL from eligible bidders for the work and details given below:

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GENERAL DETAILS

1.	Tender No.	NPC/RRS/34/2024/CPT-A2789
2.	Name of work	Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site.
3.	Place of work	RAPS-3&4
4.	Estimated cost of the work inclusive of all taxes	₹ 2,11,08,672/-
5.	Bid Security	₹ 4,22,173/-
6.	Mode of bid security submission	1. Online Payment 2. Credit / Debit Card
7.	Mode of tender	Public Item rate Domestic bidding Two-part bid
8.	Completion period	18 (Eighteen) Calendar Months
9.	Tender fees	Zero
10.	Availability of tender on websites	a) For downloading and submission: https://etenders.gov.in/eprocure/app b) For free view only: https://etenders.gov.in/eprocure/app
11.	Tender Download/sale start date	On website https://etenders.gov.in/eprocure/app From: 29.10.2024 (11:00 Hrs.) Up to: 19.11.2024 (11:00 Hrs.)
12.	Online queries	Last date and time of uploading queries/clarifications on https://etenders.gov.in/eprocure/app From: Date: 29.10.2024 , Time: 11:00 Hrs. Up to: Date: 05.11.2024 , Time: 15.00 Hrs.
13.	Pre-bid meeting	Applicable (Mode: in person) Meeting: Date: 07.11.2024 Time: 11:00 Hrs
14.	Submission of bid	Start Date and time of submission of bid Date: 12.11.2024 Time: 11:00 Hrs Last date and time of submission of bid: Date: 19.11.2024 Time: 11:30 Hrs
15.	Opening of Part-I bid of two-part tender/opening of single part tender	Date: 20.11.2024 Time: 12:00 Hrs The status of bid can be seen at CPP Portal (https://etenders.gov.in/eprocure/app) (after opening of the bid.

Tender No : NPC/RRS/34/2024/CPT-A2789

16.	Opening of financial bids in two-part bid	The status of bid can be seen at CPP Portal (https://etenders.gov.in/eprocure/app) after opening of the bid.
17.	Competent authority inviting tender	Maintenance Superintendent, RR Site, Unit-3&4
18.	Email address for correspondence regarding anything which is not covered under CPPP Functionalities or in case CPPP Functionality exists but it is not adequate, such as: sending of representation against Part-1 Evaluation, file size restriction etc.	etqueries.rrs@npcil.co.in विनोद जोशी प्रमुख, सीएवंएमएम (कार्य समूह), आर आर साइट Vinod Joshi, Head, C&MM (WG), RR Site Phone No. 01475-242032 Fax No. - 01475-242357
19.	Help Desk	For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002 0120-4001 005 0120-6277 787 0120-4711 508 Email Support: Technical - (support-eproc@nic.in) Policy Related - (cphp-doe@nic.in) (Enquiry will be entertained only on working days and during office hours)
20.	Contact details of Independent External monitors (IEM) (For tenders of estimated cost of rupees ten crores and above only)	<u>Not Applicable</u>

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NOTICE INVITING TENDER

(PART-1 or OPERATING PART)

PRE-QUALIFICATION CRITERIA

1.0 Work experience:

1.1. Similar Works:

The bidder shall have the experience of similar works satisfying the following eligibility criteria during last seven years ending last day of month, previous to the commencement date of sale/download of tender:

- a) Three similar completed works each of value not less than 40% of the estimated cost put to tender.

or

- b) Two similar completed works each of value not less than 50% of the estimated cost put to tender.

or

- c) One similar completed work of value not less than 80% of the estimated cost put to tender.

1.2 Definition of similar work:

Experience in any one or more of the following:

- a) **Civil Maintenance of Buildings or Civil Structure.**

- b) **Construction of Buildings or Civil Structures.**

Note: (with or without supply of material for a to b).

1.3 Notes:-

- 1.3.1** The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material.

- 1.3.2** Completed Work shall be work completed in all respect against a Contract awarded to the Bidder for which a completion certificate or similar documentary evidence certifying completeness of work is issued by client. The completed work means works which are completed on or before the last date of month, previous to the commencement date of sale/download of tender.

- 1.3.3** In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month, previous to the commencement date of sale/download of tender) and completed within the said eligibility period of 7 years, then the full value of work shall be considered against eligibility.

- 1.3.4** Full value of experience will be considered against eligibility for work experience gained as a proprietorship firm or a partnership firm/LLP or a Company or any other legal entity, only in case the bidder is participating in the same name and style. In case of a partnership firm/LLP, if the bidder is claiming experience of previous firm having different name and/or style than the partnership firm/LLP which is participating in bid, then such work experience shall not be considered.

In case of a proprietorship firm, if the bidder is claiming the work experience earned as a partner in a partnership firm/LLP, then the same shall not be considered.

But if the experience has been earned by the bidder as a partner in a Joint Venture /Consortium, then the proportionate value of experience in proportion to the actual

share of bidder in that joint venture/ consortium will be considered against eligibility. The bidder shall furnish information regarding the actual percentage of share and value of experience accordingly.

- 1.3.5** The bidder shall upload details of work executed by them in the excel sheet (Format-2 of NIT) for the works to be considered for qualification of work experience criteria. The work experience listed in excel sheet (Format-2) without uploading any documentary proof shall not be considered for evaluation purpose. The documentary proof of work uploaded without listing the same in excel sheet shall not be considered for evaluation. The following documentary proof are to be uploaded by the bidder:

1.3.5.1 For works executed for Government/Government Autonomous bodies/Public Sector Units, the bidder shall upload following documents-

- a) Work order/purchase order/agreement with bill of quantities and rates.
- b) Completion Certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost. The above desired information can be submitted as part of one or more document.

In case of issue of extension to existing work order with new PO (Purchase Order)/WO (Work Order) number(s), completion certificate or similar documentary evidence certifying completeness of work issued by client shall clearly mention that PO (Purchase Order)/WO (Work Order) with new number(s) are issued as extension(s) to existing work order and belong to the same work in continuation.

- c) Clubbing two or more work orders in one completion certificate shall not be considered for evaluation if individual work order details (completion cost, date etc) is not indicated in single completion certificate. In such cases, bidders shall submit completion certificate or similar documentary evidence certifying completeness of work issued by client for each individual work order.

1.3.5.2 For works executed for clients other than Government/Government Autonomous bodies/Public Sector Units, the bidder shall upload following documents -

- a) Work order/purchase order/agreement with bill of quantities and rates.
- b) Completion certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost. The above desired information can be submitted as part of one or more document.

In case of issue of extension to existing work order with new PO (Purchase Order)/WO (Work Order) number(s), completion certificate or similar documentary evidence certifying completeness of work issued by client shall clearly mention that PO (Purchase Order)/WO (Work Order) with new number(s) are issued as extension(s) to existing work order and belong to the same work in continuation.

- c) Clubbing two or more work orders in one completion certificate shall not be considered for evaluation if individual work order details (completion cost, date

etc) is not indicated in single completion certificate. In such cases, bidders shall submit completion certificate or similar documentary evidence certifying completeness of work issued by client for each individual work order.

- d) Certificate for bill wise payment received by the bidder and their respective TDS amount for works executed duly certified by a practicing Chartered accountant on its letter head with Membership no/FRN and UDIN. The information shall be uploaded in excel sheet (Format-4 of NIT).

1.3.6 Composite work where only a part of a completed composite work satisfies above criteria of similar work, value of that part only shall be taken as “similar completed work” under 1.1 (a) or (b) or (c) above. Composite work shall mean "a work comprising of items of works of different type/ nature/Engineering”. The bidder shall also upload the following details and documents:

- i. Statement of final bill /last bill showing quantity of all items executed under the contract and the total value in such statement should match with the amount mentioned under final value of work done in completion certificate or similar documentary evidence certifying completeness of work issued by client.
- ii. Statement of all items and their quantities segregated from final bill / last bill which are fulfilling the criteria of similar work and their total amount for consideration of work experience certified by client.

1.3.7 Work executed for foreign/Indian clients abroad:

1.3.7.1 Work order/purchase order/agreement with bill of quantities and rates. The details shall be uploaded in excel sheet as per Format-6.

1.3.7.2 Completion Certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost. The above desired information can be submitted as part of one or more document.

In case of issue of extension to existing work order with new PO (Purchase Order)/WO (Work Order) number(s), completion certificate or similar documentary evidence certifying completeness of work issued by client shall clearly mention that PO (Purchase Order)/WO (Work Order) with new number(s) are issued as extension(s) to existing work order and belong to the same work in continuation.

Clubbing two or more work orders in one completion certificate shall not be considered for evaluation if individual work order details (completion cost, date etc) is not indicated in single completion certificate. In such cases, bidders shall submit completion certificate or similar documentary evidence certifying completeness of work issued by client for each individual work order.

1.3.7.3 The bidder shall get the work order/purchase order/agreement along with bill of quantities and rates and completion certificate or similar documentary evidence certifying completeness of work issued by the client attested by the Indian Embassy/Consulate / High Commission in the respective country.

1.3.7.4 Provided further that bidders from member countries to the HAGUE convention, 1961 are permitted to submit requisite documents with “Apostille stamp” affixed by Competent Authorities designated by the government of respective country which would be acceptable in lieu of attestation from the Indian Embassy/ Consulate/ High Commission in their respective countries.

1.3.7.5 In the event of submission of completion certificate or similar documentary evidence certifying completeness of work issued by the client by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy/Consulate / High Commission in the respective country.

1.3.8 a) The work done in foreign currency shall be converted to Indian rupees as per bills selling exchange rates notified by The State Bank of India prevailing on the actual date of completion of work.

b) The value of work done meeting prequalification criteria shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum for work done in India and 2% per annum for work executed outside India, calculated from the date of completion of work to the last day of month previous to the commencement date of sale/download of tender on prorated basis. The work done in foreign currency before escalation shall be converted to Indian rupees. The date of completion shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale/download of tender shall be included for the purpose of calculating escalation.

1.3.9 Work experience certificate issued by private individuals shall not be accepted.

1.3.10 Certificates in the name of other companies:

1.3.10.1 Certificates of Subsidiary/Group Companies:

Company/firm can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company shall not be considered. Further, the financial parameters of the subsidiary or Parental Company cannot be used by the other one for qualification.

1.3.10.2 Merger/ Acquisition of Companies:

In case of a Company / firm, formed after merger and/or acquisition of other companies / firms, past experience and other antecedents such as financial parameters (viz. turnover, profit before tax, net worth/solvency/Credit Rating/Line of Credit, bid capacity) of the merged / acquired companies/firms will be considered for qualification of such Company / firm.

1.3.11 The work experience in any of the following case shall not be considered for evaluation:

a) The work completion certificate or similar documentary evidence certifying completeness of work issued by client mentions unsatisfactory/poor performance or the client report mentions unsatisfactory/poor performance such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, history of litigation resulting in award against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.

b) The work order which has resulted in banning (or any other term meaning the same) of the bidder.

1.3.12 In case of public private partnership if the bidder has executed a work for a concessionaire, then the work experience certificate issued by such concessionaire or the public authority concerned will also be accepted.

2.0 Financial criteria:

2.1 Average annual financial turnover:

Average annual financial turnover of bidder should be at least 30 % of the estimated cost put to tender during the immediate last three consecutive financial years previous to the one in which tender sale/download has been commenced as published on e-tendering portal. In case the Bidder has been in existence for less than three financial years, still the average annual turnover shall be calculated assuming that the Company has existed for 3 years.

2.2 Profit Before tax (applicable for tenders of estimated cost put to tender of ₹ 10 Crores and above):

The profit before tax (PBT) of bidder should be positive in at least three years during last five consecutive financial years previous to the one in which tender sale/download has been commenced as published on e-tendering portal. In case bidder has been in existence for less than 5 years, the profit before tax shall be positive for minimum 2 years since its existence.

2.3 Solvency or Net worth or Credit Rating or Line of Credit:

Solvency:

Solvency Certificate in the format as per Appendix-5 issued by a Nationalized or any Scheduled Bank (other than Cooperative Bank) in favour of the bidder should be for a value not less than at least 40% of Estimated Cost put to tender. The solvency certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a scanned copy along with the bid. A notarized copy of solvency certificate shall be submitted along with other notarised documents as per Clause 20.2 of Part-2 (standard part).

OR

Net worth:

Net Worth of the Bidder as per the latest audited financial year previous to the one in which tender sale/download has been commenced as published on e-tendering portal shall be at least 10 % of estimated cost put to tender.

Also, Net Worth of the Company has not been eroded by more than 30% in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender.

The definition of Networth for the above criteria shall be:

Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include

reserves created out of revaluation of assets, write back of depreciation and amalgamation.

The Net worth Certificate issued by practicing Chartered Accountant as per Appendix 11 with his seal, signature, membership number/ FRN and UDIN shall be submitted by the bidder to substantiate their claim.

OR

Credit Rating:

Evidence of the credit rating of the bidder for long term debts (valid as on commencement date of sale/download of tender, if rated) by any of the RBI approved rating agency shall be at least “Investment Grade” (as per RBI Guideline).

Copy of rating certificate or certified pdf copy of relevant page(s) of Annual Report reflecting Credit Rating duly certified by practicing Chartered Accountant on its letterhead with his seal, signature, membership number/ FRN and UDIN shall be submitted by the bidder to substantiate their claim should be submitted.

OR

Line of Credit:

Bidder shall submit documentary evidence from a Nationalized or any Scheduled Bank (other than Cooperative Bank), stating that in the event of the contract being awarded to the bidder, they will provide, if need arises, line of credit to the bidder for an amount of not less than 40% of estimated cost put to tender.

The line of credit certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a scanned copy along with the bid. A notarized copy of line of credit certificate shall be submitted along with other notarised documents as per Clause 20.2 of Part-2 (standard part).

2.4 Bid Capacity

For tenders of estimated cost put to tender of ₹ 10 Crores and above, bidders who meet minimum criteria will be qualified only if their available bid capacity is more than the bid value i.e., estimated cost put to tender. The bid capacity of the contractor shall be determined by the following formula:

$$\text{Bid Capacity} = (A \times N \times 2) - B$$

Where,

‘A’ = maximum value of works executed in any one year during last five financial years.

‘B’ = Value of existing commitments and ongoing works calculated from last date of month previous to one in which this NIT has been published, to be completed in the next ‘N’ years.

‘N’ = Number of years prescribed for completion of the subject contract.

Ongoing Works also include work under extension.

Maximum value of works executed (“A”) would represent the highest turnover among the last 5 financial years.

The above financial data (i.e., value of works executed in any one year i.e., annual turnover) will be brought to current costing level by enhancing the actual value of

work at simple rate of 7% per annum or part thereof calculated from the last date of that financial year. The last date of that financial year shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale/download of tender shall be included for the purpose of calculating escalation.

Bid Capacity has to be submitted by the bidder in Format 7 of NIT and the same shall be certified by the chartered accountant with his seal, signature, membership number/ FRN and UDIN.

If it is found at any stage that the bidder has submitted incorrect data for assessment of bid capacity the bid or if the work is awarded the work order shall be rejected/cancelled and other penal action as per NIT and GCC shall be taken.

2.5 The bidders should note the following:

- 2.5.1** Bidder shall upload details containing Financial data viz. Annual turnover, Profit before tax, Net worth in a certificate (as per Format-3 of NIT) duly certified by practicing Chartered Accountant on its letterhead with his seal, signature, membership number/ FRN and UDIN. And the same financial data as per Chartered Accountant's Certificate shall be listed by Bidder in excel sheet (as per Format-3 of NIT).

In case balance sheet of the last financial year is not audited, the bidder has to upload a certificate from a practicing Chartered Accountant on its letterhead with his seal, signature, membership number/ FRN and UDIN, certifying that "the balance sheet for the preceding year has not been audited so far". In such case the financial data of one more preceding audited financial year as applicable shall be submitted by the Bidder for evaluation purpose. Further, if data of any preceding year as above is not submitted by bidder, same shall be considered zero during evaluation.

- 2.5.2** There is no need to upload voluminous balance sheet. Further financial details and related supporting documents, if required may be asked from bidder after opening of Part 1 bid.
- 2.5.3** In case of any mismatch in details of excel sheet and uploaded document, details given in uploaded document certified by CA with seal, signature, membership number/ FRN and UDIN shall be considered for Part-1 evaluation.

3.0 EPF (Employees' Provident Fund) registration:

- 3.1** The bidder shall possess EPF registration and upload valid EPF registration along with the bid.
- 3.2** The EPF registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

4.0 PAN (Permanent Account Number):

The bidder shall possess PAN card and upload valid PAN card along with the bid.

5.0 ESI (Employee State Insurance) registration -

- 5.1** The bidder shall possess ESI registration and upload valid ESI registration along with the bid.
- 5.2** The ESI registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

6.0 Additional Pre-qualification criteria (if applicable):

- 6.1** The Bidder shall possess an electrical contractor license issued by Electrical Inspectorate or other appropriate authority of any State Government/ Union Territory Administration and shall upload the same along with the bid. Applicability of same shall be as stipulated in Schedule A.
- 6.2** Additional Technical qualifying criteria, if any.
- 7.0 Joint Venture (Unincorporated)/Consortium:**
- 7.1** The use of word Joint Venture(s) /JV anywhere in this clause refers to “unincorporated Joint Venture(s)/JV”.
- 7.2** Joint ventures (JV) / Consortium shall be allowed as stipulated in Schedule A.
- 7.3** In case of Joint Venture (Unincorporated)/Consortium, the provisions as per clause no. 30 of Part 2(Standard Part) of NIT shall be read in conjunction with provisions as per Part 1(Operating Part) of NIT for meeting Pre-Qualification eligibility criteria.
- 7.4** Number of members in a JV /Consortium shall not be more than three.
- 7.5** A member of JV/Consortium shall not be permitted to participate either in individual capacity or as a member of another JV/Consortium in the same tender.
- 7.6** The bid document shall be downloaded and uploaded only in the name of Lead Partner and not in the name of other constituent members.
- 7.7** One of the members of JV/ Consortium shall be the lead member of the JV/Consortium who shall have a majority (at least 51%) share of interest in the JV/Consortium. The partners having less than 20 % participation will be termed as non-significant partners and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- 7.8** The lead member of JV/Consortium shall not be foreign company/entity. Foreign company/entity can participate only as other than lead member in JV/Consortium through subsidiary company formed in India.
- 7.9** The members of JV/Consortium shall not be itself a JV/Consortium.
- 7.10 Credentials & Qualifying Criteria:**
- 7.10.1 Work Experience**
- a) In case of Joint Venture/Consortium the works done either by the same joint venture (or consortium) or any member of the Joint Venture/ Consortium shall be considered for this criterion. The work of each member, if done in Joint Venture/Consortium will be taken as per the percentage participation i.e., value of a completed work done by a Member in an earlier Joint venture/ Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium.
 - b) In case of joint venture / consortium, full value of work if done by the same joint venture/consortium shall be considered.
 - c) In case of work experience of individual members being considered for PQ (Pre-Qualification) evaluation:
 - i. For compliance with one completed work of 80% of estimated cost by lead partner will only be considered.

- ii. For compliance with two completed works of 50% of estimated cost, minimum one work of lead partner is required.
- iii. For compliance with three completed works of 40% of estimated cost, minimum one work of lead partner is required.

7.10.2 Financial Criteria

- a) Average Financial Turnover and Net Worth/Solvency/Line of Credit will be based upon weighted average as per their percentage share of participation in the joint venture / consortia.
- b) Credit Rating (if submitted) shall be met by all the JV/Consortium Partners individually.
- c) To qualify Net Worth/Solvency/Credit Rating/Line of Credit criteria, all partners of JV/Consortium shall meet the same type of financial criteria.
- d) The Profit before Tax (PBT) criteria shall be met by all the JV/Consortium Partners individually.
- e) For Bid Capacity, in case of JV/Consortium, all the partners/participants must furnish the details of existing commitments and balance amount of ongoing works with each member of JV/Consortium and also the works which are awarded to tenderer but yet not started upto last date of month previous to one in which this NIT has been published. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly certified verified by a practicing Chartered Accountant.

Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV/Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium for the purpose of satisfying his/her compliance to the above-mentioned bid capacity criteria.

- f) In the case of joint venture / consortia, bid capacity of each member will be computed applying above formula (mentioned at clause no. 2.4 of Part-1(Operating Part) of NIT) and combined bid capacity of the joint venture /consortia will be weighted average of the individual bid capacity of the members as per their percentage share of participation in the joint venture / consortia.

Example for calculation of bid capacity in case of JV / Consortium:

Suppose there are 'P' and 'Q' members of the JV/Consortium with their participation in the JV/Consortium as 70% and 30% respectively and available bid capacity of these members as per above formula (mentioned at clause no. 2.4 of Part-1(Operating Part-1) of NIT) individually works out 'X' and 'Y' respectively, then Combined Bid Capacity of JV/Consortium shall be as under:

Combined Bid Capacity of the JV/Consortium = $0.7X + 0.3Y$.

- g) IBC (Insolvency and Bankruptcy Code) details/declaration shall be submitted by all the JV/Consortium Partners individually and all shall meet criteria as per clause no. 11.4 individually.
- h) Along with bid all partner of JV/Consortium shall submit permanent account number (PAN) and GSTIN.

8.0 MSE (Micro and Small Enterprises):

Applicability for exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit) subject to meeting of quality and technical specifications shall be as specified in clause no. 25 of Standard Part (Part 2) of NIT and Schedule A for eligible MSE(s).

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications shall be as specified in clause no. 25 of Standard Part (Part 2) of NIT and Schedule A for eligible MSE(s).

9.0 Start-up:

Applicability for exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit) subject to meeting of quality and technical specifications shall be as specified in clause no. 32 of Standard Part (Part 2) of NIT and Schedule A for eligible Startup(s).

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications shall be as specified in clause no. 32 of Standard Part (Part 2) of NIT and Schedule A for eligible Startup(s).

10.0 Make in India:

Eligibility of Class-I, Class-II Local Supplier as per “PPP-MII Order 2017” for participation under this tender shall be as specified in clause no. 33 of Standard Part (Part 2) of NIT and in Schedule-A.

11.0 GENERAL ELIGIBILITY CRITERIA

The bidders who do not meet following eligibility criteria are ineligible to participate in the tender. Their bids shall not be considered for evaluation.

11.1 A Bidder may be a natural person, private entity, government-owned entity, PSU, Government Autonomous Bodies, Joint Venture Company (JVC), Joint Venture (unincorporated), Consortium or any other legal entity. Joint Venture (unincorporated)/Consortium are not permitted to participate in bidding process until unless specifically permitted in the bid document.

11.2 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified and bids submitted by such bidders shall be summarily rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) A bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- b) A bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Corporation or as engineer-in-charge for the contract.

- c) One firm/entity applies for bid both as an individual firm/entity and as part of joint venture/consortium/partnership firm/LLP.
 - d) If bidders in two different bids have controlling shareholders in common.
 - e) Submit more than one bid.
 - f) One firm/entity applies for bid as a part of two different joint venture/consortium/partnership firm/LLP.
- 11.3** The bid without stipulated bid security amount / MSE registration certificate/Start-up Registration Certificate shall be summarily rejected.
- 11.4 Insolvency and Bankruptcy Code (IBC), 2016**
- 11.4.1** The Bidders shall be ineligible to participate in the bid and hence disqualified in case of following:
- a) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 or as amended from time to time.
 - b) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage before award of work.
- 11.4.2** It will be the responsibility of the bidder to inform within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- 11.4.3** If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected.
- 11.4.4** Corporation reserves the right to cancel/terminate the contract without any liability on the part of Corporation immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- 11.4.5** Corporation shall finalize the tender without considering the bid of the bidder undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering. The bid of such Bidder shall be rejected as being disqualified.
- 11.4.6** The bidder has to submit self-declaration of proceedings under IBC as per Appendix-12.
- 11.5** The bidder who has been blacklisted / de-registered / holiday listed/debarred/ banned for business dealing /any other term meaning the same by NPCIL or any other Competent Authority restricting the bidder from participating in tenders/contracts of Government or CPSEs and applicable to NPCIL shall not be eligible for participation in tenders of Corporation for that period.
- 12 Uploading supporting documents :**
- 12.1** The Bidder shall upload the following documents:

S. NO.	DESCRIPTION
1.	Udyam registration Certificate Uploading is mandatory if bidder wishes to avail benefit as MSE under clause no. 25 of Standard Part (Part 2) of NIT.
2.	Power of attorney or other appropriate document authorizing DSC Holder to submit the bid as per clause no. 15.14 of Standard Part (Part 2) of NIT.
3.	a. Memorandum of Association/Article of Association in case of Company or b. Partnership deed in case of Partnership firm or c. Self-undertaking in case of proprietorship firm (Appendix – 10)
4.	PAN card.
5.	GST registration certificate (GSTIN).
6.	Registration of EPF (for applicability refer Schedule A).
7.	ESIC registration (for applicability refer Schedule A).
8.	Work order/Purchase order/Agreement with bill of Quantities and Rates along with completion certificate or similar documentary evidence certifying completeness of work issued by client for works meeting pre-qualification criteria of Work Experience in Format-2.
9.	Work order/Purchase order/Agreement with Bill Of Quantities along with completion certificate or similar documentary evidence certifying completeness of work issued by client for works executed in foreign countries meeting pre-qualification criteria of Work Experience in Format-6.
10.	In case work experiences with other than Government/Government Autonomous bodies/Public Sector Units, statement for Bill wise payments up to final/last bill as per Format-4.
11.	Financial data as per Format-3.
12.	Bank solvency certificate as per Appendix-5 or Net Worth Certificate as per Appendix -11 or Copy of rating certificate or Certified pdf copy of relevant page(s) of Annual Report reflecting Credit Rating or Documentary evidence regarding line of credit from a Nationalized or any Scheduled Bank (other than Cooperative Bank).

S. NO.	DESCRIPTION
13.	Certification under preference to Make in India order (Appendix -9).
14.	“Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry. Uploading is mandatory if bidder wishes to avail benefit as Start-up under clause no. 32 of Standard Part (Part 2) of NIT.
15.	Additional documents if applicable as per Pre-Qualification criteria.
16.	In case of Joint Venture (unincorporated)/Consortium (if applicable as per NIT), documents as per clause no. 30 of Standard Part (Part 2) of NIT.
17.	Bid Capacity data as per Format-7.
18.	Self-Declaration of proceedings under IBC as per Appendix-12.

- 12.2** The bidder shall upload scanned copy of originals documents for pre-qualification evaluation, preferably in pdf format. All the uploaded documents should be readable, legible and printable.
- 12.3** In case of limited / single / nomination tender the bidders are not required to upload information and documents for prequalification, however, documents against S.No.1, 2,3,4,5,6,7,13,14,15,16,18 should be uploaded in all cases.
- 12.4** Corporation reserves the rights of getting the documents cross verified from the documents issuing authority.

SCHEDULE 'A'

S. No.	Clause no. of GCC/NIT	Description	Stipulation
1.	GCC 1.1.1	Contract Accepting authority	MS-RRS-3&4
2.	GCC 2.1.3	Time by which possession of site will be given	Tentatively within Fifteen days after issue of W.O
3.	GCC 4.14.1	Availability of electricity	Yes
4.	GCC 4.14.1	The rate at which electricity will be charged	Nil
5.	GCC 4.19.2	Number of trees to be planted by the contractor	Nil
6.	GCC 4.22.1	Number of Apprentices to be trained by the contractor	Nil
7.	GCC 4.23.2	Availability of water supply by Corporation	Yes
8.	GCC 4.23.2(i)	Water charges	Nil
9.	GCC 4.24.2	Availability of Land / office space for Contractor's Office, Stores etc.	Yes
10.	GCC 5.2	Schedule of employment of labour	The contractor shall pay not less than the minimum wages declared from time to time by Central or State government, whichever is higher.
		(i) As per Central Government	
		(ii) As per State Government	
11.	GCC 5.6.3	Penalty, for not providing arrangements and facilities as per safety guidelines.	As per SCC
12.	GCC 5.6.4	Industrial safety training to be provided by Corporation.	Yes
13.	GCC 5.6.14	Minimum number of safety professionals to be deployed by contractor.	As per SCC
14.	GCC 5.6.15	Penalty, for not deploying the minimum number of safety professionals.	As per SCC
15.	GCC 7.8.1	Applicability of incentive clause	NA
16.	GCC 7.8.2	Maximum value of the contract value, which shall be paid as incentive.	NA
17.	GCC 7.9.3	No of days of suspension for Entitlement of compensation if cumulative period of suspension exceeds	As per GCC
18.	GCC 9.1.1	Defect Liability Period for the contract	12 Months

S. No.	Clause no. of GCC/NIT	Description	Stipulation
19.	GCC 9.1.6	Applicability of liability towards Latent defect	Not applicable
20.	GCC 11.3.3	Various components expressed as a percentage of contract Price.	
21.		Fixed component (F)	15%
		Unskilled labour component (lu)	12.90%
		Semi-skilled labour component (lss)	0.86%
		Skilled labour component (ls)	8.42%
		Highly skilled labour component	7.23%
		Material component	----
		----- (m)	5.18%
		----- (n)	6.15%
		----- (o)	0.00%
		----- (p)	0.00%
		All other materials (q)	40.87%
		P.O.L component (d)	0.00%
		Non escalable component (NE)	3.39%
		Nearest fuel station to be considered for diesel prices (P.O.L)	Rawatbhata
22.	GCC 12.1.4	The rate of Interest to be charged on mobilization advance	As per GCC
23.	GCC 12.2.1	Applicability to submit the bills and measurement in computerised form	Applicable
24.	GCC 12.5.1	Simple interest for delayed payment.	Not applicable
25.	GCC 15.1; Clause no. 3 of Part 1 of NIT; Clause no. 5 of Part 1 of NIT	(a) Employee compensation policy	Yes, if employees are not covered under ESIC.
		(b) Coverage under ESI (Employee State Insurance)	Yes
		(c) Third Party liability @ 10 % of the contract price subjected to maximum of rupees 50.00 lakhs.	Applicable
		(d) CAR/ EAR Policy for the whole contract value	Applicable
		(e) Comprehensive Insurance policy for Transport contracts	Not Applicable
		(f) EPF (Employees' Provident Fund) registration	Applicable
26.	Clause no. 6.1 of Part 1 of NIT	Applicability of Electrical Contractor License	Not Applicable
27.	Clause no. 7 of Part 1 of NIT; Clause no. 30 of (Part 2) of NIT	Permission for joint venture(unincorporated)/consortium to participate	No

S. No.	Clause no. of GCC/NIT	Description	Stipulation
28.	NIT (Part 2) 35.0	Supplier (in case of CLND act)	NPCIL
29.	NIT (Part 2) 28.0	Applicability of the Building and Other Construction workers (Regulation of Employment and Conditions of Service) (BOCW) Act, 1996 and the Cess Act, 1996	Not applicable
		Rate of labour cess (as per BOCW)	Not applicable
30.	NIT (Part 2) 27.0	Applicability of integrity pact	Not Applicable
31.	Clause no. 8 of Part 1 of NIT; Clause no. 25 of Part 2 of NIT	a) Purchase preference to MSE registered bidders	Not Applicable
		b) Waiver for Submission of bid security	Not Applicable
		c) Splitting of quantity for award to MSE	Not Applicable
		d) Exemption/ Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit) for eligible MSE(s) subject to meeting of quality and technical specifications	No
		e) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications	Not applicable
32.	Clause no. 9 of Part 1 of NIT; Clause no. 32 of Part 2 of NIT	a) Exemption/ Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating / Line of Credit for eligible Startup(s) subject to meeting of quality and technical specifications	No
		b) Waiver for Submission of bid security	Not applicable
		c) In case of exemption/relaxation	Not applicable

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications	
33.	NIT (Part 2) 33	Divisibility of Scope in Make in India clause no. 33	Non-Divisible
34.	NIT (Part 2) 33	Eligibility of Class of Contractor as per Make in India Order	Only Class-I Local Supplier Contractor are eligible
35.	NIT (Part 2) 33	Minimum Local Content (%) for Class I Local Supplier	As per Standard Guideline
36.	NIT (Part 2) 33	Minimum Local Content (%) for Class II Local Supplier	As per Standard Guideline
37.	NIT (Part 2) 36.0	Applicability of Contract employee information management system	Not Applicable
38.		Minimum number of labours to be deployed	
		a) Unskilled	NA
		b) Semi- Skilled	NA
		c) Skilled	NA
		d) Highly skilled	NA
39.		e) Any other category	NA
		Penalty for shortfall of minimum number of Labours to be deployed as per special condition of contract	-
		a) Unskilled	NA
		b) Semi- Skilled	NA
		c) Skilled	NA
40.		d) Highly skilled	NA
		e) Any other category	NA
40.		Applicability of Factory Act	Applicable
41.		Place of service	RAPS-3&4 Plant Site
42.		Minimum number of Work Supervisor/ Engineer to be deployed	As per SCC
43.	NIT (Part 2) 13.0	Bid Validity	120 days

Note: (1) This clause shall be applicable when the cumulative suspension is beyond 30 days. In specific cases such as contracts related to bi-annual shutdown, refueling outage etc., reduced number of days may be specified on case to case basis. (in reference to S. No. 17 of Schedule A)

SCHEDULE 'B'**MATERIAL ISSUED TO THE CONTRACTOR**

(The Engineer-in-charge/Officer-in-charge to indicate permissible wastage before issue of tender duly approved by the Competent Authority)

Sl. No	Particulars	Unit	Rate at which Material will be issued	Maximum Invisible wastage (Non-Returnable) %	Maximum permissible wastage (Returnable in case of free issue) %*	Qty to be Issued (approx.)
1	2	3	4	5	6	7
Nil						

SCHEDULE 'C'**TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR**

Sr. No.	Particulars	Number available	Hire charges per Unit per working day Rs.	Frequency of Maintenance	Value Per Unit	Place of Issue	Number Reqd. by the Contractor
Nil							

Tools and Plants are not expected to be hired out to the Contractor. If, however, any tools and plants are available at the time of performing the work the same may be hired out at rates to be decided by the Engineer-in-charge/Officer-in-charge. The Corporation reserves the right not to hire out any T&P and to withdraw at any time such T&P hired out.

The Contractor shall ask the Engineer-in-charge/Officer-in-charge the value of tools & Plants for which these have to be insured and carry out the insurance accordingly in case insurance not available with NPCIL.

NOTICE INVITING TENDER

(PART-2 or STANDARD PART)

1.0 Scope of bid

- 1.1** The Nuclear Power Corporation of India Limited (referred to as Corporation or NPCIL in these documents) invites bids for the work. The successful bidder should deliver the Works/Services/Consultancy during the period of work as per the terms and conditions specified in the NIT, general condition of contract, technical specifications, special conditions of contract, schedules, corrigendum, Tender Document, work order.

2.0 Note for bidders

- 2.1** Bidding is open to all eligible bidders meeting the eligibility criteria as defined in prequalification criteria. Bidders are advised to note the pre-qualification criteria specified in the notice inviting tender before submission of bid.
- 2.2** It may be noted that mere submission of bid does not imply that your offer shall be considered. Bids are considered only after NPCIL assess the document uploaded along with the bid by the bidder meets the pre-qualification criteria as specified in notice inviting e-tender during evaluation of bid.
- 2.3** This tender document is non-transferable. The registration details provided for downloading the tender shall be of the same vendor who is uploading the bid otherwise their bids shall not be opened and summarily rejected.

3.0 One Bid per Bidder

A bidder shall submit only one bid against a particular tender. Bidder submitting multiple bids will cause all of the bids in which the Bidder has participated to be disqualified.

4.0 Cost of bidding

- 4.1** The bidder shall bear all costs associated with the preparation and submission of his bid and the Corporation will in no case be responsible and liable for these costs.

5.0 Site visit

- 5.1** The bidder or his authorized personnel or agents will be granted permission by the Corporation to enter upon its premises and lands for the purpose of site visit. However, the bidder, his personnel and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the site visit.
- 5.2** The bidder should inform the Corporation at least three days in advance about the proposed site visit with copy of photo identification like Aadhar card, passport, voters' identity card, driving license, PAN card etc. for preparation of gate pass.
- 5.3** The bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the site and its surroundings before uploading his bid as to the form and nature of the site, the means of access to the site, the accommodation he may require, etc.
- 5.4** In general, bidders shall obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- 5.5** The costs of visiting the site shall be at the bidders' own expense. Any report shared at the site, by the Corporation is subject to verification by the Bidder. Any deviations in information in the report and the actual site will not be the responsibility of the Corporation.

- 5.6** The bidders shall bring original photo identification like Aadhar card, passport, voters' identity card, driving license, PAN card etc. for security regulations. Any electronic devices like mobiles, radio, transistors camera etc. are not allowed inside NPCIL premises and the same shall be left at security gate at the risk of bidders. The bidders are requested to e- mail the details of authorized representative in the prescribed format.

5.7 Request for clarification by bidder:

A Bidder requiring any clarification of the bidding document may submit his queries during the time allowed for the same on the e-tendering portal and shall put the query under appropriate tab of the on-line bid. The query raised in any other way through e-mail/physical letter, etc., shall be ignored and shall not be responded. Corporation will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

Corporation will upload the Clarifications under appropriate tab or through corrigendum at e-tender website where the bidders can view these clarifications. The questions/query received after stipulated date and time will not be entertained and no response shall be made. Bidders are advised to regularly check the e-Tendering Portal for response to queries/corrigendum etc regarding posting of clarification, if any. Bidders must check all the clarifications issued before submission of Bid. Should the Corporation deem it necessary to amend the Bidding Document as a result of a clarification, it will do so and upload the amendments in the tender on the e-tendering portal. The submission of bid shall mean that the bidder has seen all the responses to queries against the tender and has accepted the contents.

6.0 Content of bidding documents

- 6.1** Submission of a bid by a bidder implies that he has read and understood the bid document, clarification, corrigendum and has understood scope and specifications of the work to be executed and the conditions and rates at which stores, tools and plant, etc, will be issued to him by the Corporation and local conditions and other factors having a bearing on the execution of the works.

- 6.2** The documents listed below comprise one set of bid document:

Section-I Notice Inviting tender (Including Pre-qualification criteria), e-tender notice

Section – II Memorandum of Agreement

Section – III Special Conditions of Contract

Section – IV General Conditions of Contract and various formats

Section – V Technical specifications

Section – VI Drawings, if any

Section – VII Schedule of Material to be supplied by the Corporation

Section – VIII Schedule of quantities / bill of quantities

- 6.3** Submission of bid by bidder shall be considered as acceptance of all the conditions in bid document (except deviation proposed, if any). In case of modification or withdrawal of submitted bid within the bid validity period, such bid shall not be considered for evaluation and the bid security will be forfeited and further action may be taken as per tender conditions including debarring/business banning from participation in retendering of the same work.

Bidders may bring out any deviations, if any, with respect to General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bid document etc, in Appendix-13 and upload it along with Part I bid. However, Tenders/Bids submitted subject to counter conditions or with any deviations from the General Conditions of the Contract / Special Conditions of Contract/ Technical Specifications/Bid Document runs the risk of rejection. It should also be realized that failure to bring out deviations / not uploading any deviations (along with Part -1 Bid) from the General Conditions of the Contract / Special Conditions of Contract/ Technical Specifications/Bid Document would imply that the Bidder is willing to execute the contract as per the Corporation's Terms and Conditions of the Tender.

- 6.4** Submission of bid shall be considered as acceptance of **“undertaking by bidder”** as enclosed as Appendix-4.

Bid shall be uploaded through e-tendering Portal only. Manual/ Hard Copy of the Bid shall not be accepted.

7.0 Pre-bid meeting:

- 7.1** Corporation may conduct pre-bid meeting ~~through electronic mode.~~

In case of in person pre-bid meeting the bidder or his officially authorized representative is invited to attend pre-bid meeting, which will take place as referred in instructions to the bidders. The bidder desirous to attend pre-bid meeting shall intimate the details of his authorized representative in prescribed format to the Corporation (at designated email) to facilitate his attending the meeting. A maximum of two representatives per Bidder will be allowed to participate on production of authority letter from the Bidder and ID.

- 7.2** The purpose of the pre-bid meeting is to clarify various issues. The bidder is requested to upload their questions/queries on e-tendering portal at the appropriate tab before stipulated date and time for uploading the same. The queries which are received after stipulated date and time as per NIT will be ignored and will not be responded.

- 7.3** Attending the pre-bid meetings is in the interest of bidders to understand the scope of work of the tender. The bidders are insisted upon to attend the pre-bid meetings for their own benefit. However, in case the bidders do not attend the pre-bid meetings, it would be presumed that they have understood the scope of work.

- 7.4** Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be displayed on e-tendering portal only. Any modifications of the bidding documents which may become necessary as a result of the pre-bid meeting, the same will be made by the Corporation exclusively through the issue of corrigenda/amendments/minutes of the pre-bid meeting. The corrigenda/amendments/minutes of the pre-bid meeting shall form a part of the tender and shall be binding on all the bidders.

8.0 Amendment of bid documents:

- 8.1** At any time prior to the deadline for submission of bids, Corporation may, for any reason, whether at its own initiative, or in response to a clarification requested by a Bidder, amend the bidding documents.

- 8.2** The corrigenda/amendments/minutes of the pre-bid meeting will be posted only on the e-tender portal (<https://etenders.gov.in/eprocure/app>) for viewing by the Bidder. Bidders are advised to regularly check the tender on e-tendering portal regarding posting of corrigendum, amendments, minutes of the pre-bid meeting etc. if any. To give Bidders reasonable time to take the corrigendum/amendment/minutes of the pre-bid meeting into account in preparing their bid, Corporation may, at its discretion, extend the deadline for the sale/download of tender, submission of bids and opening of bids.

9.0 Language of the tender

All documents relating to the tender shall be in the English language, unless stated otherwise. Hindi version of general conditions of contract (GCC) or any part of tender is uploaded on web site is for information purpose only. In case of any contradiction between English and Hindi versions, the English version shall prevail. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Corporation, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation in English.

10.0 EMD/Bid security:

10.1 The Corporation shall not pay interest on EMD/Bid Security. The EMD/bid security amount may be paid by the Bidder/Tenderer in any of the modes described below.

- a) Credit / Debit Card
- b) RTGS / NEFT
- c) Online transfer

SBI e-pay Payment Gateway has been integrated and enabled on CPPP for NPCIL for online collection of Earnest Money Deposit (EMD) and the same shall be used as the only mode for collection of EMD.

SBI collect facility can be accessed through the following manner:

Visit SBI website->SB collect-> Select Category as PSU-> Filter State Rajasthan and Search for “NPCIL1AND2”

10.2 The bidder shall note that banks as per standard working practice require a certain time period for completion of transaction. The bidder shall ensure timely submission in order to complete transaction as per tender/bid condition. If the transaction is not completed in favor of NPCIL within the prescribed time, such bid shall be rejected. The bidder is solely responsible for timely deposition of EMD/Bid Security in the correct account so that the Corporation receives the same before stipulated bid submission date and time. Even if the payment made by the bidder within the stipulated date and time is not received by the Corporation due to reasons beyond control of both the bidder and Corporation, bid will be considered as non-responsive and rejected. If the EMD/Bid Security amount paid by bidder is less than stipulated amount, the bid shall be rejected.

10.3 Eligible MSEs, having Udyam registration as specified in clause 25.0 and Startups as specified in clause 32 are exempted from payment of EMD/Bid Security.

Submission of bids by eligible MSE(s)/Startup(s) shall be considered as absolute acceptance to the undertaking that in case the eligible MSE/Startup modify or withdraw bid during the period of validity then such eligible MSE/Startup shall be liable to be banned for business dealings with the Corporation as per clause 26 of Part-2 of this NIT.

10.4 Refund of EMD/Bid Security (in both cases with or without Integrity Pact):

- a) In case of Single part tender, the EMD/Bid Security of unsuccessful bidders shall be refunded within 30 days from the date of issue of work order/LOI (Letter of Intent) to the successful bidder.
- b) In case of two-part tender:

- i) EMD/Bid Security of techno-commercially unqualified bidders shall be refunded within 30 days from the date of opening of Part-II (Price bid).
- i) EMD/Bid Security of qualified unsuccessful bidders will be refunded to them within 30 days of date of issue of work order/LOI to the successful bidder.
- c) EMD/Bid Security of successful bidder will be refunded within 30 days of receipt and acceptance of Performance Guarantee.

In case of tender with Integrity Pact, if Performance Guarantee is waived, EMD/Bid Security of successful bidder will be refunded within 30 days of the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.

- d) EMD/Bid Security of the bidder who has withdrawn the bid before due date for bid submission shall be refunded after opening of the Part-1 (Techno-commercial) Bid in case of two-part tender and after opening of the bid in case of one-part tender.
- e) If the tender is cancelled, EMD/Bid security shall be refunded to all the bidders within 30 days from the date of cancellation of tender.
- f) EMD/Bid Security of bidder who has not accepted the request for extension of Bid offer validity, will be refunded within 30 days of date of issue of work order /LoI to the successful bidder.
- g) EMD/Bid Security shall be refunded by the Corporation online to the same account from where such payment was received. In case of erroneous details, it will not be possible to refund the EMD/Bid Security online and bidder shall be responsible for consequent delays.

10.5 The EMD/Bid Security may be forfeited, if;

- a) The bidder withdraws/modifies his Bid or any item thereof (without being authorized by NPCIL) after due date for submission of bid and during the stipulated validity period.
- b) The successful bidder fails within the specified time limit to submit the Performance Guarantee.
- c) The bidder fails within the specified time limit to submit documents for verification when requested to do so.
- d) The bidder/his representative has engaged in fraudulent practices /malpractices /unlawful act during submission, evaluation of bid.
- e) In case the bidder / contractor violates any provisions of Integrity Pact, wherever applicable.
- f) The bidder is banned from conducting business with the Corporation in course of this tender.
- g) The bidders who are exempted from paying EMD/Bid Security (eligible MSEs/Startups), if default for reasons mentioned in either of clause 10.5 a, b, c, d, e or f, an amount equal to EMD/Bid Security will be deducted from any of the bidder's due available with Corporation. The process for banning of business may also be initiated and the information regarding the default will also be forwarded to the relevant authority of MSEs/ Startups with whom the bidder is registered.

11.0 Bid prices, rates & taxes

- 11.1.** The bidders shall quote bid price/rates/total bid price in Indian Rupees only unless otherwise specified in the Special Conditions of contract (SCC).
- 11.2.** In case of percentage rate tender, bidder must ensure to quote single percentage rate. The rate shall be quoted up to two decimals. In case of Quality cum cost-based selection (QCBS) the evaluation shall include the criteria as stipulated in special condition of contract.
- 11.3.** In case of item rate tender, rate or price shall be entered against each item in the bill of quantities/schedule of quantities. The item against which the bidder has failed to enter a rate or price shall be deemed to be covered by rates or prices of other items in bill of quantities/schedule of quantities and no payment shall be made for the quantities executed for items against which rate or price has not been quoted by the Bidder. The rate or price shall be quoted up to two decimals of rupees.
- 11.4.** The bid price /rates / total bid price quoted shall be inclusive of all statutory liabilities, taxes (including GST), cess, duties, levies, BOCW cess, fees, royalty, commission, costs towards compliance of EPF, ESI, other labour laws, applicable insurance, etc as applicable under the prevailing statutes or levy by the statutory authorities/State/UT/ Central Government and payable by the bidder.
- 11.5.** The bid price / rates / total bid price shall be quoted in the prescribed format given with the required break-up as specified therein. The bidder shall take special care not to mix-up price details with the Part-I (Technical & Commercial e-bid except price) and vice versa. Any violation of these conditions shall lead to rejection of the bid.
- 11.6.** Applicable rate of GST (%) shall be quoted at appropriate place in price bid format along with Part 2 or Price Bid. Submission of bid by bidder shall be considered as acceptance of undertaking that bidder is GST compliant and their quoted GST rates are as per GST law.
- 11.7.** For the purpose of evaluation, the total quoted price (stated as per clause no. 11.4 above) shall only be considered.
- 11.8.** The statutory deductions of income tax and other taxes/dues (wherever applicable) shall be made from the payments due to the Contractor.
- 11.9.** The bid price / rates / total bid price will be subject to adjustment in accordance with the provisions of General Conditions of Contract (GCC) and Schedule A.
- 11.10.** Conditional bids/offers are liable to be rejected.

11.11. Refer S.C.C. (Special Conditions of Contract) for clause on Taxes and Duties.

12.0 Currency of bid price and payment

- 12.1** The bid price shall be quoted by the bidder in Indian rupees, unless otherwise specified in the special conditions of contract.

13.0 Bid validity

- 13.1** The bids submitted shall remain valid for acceptance for a period as stipulated in Schedule A from the date of opening of Part-1 bid. Bid offer should normally be 120 days. The bidder shall not be entitled during the period of validity, to revoke or cancel his bid or vary / modify the bid. In case the bidder withdraw or modify any part of bid, the full amount of bid security shall be forfeited and such bid shall not be considered for evaluation. Further, other actions like Banning of Business Dealings as per tender conditions may also be taken.

- 13.2** In exceptional circumstances, prior to expiry of the original bid validity period, NPCIL may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

14.0 Alternative proposals by bidders

- 14.1** Bidders shall upload offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

15.0 Submission of the bids

- 15.1** Information and Instructions for bidders posted on e-Tendering Portal website shall form part of tender document.

Bidders are advised to confirm with e-Tendering Portal on the restriction of file size and number of files to be uploaded.

Presently as per e-Tendering Portal, the individual file size is to be restricted to 40 MB for uploading the documents.

Due to system limitation of individual file size to be uploaded on e-Tendering Portal, it is suggested to bidders to compress file size or scan using reduced dpi. But clarity and legibility of documents should be maintained

Also, wherever it not essential to submit high-resolution and colour images, bid documents/clarifications/confirmations etc may be scanned with 100dpi with black & white option to reduce size of scanned document.

- 15.2** After uploading the bid the bidder can modify/ revise and re-upload/re-submit bid any number of times but before stipulated closing time and date of online submission of bid as notified. The bidder shall exercise option for withdrawal of bid with caution since once the bid is withdrawn the same cannot be uploaded and submitted. The modification and withdrawal of bid shall be done on e-tendering portal only. The information in this regard through any other mode of communication will not be entertained.
- 15.3** The bidders, who are not enrolled/registered on <https://etenders.gov.in/eprocure/app> website, are required to get enrolled/registered. The procedure for new enrollment/registration and change is available on the e-Tendering Portal website (<https://etenders.gov.in/eprocure/app>) and the bidder shall be responsible to factor in this time period required for such activity during bidding.
- 15.4** The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorized representative of the Bidder using Class-III digital signature (in the name of designated individual with Organization name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.
- The bidder may obtain the compatible digital signature from any service provider.
- 15.5** Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (Zero). The bidder shall

be required to execute such items at his quoted rate of zero as per specifications, bill of quantity and GCC provisions.

- 15.6** In case of bids in three stage system and if it is desired to upload revised financial bid then it shall be mandatory to upload revised financial bid. If not uploaded then the bid uploaded earlier shall become invalid.
- 15.7** The bidders are responsible to keep their email and bank account active and to update their profile in case of change. This is essential as communication shall be done through e- mail. Moreover, all the auto generated mail by e-tendering portal will be sent on this e-mail address.
- 15.8** The date and time of on-line bid submission shall remain unaltered even if the specified date for the submission of the bid is declared as holiday for the office inviting tender. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

The system will not allow submitting Bids beyond the stipulated due date and time. Therefore, the bidder shall ensure the submission of e-Bids well within the stipulated due date and time.

The on-line Bid must be uploaded on the system well before the expiry of time and the schedule specified in the tender notifications and may note that there is a time lag between the actual placing the bid on the local computer of the bidder and the refreshing of the data on the server. The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Corporation will be final for the purpose of acceptance.

- 15.9** The Corporation may extend the deadline for sale and submission of bids, opening of bid by issuing an amendment, in which case, all rights and obligations of the Corporation and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 15.10** It is binding on the bidder to fill the data required for evaluation of pre-qualification criteria in the excel sheets uploaded for the purpose. Bidders shall not modify the format of excel sheet. The Part-1 evaluation shall be done based on the data provided in excel sheet and the relevant documents uploaded to support the same.

In case where the relevant information is not filled in the uploaded excel sheets while commensurate supporting documents are uploaded, the supporting documents shall not be considered in evaluation. Therefore, the bidders in their own interest shall fill all the relevant information in excel sheets and upload commensurate supporting documents. The bidders shall not write in the excel sheet that information is "as per enclosure/attached annexure", as it will be treated as no information is uploaded/filled and same shall not be considered for evaluation.

- 15.11** The Corporation may ask for clarifications and submission of relevant documents already mentioned in excel sheets (Format-1 to Format-8). The request for such clarification and the response shall be in writing. The shortfall information/documents may be sought only in case of historical documents which pre-existed at the time of tender opening and which have not undergone any change since then. However, any new contract which is not mentioned in excel sheet (Format-2) shall not be accepted

and considered for evaluation. In case of any mismatch in data submitted in excel sheet and supporting documents submitted, the details in submitted documents shall prevail.

In case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given opportunity with a fixed deadline to provide complete and unambiguous documents in support of meeting the pre-qualification criteria. In case the bidder fails to upload any document or uploads incomplete documents within the given time, the bidder's tender will be evaluated as per available documents. The clarification sought by the Corporation and response submitted by the bidder shall not result into change in the price or substance of the bid, until authorised by the Corporation.

15.12 Corporation reserves the right to call upon the bidder to produce original of all the documents uploaded for qualification purpose for verification at any stage. If the same are not produced in stipulated time, the bid will be rejected.

15.13 Power of attorney of the person uploading the bid under his DSC shall be uploaded along with the bid shall be as per the following:

S. No.	Type of company /legal entity	Document to be uploaded
1	Sole proprietary Concern	<p>a) If the bid is uploaded by the proprietor, no POA (Power of attorney) required. However, he will upload undertaking certifying that he is sole proprietor.</p> <p>b) If the bid is uploaded by person other than proprietor, POA authorising the person to upload bid on behalf of the concern</p>
2	Joint Venture (unincorporated) (JV) (unincorporated) /Consortium	<p>Power of attorney or any other legally acceptable document authorising the person to bid on behalf of the bidder.</p> <p align="center">and</p> <p>Other documents as per clause 30.2.19.</p>
3	Private Company	<p>a) Certified copy of Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association</p> <p align="center">or</p> <p>b) Power of attorney and the supporting Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association</p>
4	Partnership Firm	<p>a) Self-attested copy of Registered / Notarized Partnership Deed</p> <p align="center">and</p> <p>b) Power of Attorney duly authorizing one or more of the partners of the firm or any other person(s), authorized by all the partners to act on behalf of the firm</p>

5	LLP (Limited Liability Partnership)	a) Notarized copy of LLP Agreement and b) Notarized copy of Certificate of Incorporation And c) Power of Attorney/Authorization issued by the LLP authorising the person uploading the bid on behalf of the LLP
6	Co-Operative Society/Registered Society/Registered Trust	a) Self-attested copy of the Certificate or Registration and b) Self-attested Deed of Formation and c) Power of Attorney in favor of the Tender Signatory.
7	PSU/Government Autonomous Body/ Government Entity	Authorisation letter issued by organization.

16.0 Bid opening

- 16.1** Bid opening shall be done on-line only. If the date of opening is declared as holiday then bid will be opened on next working day. In exceptional cases opening of tenders can be done on any day or time after scheduled date and time of opening. Witnessing of opening of technical bid & price bid of the tender shall be online on e-tendering portal.
- 16.2** The bid without stipulated bid security amount / MSE registration certificate/Start-up Registration Certificate shall be summarily rejected.
- 16.3** In case of two-part tenders, the status of the bidder qualification in Part-I shall be available only on the e-tendering portal and no separate intimation in this regard will be issued.

Bidders after publication of Part-1 evaluation results on e-Tendering Portal may raise a one-time representation to challenge the evaluation results within allowable duration (i.e., within 2 working days of uploading status of Part 1 Evaluation excluding the day of uploading status of Part 1 Evaluation). The tenderer/bidder is permitted to send his/her representation in writing only by email to designated email as specified in Tender Document. Representation sent to any other email id or by any other mode shall be ignored and shall not be considered.

The documents/clarifications not submitted through Part 1 Clarification window via e-tendering portal within time frame by the bidder shall not considered during representation stage.

Similarly, the intimation regarding date and time of opening of Part-II i.e. financial bid shall be available on the e-tendering portal and no separate intimation in this regard will be issued. The participating bidders will be able to view the bid prices of all the qualified bidders after online opening of Price Bids on the e-tender portal.

17.0 Clarification of bids

- 17.1** Any effort by the bidder to influence the Corporation's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
- 17.2** Canvassing in any form with regard to this tender will lead to rejection of the e-bid.

18.0 Examination of bids and determination of responsiveness

18.1 Prior to detailed evaluation of bids, the Corporation will determine whether each bid(s) fulfills the following:

- (a) The minimum requirements as per pre- qualification criteria
- (b) is accompanied by the required bid security
- (c) is responsive to the requirements of the bidding documents
- (d) Has been properly uploaded by authorized signatory as per clause-15.14.

18.2 A substantively responsive bid is complete and conforms to the bid document's essential terms, conditions, and requirements without material deviation, reservation, or omission. Only substantively responsive bids shall be considered for further evaluation. Corporation reserves its right to consider and allow minor deviations in technical and Commercial Conditions which do not amount to material deviations.

A material deviation or reservation or omission is one

- (a) Which affects in any substantial change in scope, quality or performance of the works.
- (b) Which limits in any substantial way, inconsistent with the bidding document, the Corporation's rights or the bidder's obligations under the contract;
- (c) Whose rectification would affect unfairly the competitive position of other bidders quoting substantially responsive bids.

19.0 Evaluation and comparison of bids

19.1 The Corporation reserves the right to accept or reject any offer. Corporation also reserves the right to award only part of the work or split the work as stipulated in tender document.

19.2 During comparison of price bids, the price adjustment provisions as per tender conditions shall not be taken into account for evaluation of Bids.

19.3 An unbalanced or abnormally low Bid is one in which the bid price, in combination with other elements of the Bid, appears so low that it raises material concern as to the capability of the bidder to perform contract at the offered price. Corporation in such cases may seek written clarification from bidder, including detailed analysis of its bid price in relation to scope, schedule, allocation of risk and responsibilities, and any other requirements of the bid document. If, after evaluating the price analysis, Corporation determines that the bidder has substantially failed to demonstrate its capability to deliver the contract at offered price, the Corporation may reject such bid.

In case of Contracts where minimum manpower requirement is specified in tender document, if bid price quoted by bidder is less than that required for ensuring compliance with statutory requirements/norms as applicable like payment of minimum wages, EPF, ESI, Bonus as applicable then it shall be summarily rejected.

19.4 Any acceptable deviation in the commercial terms only shall be suitably loaded at the time of evaluation.

20.0 Criteria for award of work

20.1 The Corporation shall award the contract to the bidder whose evaluated offer / bid has

been determined to be the techno-commercially qualified and financially lowest (L1) and is responsive to the tender document. The technically and financially suitable bids in other types of bids shall be decided as per criteria given in bid evaluation criteria. In case of tie between two lowest bidders, both the bidders shall be given a chance to offer rebate to decide the lowest bid. If the situation still remains same the lottery shall be adopted to decide the award.

- 20.2** The techno-commercially qualified and financially lowest (L-1) bidder or Highest combined weighted score for Quality and Cost i.e., H-1 Bidder (in case of QCBS evaluation) shall submit notarized photocopies of all the documents which were submitted with the bid for evaluation of qualification any time before the issue of Work Order. If the documents are not produced in stipulated time, the bid may be rejected.
- 20.3** The Corporation reserves the right not to award the whole or part of work without assigning reason and without incurring any liability to the bidder or bidders.
- 20.4** If the work is required to be re-tendered due to L-1 bidder or Highest combined weighted score for Quality and Cost i.e., H-1 Bidder (in case of QCBS evaluation) backing out, then the bidder who has backed out will not be permitted to participate in the re-tender and may be banned from business with Corporation.
- 20.5** In case of risk purchase, the contractor against whom the risk and cost is being adjusted stands disqualified from participation in this tender.
- 20.6** If before issuing letter of intent or work order it is ascertained that L-1 or Highest combined weighted score for Quality and Cost i.e. H-1 Bidder (in case of QCBS evaluation) bidder is insolvent or has submitted forged documents, the bidder shall be considered as techno-commercially disqualified. The award process shall be continued by excluding the techno-commercially disqualified bidder.
- 20.7** The bidder in exceptional circumstances may be called for negotiation. In the event of failure of negotiation, the original tender submitted by bidder shall remain open for acceptance on its original terms and conditions.

21.0 Notification of award

- 21.1** The bidder whose bid has been accepted will be notified of the award by the Corporation prior to expiration of the bid validity period by issue of work order. The notification may also be made through letter of intent (Appendix-8), wherein the work order shall follow. The successful bidder shall submit the requested documents as mentioned in letter of intent within stipulated time, failing which the award of work is liable to be cancelled and bid security shall be forfeited. Further action for banning of business may also be taken.
- 21.2** The outcome of award can be seen on e-tendering web site (<https://etenders.gov.in/eprocure/app>).
- 21.3** After award of work, an agreement shall be made and signed by both the parties. The agreement shall comprise of tender document as uploaded on e-tendering portal, letter of intent/ work order and all correspondence between the Corporation and the successful bidder, upto acceptance of work order by bidder. The successful bidder shall be responsible for compliance at his own cost with the stamp duty act of the state where the agreement is being executed. The non-judicial stamp paper of appropriate value shall be submitted by the successful bidder at his own cost.

22.0 Corrupt or fraudulent practices

22.1 The Corporation requires that bidders / suppliers / contractors under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Corporation:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

(b) will reject award of work if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a bidder ineligible for a stated period of time, to be awarded a contract/contracts if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

22.2 The bidder may make representation in connection with processing of tender directly and only to the designated email as mentioned in the tender document. However, if such representation is found to be un-sustentative and/ or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representation to competent authority also involves other officials of Corporation and / or solicits/ invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

23.0 Disclosures

Any change in the constitution of the contractor’s firm, as declared in the bid should be disclosed to the Corporation, at any time starting from submission of bids till the currency of contract.

24.0 Fiscal Concessions in View of Mega Power Project Status

With reference to Custom Notification No. 02/2022 dated 01/02/2022, the Fiscal Concession to Nuclear Power Projects (NPPs) will not be available after 30/09/2025 (Custom Notification No. 54/2023 Dated: 14.07.2023) subject to registration of contract with appropriate Custom House before 30/09/2022. The Bidders shall submit their offer, taking into consideration the above Custom Notification.

Custom duty, if applicable shall be borne by the bidder. Accordingly, the bid price shall be inclusive of custom duty.

In case any fiscal concessions in this regard are available at later date, the same shall be passed on to the Corporation.

25.0 Benefits of Public Procurement Policy for Micro & Small Enterprises (MSEs) under Micro, Small and Medium Enterprises Development Act, 2006.

The applicability of this clause shall be as defined in schedule –A regarding exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit), exemption from submitting bid security, Purchase preference to MSE registered bidders and splitting of quantity for award to MSE.

Any notification of Govt. of India in this regard shall supersede the provisions of this clause.

In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category it was in before the re-classification, for a period of three years from the date of such upward change. Non-tax benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications shall be as specified in Schedule A for eligible MSE(s).

- 25.1** The benefits of the Public Procurement Policies applicable to MSE(s) shall be given to all eligible MSE(s) irrespective of relevance of product Categories and irrespective of the category they are registered under viz. Manufacturing or Service however, such MSE(s) shall be registered under Udyam Registration.

(Reference: FAQ no. 3& FAQ no. 29 circulated vide Office Memorandum F. No. 1(3)/2018-MA Part III Dated 25/03/2022).

- 25.2** The Micro and Small Enterprises (MSEs) having a valid Udyam Registration certificate are exempted from payment of bid security. Failing submission of Udyam Registration certificate by eligible MSE bidder, the bid shall be considered as without bid security and non-responsive.

- 25.3** Purchase Preference to Micro and Small Enterprises (MSEs) for Supply of Goods or Services will be given as per Public Procurement Policy for Micro & Small Enterprises (MSEs), order 2012 and Amendment order, 2018 under Micro, Small and Medium Enterprises Development Act, 2006 of Government of India or as amended from time to time, in force at the time of submission of bids provided their bids are in compliance with the conditions of policy.

In addition, Purchase Preference to eligible Micro and Small Enterprises (MSEs) will be governed as per OM No.F.1/4/2021-PPD dtd. 18-05-2023(Concurrent application of Public Procurement Policy for Micro & Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017)) or as amended from time to time, in force at the time of submission of bids.

- 25.4** The benefits of the Public Procurement Policies applicable to MSE(s) is not applicable for works contracts. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 1(3)/2018-MA Part III Dated 25.03.2022 “Policy is meant for procurement of goods produced and services rendered by MSEs. However,

traders/resellers/distributors/sole agent/Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.”

- 25.5** In case of manual mode, tender sets shall be provided free of cost to the eligible Micro and Small enterprises (MSEs) having a valid Udyam registration Certificate. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change. If at a later date it comes to the knowledge of Corporation, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then Corporation may cancel the pending order against this tender and may take necessary steps for Banning of the business dealing with the Bidder.
- 25.6** In case of tenders where splitting of quantity is defined in the bid document, participating Micro and Small Enterprise (MSE) quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).
- 25.7** In case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 +15 percent shall be allowed to execute the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:
- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
 - b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
 - c) If the MSE Bidder is ready to match total bid price of overall L1 Bidder by offering suitable percentage discount, then that shall be applied to all item rates.
 - d) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.
- 25.8** The bidder on whom the contract may be entered into against this tender shall furnish the Corporation, the details of the sub-contractors meeting any part of contract execution herein and who qualify as MSE's as per the Micro, Small and Medium Enterprises Development Act, 2006 and amendments to same.
- 26.0 Banning of business dealings by Corporation**
- The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.
- 26.1 Grounds for Banning**
- The business dealing with the Contractor shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:
- 26.1.1** Involvement in cartel formation during bidding.

- 26.1.2** Baseless allegations by the bidder on NPCIL evaluation processes or officials.
- 26.1.3** If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.
- 26.1.4** Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.
- 26.1.5** If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.
- 26.1.6** Security concerns for the assets of the Corporation and State.
- 26.1.7** Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.
- 26.1.8** Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.
- 26.1.9** Supply of Counterfeit items
- 26.1.10** Breach of Code of Integrity.

Bidder shall not act in contravention of the codes which includes

26.1.10.1 Prohibition of

- a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in tender process or to secure a contract;

26.1.10.2 Disclosure of conflict of interest

- 26.1.10.3** Disclosure by the bidder of any previous transgression made in respect of the provisions of above **26.1.10.1** with any entity in any country during the last three years or of being debarred/ banned by any other procuring entity.

26.2 Show Cause Notice

26.2.1 NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irregularities and /or misconduct and /or unethical practice as mentioned in clause no. 26.1.

26.2.2 Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be given without justifiable reasons. The Contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the Oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

26.3 Period of Banning

The period of banning shall be for a period of not exceeding 2 (two) years and not less than 6 (six) months as considered appropriate by NPCIL.

26.4 Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the following shall be the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

26.4.1 No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be allowed to participate in any tender enquiry till completion of Banning period. If the Contractor has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor have been opened prior to the order of banning, such bids shall be rejected. However, incase such banned Contractor is Lowest (L1), next lowest firm shall be considered as L1. Bid Security, if any, submitted by such banned Contractors shall be returned to the bidder. Even, in the case of Risk Purchase, no contract should be placed on Debarred/ Banned Contractors.

26.4.2 Contractors shall not be permitted to participate in any business process in any form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.

26.4.3 Contractor shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service, supplies.

26.4.4 Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.

26.4.5 The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.

26.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.

26.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the banning order.

26.4.8 Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/ Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the “Banning order”.

26.4.9 Banning in any manner does not impact any other contractual or other legal rights of NPCIL.

26.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

26.5 Definition of Allied Firm:

Allied Firm means all concerns which come within the sphere of effective influence of the banned firm. In determining this, the following factors shall be taken into consideration:

- a) Whether the management is common;
- b) Majority interest in the management is held by the partners or directors of banned/suspended firm;
- c) Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- e) All successor firms will also be considered allied firms.

27.0 Integrity pact (IP)

The applicability of Integrity Pact (IP) is defined in defined in Schedule-A.

NPCIL is committed to follow the principle of transparency, equity and competitiveness in public procurement of works and/or services. **The submission of bid by bidder shall be considered as an unconditional and absolute acceptance of integrity pact enclosed with the bid document as per Appendix-2.** The submission of bid shall constitute a binding integrity pact as per the enclosed format as per Appendix-2 between the bidder and Authority calling the tender on behalf of Corporation. The bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected in case of non-acceptance of Integrity Pact.

- (i) IP essentially envisages an agreement between the prospective Bidder/ Contractor and NPCIL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
- (ii) Only those Bidder/Contractor who enter into such an IP with NPCIL would be competent to participate in the bidding.
- (iii) The IP would be effective from the stage of invitation of bids i.e. publish of tender on e-tendering portal till the complete execution of the contract. This pact begins with the submission of Bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract, including the period of extension if any and the defect liability period after the work is completed to the satisfaction of both the Principal/Owner/Corporation and the Bidder/ Contractor or or 12 months from the date of the last payment/final bill payment, whichever is later.

In case the Bidder/Contractor is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful Bidder.

- (iv) NPCIL has appointed Independent External Monitors (IEMs), the role of IEMs is advisory and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder. The details with respect to the IEM are available on NPCIL Corporate website, i.e., www.npcil.nic.in. Only matters related to Integrity Pact be addressed to IEMs and not routine tender related matters.

(v) Integrity Pact Security:

This clause is also governed by provisions of clause no. 4.2.11/13.4/6,(5) of GCC(HQI 8001/HQI 5025/HQI 8008) respectively.

- a) The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of bid. The EMD/Bid Security shall be forfeited for any violation of IP.
- b) In case of successful bidder to whom the Contract is awarded, after the release of the EMD, the SD (i.e., Performance Guarantee plus available Retention Money) will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD (i.e., Performance Guarantee plus available Retention Money), shall be forfeited.

The Contractor shall initially submit Performance Guarantee, as per relevant clauses of Contract to start with. However, the Contractor will also be required to extend the validity of Performance Guarantee, till validity of the IP if required. The Performance Guarantee and Retention Money will be released after completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.

- c) The EMD/Bid Security submitted by the bidders who does not qualify for the tender and qualified unsuccessful bidders shall be returned to the respective bidders as per conditions stipulated under the clause no. 10 of Part 2 of NIT (“EMD/Bid Security”).

28.0 BOCW act

The applicability of BOCW act is defined in schedule –A.

The contractor must get themselves registered from the Registering Office under Section-7 of the “Building and Other Construction Workers Act, 1996” and rules made thereto by the concerned State Govt. and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The contractor shall be responsible for depositing the requisite cess to the appropriate Government authority and submit the proof.

Should there be any lapse on the part of the contractor and if for any reason, the principal employer is held liable to discharge dues/penalty/fines, if any, the contractor shall be held responsible and that amount shall be deducted from any of his dues payable by Corporation under this contract or any other contract with the Corporation.

29.0 ESIC

The applicability of ESI act is defined in schedule –A.

The Bidder shall upload proof of having valid ESI registration for employees located in the ESI implemented areas for every employee before his/her engagement on the Corporation site of works as per requirement of ESI act, 1948 made there under.

The contractor is required to comply with all the relevant provisions of ESI act, 1948 as amended from time to time and deposit his contribution as may be required under the above said act to the ESI authorities at required intervals / time of deposit and submit the proof to Corporation.

The contractor by submission of bid agrees to indemnify Corporation harmless against all claims, damages or compensation under the provision of ESI Act, 1948 or any modifications thereof or as consequence of any accident or injury to any workman or other persons in or about the works, whether in the employment of the contractor or not, against all costs, charges and expenses of any suit, action or proceedings arising out of such incident or injury and against all sum or sums which may with the consent of the contractor be paid to compromise or Compound any such claim.

Should there be any lapse on the part of the contractor and if for any reason, the principal employer is held liable to discharge dues/penalty/fines, if any, the contractor shall be held responsible and that amount shall be deducted from any of his dues payable by Corporation under this contract or any other contract with the Corporation.

30.0 JOINT- VENTURE/ Consortium

The use of word Joint Venture(s) /JV anywhere in this clause refers to “unincorporated Joint Venture(s)/JV”.

Joint ventures (JV) / Consortium shall be allowed as stipulated in Schedule A.

- 30.1** The intending JV/Consortium shall upload a copy of Memorandum of Understanding (MOU) executed by all members along with the bid. The complete details of the members of the JV/Consortium, their share and responsibility in the JV/Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the enclosed MOU format (Appendix-1).
- 30.2** The format of Appendix-1 is a sample format and the JV/Consortium partners may modify suitably, however the major aspects like share of interest, division of responsibility, joint and several responsibility etc should invariably be covered in the MOU. Once the bid is uploaded, the MOU shall not be modified/altered/ terminated during the validity of the bid. In case the tenderer/bidder fails to observe / comply with this stipulation, such bid shall be rejected and the full bid security shall be forfeited. In case of successful tenderer/bidder, the validity of this MOU shall be extended till the currency of the contract expires.
- 30.3** Approval of any change of constitution of JV/Consortium shall be at the sole discretion of the Corporation. The constitution of the JV/Consortium shall not be allowed to be modified after submission of the bid by the JV/Consortium except when modification becomes inevitable due to succession laws etc and in any case the minimum eligibility criteria should not get vitiated.

- 30.4** Similarly, after the contract is awarded, the constitution of JV/Consortium shall not be allowed to be altered during the currency of contract except when modification become inevitable due to succession laws etc., and in any case the minimum eligibility criteria should not be vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all consequential penal action as per contract conditions.
- 30.5** On award of contract, JV/Consortium shall submit a single Performance Guarantee as per tender conditions. All the Guarantees like Performance Guarantee, Bank Guarantee for Mobilization advance, machinery advance etc. shall be accepted only in the name of JV/Consortium and no splitting of guarantees amongst the members of JV/Consortium shall be permitted.
- 30.6** On issue of work order, an agreement among the members of the JV/Consortium (to whom the work has been awarded) has to be executed. This agreement shall be submitted by the JV/Consortium to NPCIL before signing the contract agreement for the work. In case the tenderer/bidder fails to observe / comply with this stipulation, such bids shall be rejected and the full bid security shall be forfeited and other penal actions due shall be taken against the partners of the JV/Consortium and the JV/Consortium as per tender conditions.
- 30.7 Joint and several liability:** The members of the JV/Consortium to which the contract is awarded, shall be jointly and severally liable to the Corporation for execution of the work in accordance with conditions mentioned in Bid Document. The JV/Consortium members shall also be liable jointly and severally for the loss, damages caused to NPCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 30.8 Duration of the Joint Venture/Consortium Agreement:** It shall be valid during the entire currency of the contract including the period of extension if any and the defect liability period after the work is completed.
- 30.9 Governing Laws:** The Joint Venture/ Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 30.10 Authorized Member:** Joint Venture/Consortium members shall authorize the lead member on behalf of the Joint Venture/Consortium to deal with the tender/bid, negotiation, sign the agreement or enter into contract in respect of the said bid, to receive payment, to witness joint measurement of work done, to sign measurement books, resolution of disputes, arbitration and all other actions in respect of the said tender / contract. All notices/correspondences with respect to the contract would be sent only to this authorized member of the JV/ Consortium. All communications with the Corporation from the JV/Consortium shall be sent by the lead partner only.
- The leader/lead member of the JV/Consortium on behalf of the JV/consortium shall co-ordinate with NPCIL's authorised officer(s) only, during the period while the tender is under evaluation, as well as during the execution of work. He shall also be responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst all consortium members.
- Any correspondence exchanged with the leader of the consortium shall be binding on all consortium members.
- 30.11** No member of the Joint Venture/ Consortium shall have the right to assign or transfer his rights or liability in the contract without the written consent of the other members and that of the Corporation in respect of the said tender / contract.

30.12 Documents to be enclosed by the JV/Consortium along with the tender/bid:

30.12.1 In case of one or more of the members of the JV/Consortium is / are partnership firm(s), following documents shall be uploaded:

- a) Notary certified copy of the Partnership Deed.
- b) Consent of all the partners to enter into the Joint Venture/Consortium Agreement on a stamp paper of appropriate value.
- c) Power of Authority (duly registered as per prevailing law) in favour of one of the partners to sign the MOU and JV/Consortium Agreement on behalf of all the partners and create liability against the firm.

30.12.2 In case of one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:

Affidavit on Stamp Paper of appropriate value declaring that his Concern is a Proprietary Concern and he is sole proprietor of the Concern or he is in position of "KARTA" of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.

30.12.3 In case one or more members is/are limited companies, the following documents shall be uploaded:

- a) Notary certified copy of resolutions of the Directors of the Company, permitting the company to enter into a JV/Consortium agreement, authorizing MD or one of the Directors or Managers of the Company to sign MOU, JV/Consortium agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and / or do any other act on behalf of the company.
- b) Copy of Memorandum and articles of Association of the Company.
- c) Power of Attorney (duly registered as per prevailing law) by the Company authorizing the person to do/act mentioned in the para (a) above.

30.13 By submission of bid, all the members of the JV/Consortium shall certify that they presently are not black listed, banned or debarred or any other term meaning the same by NPCIL or any other Competent Authority restricting the members of the JV/Consortium from participating in tenders/contracts of Govt. or CPSEs and applicable to NPCIL as on date of submission of the bids, either in their individual capacity or the JV/ Consortium or partnership firm in which they were members / partners.

31.0 Employee – Employer Relationship

31.1 Contractor shall engage personnel who are in its opinion competent, possess suitable experience and are honest and trustworthy. The contractor shall on his own select, recruit and employ its workforce and the Corporation shall in no manner be associated with this process. The contractor will maintain and show the Corporation on demand all employment documents (like appointment letter, bio-data, I-card etc.) in respect of his employees. The contractor shall be solely responsible for all acts of omission or commission and conduct of his employees.

31.2 Employees appointed by the contractor shall not be construed under any circumstances to be working under Corporation. The employees engaged by the contractor will have no claim or right whatsoever to be absorbed in the employment of the Corporation at any time or under any circumstances or for any reason whatsoever. The contractor shall be solely liable for the employment or non-employment of his workforce. In case, any dispute is raised by contractor's

employee, the contractor shall personally defend and indemnify the Corporation harmless in respect of any consequence thereof.

- 31.3** The contractor shall maintain all records / registers / books as may be statutorily required by laws / regulation and shall produce the same for inspection of Corporation as and when required.
- 31.4** The contractor or his supervisor (site-in-charge) shall maintain record of all employees engaged in the work and shall maintain attendance records.
- 31.5** In case of Contracts where minimum manpower requirement is specified in tender document, minimum number of Supervisor to be deployed shall be as per Schedule-A. The supervisor shall be responsible for liaison with the officials of principal employer. If in the opinion of the Corporation any supervisor is found unsuitable, the contractor shall change such supervisor. The Contractor himself shall not be permitted to act as supervisor.
- 31.6** The contractor shall credit the wages directly only into the Bank Account of his employees.
- 31.7** Discipline of the employees of the contractor in the discharge of duties must be regulated by the contractor or his supervisor.
- 31.8** The duty roster/leave of the employees of contractor shall be sanctioned by the contractor or his supervisor. The contractor shall be responsible for maintaining all the records in respect of the employees.
- 31.9** The contractor shall submit an undertaking as per Appendix-7 along with each RA Bill that wages have been paid to his employees and the contribution (along with proof of deposits) has been deposited as per the Employees Provident Funds & Miscellaneous Provision Act. Should there be any lapse on the part of the contractor and if for any reason, the principal employer is held liable to discharge penalty / fines, if any, the contractor shall be held responsible and that amount shall be deducted from any of his dues payable by Corporation under this contract or any other contract with the Corporation.
- 31.10** The contractor shall not involve Corporation in any settlement process in case of labor dispute.

32.0 Startup

The applicability of this clause shall be as defined in schedule –A regarding exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit) subject to meeting of quality and technical specifications and exemption from submitting bid security.

Any notification of Govt. of India in this regard shall supersede the provisions of this clause.

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications shall be as specified in Schedule A for eligible Startup(s).

The bidders expressing desire for availing benefit of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit

Rating/Line of Credit) subject to meeting of quality and technical specifications and exemption from submitting bid security under Start-up India Initiatives are required to submit the “Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry.

33.0 Public Procurement (preference to Make in India) Order 2017:

Purchase Preference will be given to eligible bidders in accordance with the “Public Procurement (preference to make in India) Order 2017” issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No - P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of bid, herein after referred as “PPP-MII Order 2017”. The minimum local content for the items covered under this tender shall be as per nodal Ministry’s Order in this regard. The margin of purchase preference and procedure of purchase preference shall be as specified in the “PPP-MII Order 2017”. For divisibility/non divisibility of scope of work refer to Schedule A.

In addition, Purchase Preference to eligible Class I Local Supplier will be governed as per OM No.F.1/4/2021-PPD dtd. 18-05-2023(Concurrent application of Public Procurement Policy for Micro & Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017) or as amended from time to time, in force at the time of submission of bids.

Any notification of Govt. of India in this regard shall supersede the provisions of this clause.

Eligibility of Class-I, Class-II Local Supplier as per “PPP-MII Order 2017” for participation under this tender shall be as stipulated in Schedule-A.

Verification of Local Content

The ‘Class-I local supplier’/ ‘Class-II 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’/ ‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is/will be made.

In cases of procurement for a value in excess of Rs. 10 crores, the ‘Class-I local supplier’/ ‘Class-II 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 and place of value addition.

34.0 Conditions on Public Procurement from certain countries:

Provisions of F. No. 6/18/2019-PPD Order (Public Procurement No. 1) dated 23.07.2020 and Order (Public Procurement No. 2) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India shall be applicable to all tenders issued by NPCIL. Bidders shall apprise and

acquaint themselves with the latest provisions of these provisions, as applicable on the date of submission of the tender/bid.

For ready reference, some of the important provisions as applicable currently are mentioned herein below. For sake of clarity, it is reiterated that this is not exhaustive list and it shall be responsibility of the bidder to ensure compliance to the latest provision in this regard. In case of any conflict between clauses written herein below with the above order(s), as amended from time to time, the provisions of order/ latest version shall govern.

- 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 ‘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 judicial 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 entity 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 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 judicial person, 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 percent 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 judicial person, has ownership of entitlement to more than fifteen percent of capital or profit 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 judicial 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 dealing with third person.
- VI.** The successful bidder shall not be allowed to sub-contract work to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII.** Notwithstanding anything contained herein, the order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- VIII.** Certificate/Declaration to be provided by all bidders:
- “I have read the clause regarding restriction 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 it is 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 requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

35.0 Civil Liability for Nuclear Damages (CLND) Act 2010 & Rule 2011 thereof:

- 35.1** Subsequent to the enactment of CLND Act 2010 and Rule 2011, the Corporation shall have Right to Recourse against the contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010 as mentioned under clause 35.2.

To have clarity on the terms used in the CLND Act 2010 and Rule 2011 pertaining to Right to Recourse, following definition to be considered by the bidder before submission of bids.

- i. “Contractor” – shall be as per applicable GCC.
- ii. “Supplier” shall be as defined in CLND Rule 24(2).
- iii. “Product Liability Period (PLP)” shall be as defined in CLND Rule 24(2).
Explanation w.r.t. GCC: The PLP shall be the Defect Liability Period plus contractual Latent Defect Liability Period (as applicable).
- iv. “**Initial License**” (Refer CLND Rule 24-2): The initial license, unless otherwise specified, is valid for a period of five years from the date of its issue by AERB.

35.2 Right of recourse under Civil Liability for Nuclear Damages Act 2010 & Rule 2011 thereof

- a) The Corporation shall have Right to Recourse against the supplier in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011:

The Supplier’s liability shall be to the extent of the Operator’s liability under sub-section (2) of Section 6 of the Act or the value of the contract, whichever is less,

AND

The duration of Supplier’s liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer.

- b) The term “supplier” and the duration and extent of supplier’s liability are explained in Rule 24 of the Civil Liability for Nuclear Damage (CLND) Rules, 2011. For any questions relating to supplier’s liability under section 17 of the Civil Liability for Nuclear Damage (CLND) Act, 2010, Government of India’s clarifications dated February 08, 2015 may be referred to. These have been posted at the websites of Ministry of External Affairs and the Department of Atomic Energy under the title “Frequently Asked Questions and Answers on Civil Liability for Nuclear Damage Act 2010 and Related Issues”.
- c) In regard to contracts with manufacturers of or vendors for supply of systems, equipment, components, or building of structures, or provision of services to nuclear installations which are operating or are under construction or those to be installed in future for which NPCIL is the system designer and technology owner, being responsible for safety design of such installations, NPCIL shall assume the role of supplier in accordance with the explanation of the term “supplier” given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.
- d) Other suppliers can avail the Nuclear Suppliers’ Special Contingency (Against Right of Recourse) Insurance Policy provided by the India Nuclear Insurance Pool to cover any liability exposure under section 17(a) and (b) of the CLND Act, 2010. NPCIL maintains the operator’s statutory insurance under the CLND

Act, 2010 by subscribing to the Nuclear Operator's Liability Policy offered by the India

Nuclear Insurance pool, thereby subrogating to the India Nuclear Insurance pool the operator's "right of recourse" against suppliers under section 17(a) & (b) of the CLND Act, 2010.

35.3 If, the requirement is for PHWR: Since, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in this tender, NPCIL shall assume the role of supplier in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

35.4 The applicability of this clause shall be as per schedule-A of GCC.


36.0 Information of contract employees


The corporation as a labour welfare measure may collect information of all contract employees deployed for the work in a computerised programme i.e. Contract employee information management system or equivalent. The contractor may be provided access to this software. It shall be binding on the Contractor to submit the desired information at his own cost at the periodicity as decided by NPCIL.

37.0 Limitation of Liability

Except in cases of criminal negligence or wilful misconduct,

- (a) The Contractor shall not be liable to the Corporation, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages and/or any other penalties/recovery etc. specifically provided for in the Contract, to the Corporation.
- (b) The aggregate liability of the Contractor to the Corporation, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Corporation with respect to IPR infringement.


22/10/24


P. N. Singh, SDR
22.10.24


22/10/2024


22/10/24

(संतोष कुमार साहू S.K. Sahoo)

अनुरक्षण अधीक्षक Maint. Supdt., RRS-3&4

न्यूक्लियर पावर कारपोरेशन ऑफ इंडिया लिमिटेड के लिए एवं की ओर से

For and on and behalf of NPCIL

FORMATS

Number	Description
1	Details to be furnished by bidder
2	Work experience
3	Financial data
4	Certificate giving details of bill wise payment received and their respective TDS amount for works executed for clients other than Government/ Government Autonomous bodies/Public Sector Units.
5	Details of black listing (or any other term meaning the same) (During last five financial years)
6	Details of work experience done in foreign country as per Format-6
7	Bid Capacity as per Format-7
8	Additional PQ Criteria (if specified)

FORMAT-1**DETAILS TO BE FURNISHED BY BIDDER**

S. NO.	PARTICULARS	DETAILS												
1	Name of Bidder/ enterprise / company/Legal Entity													
2	Address													
3	a) Place of incorporation b) Year of incorporation													
4	Type of organization	Proprietary firm Company Partnership firm/LLP Co-operative Society/Registered Society/ Registered Trust Limited company Joint venture(unincorporated)/Consortium Joint Venture Company (JVC) PSU/Govt Entity/Autonomous Body Any other Legal Entity												
5	Udyam Registration certificate details													
5.1	Udyam Registration certificate no													
5.2	Date of registration													
5.3	Type of enterprise	Micro/Small/Medium Manufacturing/service												
5.4	Social category of entrepreneur	SC/ST/OBC/Gen												
5.5	Gender of entrepreneur	Men/Women/Other												
5.6	Details of registered services	<table border="1"> <thead> <tr> <th>SN</th><th>NIC five-digit code</th><th>Details of activity</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table>	SN	NIC five-digit code	Details of activity									
SN	NIC five-digit code	Details of activity												
6	Name of DSC Holder													
7	Name of Power of Attorney of holder													

S. NO.	PARTICULARS	DETAILS
8	PAN (Permanent Account Number)	
9	GST details of Bidder	
9.1	Whether Registered under GST?	Yes/No
9.2	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	<input type="checkbox"/> a) Not required as per Section 22 (1) of CGST Act. <input type="checkbox"/> b) Any other provision under GST act, please specify-----
9.3	If yes, mention the GSTIN ID/ARN (Application Reference Number) /Provisional ID No	
9.4	Address (as per registration with GST with Postal Code)	
9.5	Any change in the status of Registration of the bidder, after award of the Contract shall be disclosed to the Corporation forthwith. Please confirm.	<input type="checkbox"/> I/We Confirm
9.6	All the benefits and credits on inputs as available under GST acts/rules are availed and passed on the benefits to Corporation in bid price complying with provision of Anti-profiteering measures. Please confirm.	<input type="checkbox"/> I/We Confirm. <input type="checkbox"/> Not Applicable
9.7	Type of business	
9.8	Whether the GST registration is active	Yes/ No
9.9	Mention whether Reverse Charge Mechanism (RCM) is applicable for the tendered work.	Yes/No
10	Registration no of EPF (Employees' Provident Fund)	

S. NO.	PARTICULARS	DETAILS
11	Registration no of ESI(Employee State Insurance)	
12	a) Is your near relative(s) working in Corporation	Yes/No
	b) If yes, Name(s) and details of posting in Corporation	
13	Make in India	
13.1	% of Local Content	
13.2	Class of Local Supplier	
14	Startup	Yes/No
14.1	If yes, Startup India Certificate No.	
15	Bidder has conflict of interest as per clause no. 11.2 of Part 1 of NIT.	Yes/No
16	Bidder's email id for any official correspondence by corporation	
17	Bidder's telephone no./ mobile no. for any official correspondence by corporation	
18	Bank Details of Bidder for any Financial Transaction between Corporation and Bidder	
18.1	Bank Name	
18.2	Branch Name	
18.3	Account Number	
18.4	IFSC	
19	GeM Seller ID (if available)	

FORMAT- 2**WORK EXPERIENCE**

1. Name of Work			
2. Agreement no. / Contract no. / Work order No. with bill of quantities and rates details	No		
	Date		
3. Details of Client: a) Name b) Address c) Phone d) e-mail			
4. Whether the client is Government / private entity			
5. Nature of client firm in case client is private entity	Private Proprietary Partnership Private limited Public limited Any other Legal Entity		
6. Date of commencement of work			
7. Stipulated date of completion			
8. Actual date of completion			
9. Value of work done on completion: Value of similar nature work on completion: Value of similar nature of work on completion after escalation as per clause no. 1.3.8 of Part 1 or Operating Part of NIT			
10. Ref. no and date of client's completion certificate or similar documentary evidence certifying completeness of work issued by client			
11. If work is done with Government/Government Autonomous Bodies/Public Sector Units, documents as per clause no. 1.3.5.1 of Part 1 or Operating Part of NIT	Uploaded/Not Uploaded /Not Applicable		

12. If work is done with other than Government/Government Autonomous Bodies/Public Sector Units, documents as per clause no. 1.3.5.2 of Part 1 or Operating Part of NIT	Uploaded/Not Uploaded /Not Applicable
13. Whether the work has been completed satisfactorily Unsatisfactory/poor performance refers to such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, history of litigation resulting in award against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on.	Yes/No
14. Whether any banning (or any other term meaning the same) was done against this work	Yes/No
15. Similar Value of work (completed) meeting criteria of 80%/50%/40% of estimated cost put to tender.	80%/50%/40% of estimated cost put to tender.
NOTES: <ol style="list-style-type: none"> Details of only similar works as defined in the pre-qualification criteria shall be uploaded. The bidder shall fill the relevant details. If the bidder fills that the details are “as per enclosure/attached annexure”, then such submission will not be considered for evaluation. For each work experience separate format has to be filled. The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material. 	

FORMAT-3**FINANCIAL DATA**

(On letter head of Chartered Accountant)

This is to certify that the financial data of M/s _____,
having PAN no: -----, Regd. Office address: ----- is as under: -

Amount (in INR (₹))

SR. NO .	DESCRIPTION	AUDITED FINANCIAL DATA FOR LAST FIVE FINANCIAL YEARS				
		Year _____	Year _____	Year _____	Year _____	Year _____
1.	Annual turnover				_____	_____
2.	Average Annual Turnover				_____	_____
3.	Profit Before (PBT) for preceding 5 financial years					
4.	Net worth as per latest audited financial statement as mentioned in Net Worth Certificate	Year _____	_____			

We have obtained all the information from the Bidder which is necessary for the purpose of certification. It is certified that the all information are correct to the best of our knowledge and belief. It is certified that during certification, all supporting documents were examined by us.

(Signature, Seal having membership no./ FRN of CA with UDIN)

Date:

NOTES:

1. The information is to be certified by a practicing Chartered Accountant on his letterhead, under his signature and seal having membership no./FRN and UDIN. Bidder shall fill the data in excel sheet as mentioned in the certificate and then upload the certificate with bid.
2. Separate Format shall be used for each member in case of JV (unincorporated)/ Consortium. All such documents shall reflect the financial data of the bidder or

member in case of JV (unincorporated)/Consortium and not that of sister of parent company.

3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.
4. For the purpose of this certificate Annual Turnover shall mean “Sale Value or Operating Income.”
5. In case audited financial data of the immediate preceding financial year is not made available by the bidder, he has to upload a certificate issued by a practicing Chartered Accountant on his letterhead under his signature and seal having membership no./FRN and UDIN stating that “the balance sheet for FYhas actually not been audited so far”. In such case the financial data of one more preceding audited financial year as applicable shall be submitted by the Bidder for evaluation purpose.

In such case bidder shall provide the financial data of last three/five audited financial years as the case may be, same shall be taken into consideration for evaluation.
6. Net Worth (if required) as per clause no. 2.3 of Part 1 or Operating Part of NIT shall be submitted.
7. Profit before tax criteria shall be applicable for tenders of estimated cost put to tender of ₹ 10 Crores and above.

FORMAT-4**Certificate giving details of bill wise payment received and their respective TDS amount for works executed for clients other than Government/Government Autonomous bodies/Public Sector Units**

(On letter head of Chartered accountant)

Company Name: M/s

Name of work:

Work order / agreement no. :

Work order / agreement date:

Completion Certificate Number/ similar documentary evidence certifying completeness of work issued by client Number:

Client's Name, Address & Contact Details:

PAN no. of client:

PAN no. of bidder:

Sr. No.	Bill No.	Bill Period	Rate of TDS	Bill Amount	TDS Amount
1.					
2.					
3.					
4.					
5.					
	Total				

We have obtained all the information from the bidder which is necessary for the purpose of certification. It is certified that the all information are correct to the best of our knowledge and belief. The certification process involves examining the supporting documents.

(Signature, Seal having membership no./ FRN of CA with UDIN)**Notes:**

- 1) The number of rows may be increased to suit the requirement.
- 2) The above format shall be uploaded separately for each work order/agreement
- 3) Bidder shall take out the print of this format and get it filled and certified by Chartered Accountant under his signature and seal having membership no./FRN and UDIN.
- 4) Value of work done will be commensurate with value of respective TDS amount.
- 5) In case of multiple contracts taken from a client, details of respective TDS amount for each work need to be segregated and given separately.

FORMAT-5**THE DETAILS OF BLACK LISTING / SUSPENSION/DE-REGISTRATION /DEBARRING/ HOLIDAY LISTING OR ANY OTHER TERM MEANING THE SAME IN CENTRAL STATE GOVERNMENT, PSU & PUBLIC BODIES (During last five financial years)**

Sr. No.	Name of Client	Work Order/ Agreement No.	Value of work in lakhs	Blacklisting (or any other term meaning the same) period	Reasons	Ref. Letter no. informing of black listing

NOTES:

1. The bidder shall upload the details of black listing /de-registration / holiday/suspension/ any other term meaning the same by any central / state government department or public sector undertaking. The relevant letter shall be scanned and uploaded.

FORMAT- 6**WORK EXPERIENCE IN FOREIGN COUNTRY**

1	Name of Work			
2	Agreement no. / Contract no. / Work order with bill of quantities and rates details	No		
		Date		
3	Name of bidder company as is mentioned in work order			
4	Details of Client: a) Name b) Address c) Phone d) e-mail			
5	Whether the client is Government / private entity			
6	Country where the work was executed			
7	Date of commencement of work			
8	Stipulated date of completion			
9	Actual date of completion			
10	Value of work done on completion in foreign currency: Currency name: Bills selling exchange rates notified by The State Bank of India: Value of work done on completion in Indian rupee: Value of similar work done in completion: Value of similar work done in completion after escalation as per clause: 1.3.8 of Part 1 or Operating Part of NIT:			
11	Ref. no and date of client's completion certificate or similar documentary evidence			

	certifying completeness of work issued by client	
12	Whether documents as per clause 1.3.7 of Part 1 or Operating Part are uploaded	Uploaded/Not Uploaded
13	Whether the work has been completed satisfactorily. Unsatisfactory/poor performance refers to such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, history of litigation resulting in award against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on	Yes/No
14	Whether any banning (or any other term meaning the same) was done against this work.	Yes/No
15	Similar Value of work completed meeting criteria of 80%/50%/40% of estimated cost put to tender.	80%/50%/40% of estimated cost put to tender.
	<p>NOTE:</p> <p>a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded.</p> <p>b) The bidder shall fill the relevant details. If the bidder fills that the details are “as per enclosure/attached annexure”, then such submission will not be considered for evaluation.</p> <p>c) For each work experience separate format has to be filled.</p> <p>d) The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost The cost of chargeable material shall be the fixed value at which the client had supplied the material.</p>	

FORMAT-7**BID CAPACITY**

(Applicable for tenders with estimated cost put to tender equal to or above ₹ 10 Crores)

(On the letterhead of Chartered Accountant)

This is to certify that the Bid Capacity of M/s _____ having PAN No. _____, Regd. Office address: _____ is as under: -

The bid capacity of the contractor shall be determined by the following formula:

Bid Capacity = (A x N x 2) – B

Where,

‘A’ = maximum value of works executed in any one year during last five financial years.

‘B’ = Value of existing commitments and ongoing works calculated from last date of month previous to one in which this NIT has been published, to be completed in the next ‘N’ years.

‘N’ = Number of years prescribed for completion of the subject contract.

Ongoing Works also include work under extension.

Particulars	Amount (in INR)
A	
B	
N	
Bid Capacity (A x N x 2)-B	

NOTES:

1. Maximum value of works executed (“A”) would represent the highest turnover among the last 5 financial years.
2. Financial data (i.e., value of works executed in any one year i.e., annual turnover) will be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum or part thereof calculated from the last date of that financial year. The last date of that financial year shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale/download of tender shall be included for the purpose of calculating escalation.
3. Separate Performa shall be used for each member in case of JV (unincorporated) / Consortium.
4. All such documents reflect the Bid capacity of the bidder or member in case of JV (unincorporated) / Consortium, and not that of sister or parent company.
5. The Bid capacity in above format shall be certified by practicing Chartered Accountant / Company Auditor on his letterhead, under his signature and seal having membership no./FRN and UDIN. Bidder shall fill the data in excel sheet as mentioned in the certificate and then upload the certificate with bid.

We have obtained all the information from the Bidder which is necessary for the purpose of certification. It is certified that all the information are correct to the best of our knowledge and belief. It is certified that during certification, all supporting documents were examined by us.

(Signature, Seal having membership no./FRN of Chartered Accountant with UDIN)

FORMAT- 8**ADDITIONAL PQ CRITERIA (if applicable)**

S. No.	Description	Details
1	Electrical Contractor License as per clause no. 6.1 of Operating Part (Part 1) of NIT (For Applicability refer Schedule A)	Uploaded/Not Uploaded /Not Applicable
2	Additional Technical qualifying criteria (if any) documents as per clause no. 6.0 of Operating Part (Part 1) of NIT	Uploaded/Not Uploaded /Not Applicable

Note: This format may be modified to capture the desired information

APPENDIX

Number	Description
1	Joint venture (unincorporated) /Consortium agreement/ MOU (Memorandum of Understanding)
2	Integrity pact
3	Power of attorney format
4	Undertaking by bidder
5	Bank solvency format
6	Visitor's details format
7	Format for undertaking by contractor for compliance of labor laws
8	Letter of Intent
9	Certification under preference to Make in India order
10	Self-certification for proprietorship firm
11	Form for Certificate of Net Worth from Chartered Accountant
12	Self-Declaration on Proceedings under Insolvency and Bankruptcy Code (IBC)
13	Deviations to Tender Conditions

Appendix-1

Joint Venture (JV)/Consortium Agreement/MOU (Memorandum of Understanding)

(Below mentioned format is a sample format and the JV (unincorporated) /Consortium partners may modify suitably, however the major aspects like share of interest, division of responsibility, joint and several responsibility etc. should invariably be covered in the MOU.)

The use of word Joint Venture(s) /JV anywhere in this format refers to “unincorporated Joint Venture(s)/JV”.

The parties hereto declare that they have agreed to form a joint venture/consortium for the purpose of uploading the pre-qualification application/ bid document initially and then tender/bid and if successful for the execution of the works as an integrated joint venture/consortium. The parties are not, under this agreement, entering into any permanent partnership of Joint Venture/consortium to Tender/bid or undertake any contract other than the subject works. Nothing herein contained shall be considered to constitute the parties of partners to constitute either partly or wholly the agent of the other.

1.0 WITNESS:

Whereas Nuclear Power Corporation of India Limited (NPCIL) has invited offers from intending bidders and NPCIL has permitted a group of up to Three firms forming a Joint Venture/Consortium to be eligible to be a bidder and whereas two/three (as the case may be) of the parties of Joint Venture/Consortium are desirous to enter into a Joint Venture/Consortium in the nature of partnership engaged in the joint undertaking for the specific purpose of execution of the work of ----- vide tender no.-----and whereas the parties have reached understanding to upload pre-qualification application / offer, if pre-qualified and to execute the contract if awarded.

This agreement witness as follows:

- 1.1** The parties do not enter into an agreement of any permanent partnership of Joint Venture/Consortium to tender/bid or undertake any contract other than the specified above.
- 1.2** The operation of this joint venture/Consortium, concerns is confined to the work of ----- vide tender no. -----.
- 1.3** The name of the Joint Venture/Consortium for convenience and continuity shall be -----

- 1.4** The address of the Joint Venture/Consortium for communication shall be as under-----

- 1.5** The Joint Venture/Consortium shall jointly upload qualification criteria on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.

1.6 That this Joint Venture/Consortium shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions:

a. ----- Firm shall be the lead partner/member in charge of the Joint Venture/Consortium for all intents and purpose and who shall have authority to bind each of the JV/Consortium partner(s).

The Lead partner/member of the consortium shall be responsible towards:

- (a) Preparation and submission of bid on behalf of the JV/Consortium,
- (b) To negotiate with the Corporation (if selected by the Corporation for negotiation)
- (c) Acceptance of the contract on behalf of JV/Consortium,
- (d) Correspondence with the parties, co-ordination between the Corporation, JV/Consortium Partners and other agencies concerned,
- (e) Submission of the Contract Securities and other documents,
- (f) To submit invoice and other documents and receive the payment,
- (g) To ensure performance of the contract.
- (h) To respond promptly in settlement of disputes arising during any stage from submission of bid till closure of contract
- (i) To participate in the process of arbitration.

b. In case the said work is awarded to the Joint Venture/Consortium the partners of the Joint Venture/Consortium will nominate a person with duly notarized Power of Attorney on stamp paper, who will represent the Joint Venture/Consortium with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the Joint Venture/Consortium.

1.7 The parties agree to make financial participation and to place at disposal of Joint Venture/Consortium the benefits of its individual, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including provision of information, advice and other assistance required in the Joint Venture/Consortium and participation shall be in proportion of

Firm A-----%

Firm B-----%

Firm C-----%

Total 100%

1.8 All rights, interests, liabilities, obligations work experience and risks (and all net profit or net losses) arising out of the contract shall be borne by the parties in proportion to their share. Each of the parties shall furnish its proportionate share in any bonds, guarantees; sureties required for the works as well its proportionate share in connection with the works. The share and participation of the partners in working capital and other financial requirements shall be in ratio as mentioned above.

- 1.9** The Joint Venture/Consortium authorizes Sh. ----- Designation ----- to upload the bid offer, clarification, enter into negotiation and for any action required in respect of matters arising under the contract with NPCIL.
- 2.0** **Duration of the Joint Venture/Consortium Agreement:** It shall be valid during the entire currency of the contract including the period of extension if any and the defect liability period after the work is completed.
- 3.0** **Governing Laws:** The Joint Venture/Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.0** **Internal responsibilities and liabilities:**
- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the NPCIL for the execution of the contract commitment in respect of the works in accordance with contract conditions.
- The responsibilities for performing execution of the said contract by each JV/Consortium partner is as indicated in the Annexure-I. It is further agreed by the JV/Consortium partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the members under this agreement.
- (b) The parties specifically undertake to carry out their separate and full compliance with the contract with the NPCIL. Each party shall be responsible jointly and severally for consequences if any arising out of defective or delayed execution of works which falls within the individual party's area or responsibility and / or it has been caused due to acts and or omission of the concerned party.
- (c) The parties jointly & severally agree to replace, modify or repair any defect in their respective portion of works in accordance with the terms and condition of the contract with the NPCIL.
- (d) The parties jointly and severally indemnify and hold harmless to each other against any claim made by the NPCIL or any other third party for injury, damage loss or expenses is attributed to the breach/ nonperformance of his responsibilities by the indemnifying party in accordance with the agreements and / or contract with the NPCIL.
- (e) None of parties have joined in any other Joint Venture/Consortium for the said works.
- 5.0** **Responsibilities and liabilities of Joint Venture/Consortium towards the NPCIL:**
- (a) Parties hereto shall be jointly & severally liable & responsible for acts, deeds, and things done or omitted (to be done) in respect of the execution of the contract & for any financial liabilities arising there from.
- (b) Parties hereto shall be jointly & severally liable & responsible to the NPCIL for the execution of works in accordance with the contract conditions.
- (c) Parties hereto shall be jointly & severally indemnify NPCIL harmless against any claim made by the NPCIL or any other third party for any injury, damage or loss which may be attributed to the breach of the obligation under the contract, pursuant to the contract.
- (d) The members of the JV/Consortium to which the contract is awarded, shall be jointly and severally liable to the NPCIL for execution of the project in

accordance with General, Special Conditions of the contract and as per tender document. The JV/Consortium members shall also be liable jointly and severally for the loss, damages caused to NPCIL during the course of execution of the contract or due to non-execution of the contract or part thereof.

- (e) In case of breach of the said contract by any of the partners of the JV/Consortium, the other JV/consortium partner(s) hereby agree to be fully responsible for the successful execution/performance of the Contract in accordance with the terms and conditions of the contract.

6.0 Termination of the Agreement

The agreement shall be terminated as per the tender conditions and in case of following circumstances:

- (a) On completion of the defect liability period as stipulated in the agreement of the works and all the liabilities thereof are liquidated. The permission of NPCIL shall be obtained before liquidation.
- (b) No partner has the right to assign any benefits, obligation or liability under agreement to any third party without the written consent of the other partners as well as NPCIL.

7.0 Financial Matter

- (a) Bank Account in the name of the JV/Consortium will be opened with any schedule or nationalized bank to be operated by an individual signatory as decided mutually by the Joint Venture/Consortium Partners.
- (b) All the partners shall be responsible to maintain or cause to maintain proper Books of Accounts in respect of the JV/Consortium as per the Indian Contract Regulation Act and shall be closed at the end of the every financial year ending 31 March. Upon closure of the books of accounts balance sheet and profit and loss account as to the state of affairs of the firm as at the end of the financial year and as to the profit and loss made or incurred by the firm for the year ended on that date shall be prepared for the same, shall subject to audit by a chartered accountant.
- (c) None of the party shall be entitled to make any borrowing on behalf of the JV/Consortium without prior written consent of all the other parties of JV/Consortium.
- (d) On award of the contract to JV/Consortium, PAN and GSTIN shall be obtained in the name of JV/Consortium.

8.0 Legal Jurisdiction

All questions relating to validity interpretation of this agreement shall be governed by the law of India and shall be subject to jurisdiction of Court as per the relevant clause of General Conditions of Contract.

9.0 Settlement of Disputes,

In case of conflict between Work Order issued by the Corporation and JV/Consortium Agreement, Work Order shall take precedence over the JV/Consortium Agreement.

Any dispute in interpretation of any condition mentioned herein shall be referred to an arbitrator/ tribunal by mutual consent of the partners and such proceedings shall be governed by the Indian Arbitration and Conciliation Act. 1996 and as amended from time to time. The award of arbitrator shall be final and binding on the party hereto. Neither the obligation of each party here to the performance of

contract nor the execution of work shall stop during the course of arbitration proceeding or as a result thereof.

10.0 Insurance:

The Joint Venture/Consortium shall take such insurance in connection with the work in accordance with the tender condition acceptable to the NPCIL.

11.0 No change shall be made in this agreement without prior written consent of the NPCIL and other parties.

This JV/Consortium agreement remains unaffected due to any change in the in the Article of Association of any one or any number of consortium partners with immediate or retrospective effect.

12.0 Default and withdrawal from the JV/Consortium:

In case that either party fails to observe the provision stipulated in this Agreement withdrawal from the Joint Venture/Consortium, loss and / or expenses incurred by other parties due to such default and /or withdrawal shall be fully compensated by the party who has defaulted.

13.0 All matter relating to or arising due to this agreement shall be treated as confidential and shall not be disclosed to any other party.

In witness whereof the parties have caused their duly authorized representative to sign below:

Witness

1. _____ (Signed for and on behalf of firm A)

2. _____

Date:

Seal:

Witness

1. _____ (Signed for and on behalf of firm B)

2. _____

Date:

Seal:

Witness

1. _____ (Signed for and on behalf of firm C)

2. _____

Date:

Seal:

ANNEXURE-1 TO JV/CONSORTIUM AGREEMENT**(Model DIVISION OF WORK AMONG JV/CONSORTIUM PARTNERS BASED ON THEIR RESPONSIBILITIES AND WORKING ARRANGEMENT)**

Sr. No.	Description of work to be carried out by JV/ Consortium (Indicative)	Division of Responsibilities		
		Partner A (Lead Partner)	Partner B	Partner C
1	Coordination of the Tender/Contract			
2	Design & Engineering (if applicable)			
3	Manufacture & Supply of item (if applicable) 1. 2. 3. 4.			
4	Erection & Commissioning (if applicable) 1. 2. 3. 4.			
5	Any other additional responsibilities (if applicable)			

Appendix-2

Format of Pre-Contract Integrity Pact

(The submission of bid shall constitute a binding integrity pact as per below mentioned format between the bidder and Authority calling the tender on behalf of Principal/Purchaser/Corporation/Owner/Buyer/NPCIL)

INTEGRITY PACT

Between

Nuclear Power Corporation of India Limited (NPCIL), a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at World Trade Centre, 16th Floor, Cuffe Parade, Colaba, Mumbai 400005, hereinafter referred to as **“The Principal/Purchaser/Corporation/Owner/Buyer/NPCIL”** (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

and

“The Bidder/Contractor” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

The Principal/Purchaser intends to award, under laid down organizational procedures contract/purchase order/work order for this tender. The Principal/Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and / or Contractor(s).

Integrity Pact (IP) essentially envisages an agreement between the prospective Bidder/Contractor and NPCIL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

This pact aims to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enable the Purchaser/Principal to obtain the desired said stores/equipment/services/work (as the case may be) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and also to enable Contractor(s)/Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Purchaser/Principal will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Purchaser/Principal has appointed Independent External Monitors (IEM), to monitor the Tendering process and the execution of the Contract for compliance with the principles as laid down in this Pact.

Therefore, to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

Hence, in consideration mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Purchaser

- 1) The Principal/Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles;
 - a) The Principal/Purchaser undertakes that no official of the Principal/Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage(which he/she is not legally entitled to) from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - b) The Principal/Purchaser will, during the Tender process, treat all Bidder(s)/Contractor(s) with equity and reason. The Principal/Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s)/Contractor(s) the same information and will not provide to any Bidder(s)/Contractor(s) confidential /additional information through which the Bidder(s)/Contractor(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Purchaser will endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - d) All the officials of the Principal/Purchaser will report to the appropriate office any attempted or committed breaches of the above mentioned commitments as well as any substantial suspicion of such a breach.
- 2) In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the Principal/Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Principal/Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Purchaser and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal/Purchaser the proceedings under the contract would not be stalled.

Article 2-Commitments of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal/Purchaser all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process, throughout the negotiation or award of a contract and during the execution of contract.
- 2) The Bidder(s)/Contractor(s) commit and undertake themselves to take all measures necessary to prevent malpractices & corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during his participation in the Tender process and during the Contract execution;
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give or attempt, to any of the Principal's/Purchaser's employees involved in the Tender process or execution of the Contract or to any third person on their behalf any material or other benefit which he/she is not legally entitled to,

in order to obtain, in exchange, any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- b)** The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PSU/Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PSU/Government.
- c)** The Bidder(s)/Contractor(s) will not enter into with other Bidder(s)/Contractor(s) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, sub-contracts, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- d)** The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act or the relevant Anti-corruption Laws of India. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Corporation/Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- e)** The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/Representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives/principals/associates, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal, directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent and/or parallel tender for the same item.
- f)** The Bidder(s)/Contractor(s) will, when presenting his bid, disclose, with each tender any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- g)** The Bidder(s)/Contractor(s) further confirms and declares to the Principal/Purchaser that the Bidder(s)/Contractor(s) is the original manufacturer/Integrator/authorized government sponsored export entity(if applicable) of the stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way, to recommend to the Principal/Purchaser or any of its functionaries, whether officially or unofficially, for the award of the contract to the Bidder/Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- h)** If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Purchaser, or alternatively, if any relative of an officer of the Principal/Purchaser has financial interest/stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder/Contractor at the time of filing or tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- i) The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Purchaser.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons/parties to commit offences outlined above or be an accessory to such offences.
- 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official/official of NPCIL to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of NPCIL interests.
- 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/her reputation or property) to influence their participation in the tendering process.

Article 3 -Integrity Pact Security

- 1) The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of bid. The EMD/Bid Security shall be forfeited for any violation of IP.
- 2) In case of successful bidder to whom the Contract is awarded, after the release of the EMD, the SD(Security Deposit)/PBG(Performance Bond Bank Guarantee)/PSB (Performance Security Bond)/ SD (i.e., Performance Guarantee plus available Retention Money)/Performance Security, as applicable, will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD/PBG/PSB/ SD (i.e., Performance Guarantee plus available Retention Money)/Performance Security, as applicable, shall be forfeited.

Contractor shall initially submit SD/PBG/Performance Guarantee/Performance Security, as applicable as per relevant clauses of Contract to start with. However, Contractor will also be required to extend the validity of SD/PBG/Performance Guarantee/Performance Security, as applicable, till validity of the IP if required.

The Performance Guarantee and Retention Money (if applicable) will be released after completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.

- 3) The EMD/Bid Security submitted by the bidders who does not qualify for the tender and qualified unsuccessful bidders shall be returned to the respective bidders as per conditions stipulated under the clause “EMD/Bid Security”.

Article 4 - Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Purchaser under law or the contract or its established policies and laid down procedures, the Principal/Purchaser shall have the following rights in case of breach of this Integrity

Pact by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf, whether with or without the knowledge of the Bidder(s)/Contractor(s), and the Bidder/Contractor with its free consent and without any influence accepts and undertakes to respect and uphold the Principal/Purchaser absolute right:

A) Disqualification from tender/bidding process and exclusion from future contracts

If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Purchaser after giving 14 days notice to the bidder/contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/cancel/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation" or as per the procedure applicable in case of GeM Bid, , as the case may be. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Purchaser as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation" or as per the procedure mentioned in "Incident Management Policy" (in case of GeM Bid), as the case may be.

B) Compensation for Damages:

- 1) If the Principal/Purchaser has disqualified the Contractor(s)/Bidders(s) from the tender process prior to the award according to Section 3 A), the Principal/Purchaser is entitled to demand and recover the damages equivalent to EMD/Bid Security.
- 2) If the Principal/Purchaser has terminated the contract according to Section 3 A), or if the Principal/Purchaser is entitled to terminate the contract according to section 3A), the Principal/Purchaser shall be entitled to demand and recover from the Bidder(s)/Contractor(s) the amount equivalent to Security Deposit (SD)/Performance Bond/Performance Security Bond (PSB)/Performance Security, as applicable.

C) Criminal Liability:

If the Principal/Purchaser obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC (Prevention of Corruption) Act, 1988 or if the Principal/Purchaser has substantive suspicion in this regard, the Principal/Purchaser will inform the same to law enforcing agencies/Chief Vigilance Officer for further investigation.

D) In addition to A), B) & C) above, the Principal/Purchaser shall be entitled to take recourse to the relevant provisions of the contract related to Termination/Cancellation/Determination of Contract.

- 2) A transgression is considered to have occurred if the Principal/Purchaser after due consideration of the available evidence concludes that no reasonable doubt is possible.
- 3) Subject to full satisfaction of the Principal/Purchaser, the exclusion of Bidder(s)/Contractor(s) could be revoked by the Principal/Purchaser if the Bidders(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

- 4) The decision of the Principal/Purchaser to the effect that a breach of the provisions of this pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Article 5- Previous Transgression

- 1) The Bidder(s)/Contractor(s) declares that no previous transgressions impinging on the anti-corruption principle / any malpractice as mentioned in Article-2, has occurred in the last three years from the date of submission of bid with any other Company in any country or with any public or government organisations or Public Sector Enterprises in India that could justify his exclusion from the tender process.

The date of such transgression impinging on the anti-corruption principle in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority.

The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion are also included in above mentioned declaration.

- 2) If the Bidder(s)/Contractor(s) makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated on this ground or action can be taken as per the procedure mentioned in the “Banning of business dealings by NPCIL/Corporation” or as per the procedure applicable in case of GeM Bid, as the case may be, as deemed fit by the Principal/Purchaser.

Article 6- Equal treatment of all Bidders/Contractors/ Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
- (2) The Principal/Purchaser will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected in case of non-acceptance of Integrity Pact.

Article 7 -Company Code of Conduct

Contractor(s)/Bidder(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company/firm/legal entity (as applicable).

Article 8- Independent External Monitor (IEM)

- 1) The Principal/Purchaser has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission (their names & contact details of the IEM are given in the tender document).
- 2) The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3) The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM would have access to all Contract documents, whenever required. IEM shall convey his observations to the Chairman & Managing Director, Nuclear Power Corporation of India Limited.

- 4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Purchaser including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the IEM, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Contractor(s)/Subcontractor(s) with confidentiality.
- 5) The IEM has also signed declarations on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NPCIL and recuse himself/herself from that case
- 6) The Principal/Purchaser will provide to IEM sufficient information about all the meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal/Purchaser and the Contractor and shall keep the IEM apprised of all the developments in the tender process. The parties offer to the IEMs the option to participate in such meetings.
- 7) As soon as the IEM notices, or has reason to believe, a violation of this Pact, he/she will so inform the Authority designated by the Principal/ Purchaser.
- 8) If the written observations submitted by the IEM discloses a substantiated suspicion of an offence under the relevant IPC/PC Act, and that no visible action is initiated by the NPCIL, within reasonable time, then the IEM shall be at his liberty to take up the issue with Chief Vigilance Officer (CVO)/ Central Vigilance Commissioner (CVC).
- 9) The word "IEM" would include both singular and plural.

Article 9- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal/Purchaser or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 10- Duration of the Pact

The IP would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins with the submission of Bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract including the period of extension if any and the defect liability period/warranty period after the work is completed to the satisfaction of both the Principal/Owner and the Bidder/Contractor or 12 months from the date of the last payment/final bill payment, whichever is later.

In case the Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful Bidder.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by Chairman & Managing Director, NPCIL.

Article 11-Other Provisions

- 1) This Pact is subject to Indian Law. The place of performance and jurisdiction is the Head Office of the Principal/Purchaser, i.e. Mumbai, India.

- 2) Changes and supplements, if any shall be signed and executed by both the parties to this pact.
- 3) If the Bidder(s)/Contractor(s) is a Joint venture (unincorporated), partnership or a consortium, submission of bid by authority authorized to submit bid on behalf of Joint venture (unincorporated), partnership or a consortium shall constitute a binding integrity pact as per this format between the bidder and Authority calling the tender on behalf of Corporation/Principal/Purchaser/Buyer/NPCIL.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties, with regard to the terms of this Agreement/Pact, any action taken by the Principal/Purchaser in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- 6) Submission of tender/bid by authority authorized to bid on behalf of Bidder(s)/ Contractor(s) shall enforce this pact.

Article 12- LEGAL AND PRIOR RIGHTS

- 1) All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid.
- 2) Both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.
- 3) Bidder(s)/Contractor(s) by submission of bid accepts that he/she shall not approach the Courts while the matter/complaint/dispute has been referred to the IEM in terms of this pact and he/she will wait for their decision in the matter before approaching any Court.

Appendix-3

FORMAT FOR POWER OF ATTORNEY TO AUTHORISED SIGNATORY

(Below mentioned format is a sample and indicative format and can be suitably modified to capture relevant details)

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant Stamp Act. The stamp paper to be in the name of the firm/company who is issuing the Power of Attorney).

We, M/s _____ (name of the firm/company with address of the registered office) hereby constitute, appoint and authorize Mr. / Ms. _____ (Name and residential address) who is presently employed with us holding the position of _____ and whose signature is given below as our Attorney to do in our name and our behalf all or any of the acts, deeds of things necessary or incidental to our bid for the work _____ (name of work , Tender no.), including signing and submission of bid, participation in the meetings, responding to queries, submission of information/ documents and generally to represent us in all the dealings with NPCIL or any other, In connection with the works until culmination of the process of bidding , till the Contract Agreement is entered into with NPCIL.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall always be deemed to have been done by us.

(Add in the case of a Consortium/ Joint Venture)

Our firm is a Member/ Lead Member of the Consortium of _____, _____ and _____.

Dated this the _____ day of _____ 20_____.

(Signature and Name of authorized signatory being given Power of Attorney).

(Signature and Name in block letters of *All the partners of the firm, *Authorized Signatory for the Company)

(*Strike out whichever is not applicable)

Seal of firm/Company

Witness 1:

Name:

Address:

Occupation:

Witness 2:

Name:

Address:

Occupation:

Appendix-4

Undertaking by the bidder

1. I/We have read and examined the notice inviting tender, schedule-A, B, C, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, integrity pact, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work. I accept all the conditions.
2. We have neither concealed any information/document which may result in our disqualification nor made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
3. I/We undertake that I/We have not been blacklisted / de-registered / holiday listed/debarred/ banned for business dealing /any other term meaning the same by NPCIL or any other Competent Authority restricting the bidder from participating in tenders of Govt. or CPSEs and applicable to NPCIL as on date of submission of the bids.
4. I/We undertake that the Work Order submitted for evaluation of work experience has not resulted in banning/any other term meaning the same.
5. I/We undertake and confirm that in case of any default of bid conditions Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said bid security absolutely.
6. If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said bid security absolutely. Further, if I/We fail to commence work as specified, I/We agree that Corporation shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said bid security and the performance guarantee absolutely. I/We agree that in case of forfeiture of Bid security & Performance Guarantee as aforesaid and in the event of deficiency, out of any other money due to Me/Us or otherwise. I/We shall be debarred for participation in the re-tendering process of the work.
7. I/We agree that as an MSE registered/ Startup registered (if applicable) bidder who has availed bid security exemption provision, in case of any default of provisions of bid, the Corporation shall be at liberty to deduct an amount equal to bid security out of any other money due to Me/Us or otherwise with Corporation.
8. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.
9. I/We declare that all the information being uploaded by me is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any stage of tendering or contract period. I/We will be liable to the penal actions as prescribed in tender document.
10. I/We declare that in the preparation and submission of the bid, we have not acted in concert or in collusion with any bidder or other persons and not done any act, deed or thing which is or could be regarded as anti-competitive.

11. I/We authorize Corporation for seeking information / clarification from by bankers, clients having reference in this bid.
12. I/We have uploaded scanned copy of of all relevant documents as prescribed in the tender document in support of the information and data furnished by me/us on e-tendering portal.
13. I/We accept all the undertakings as specified elsewhere in the tender document.
14. I/We accept the Integrity Pact (If applicable as per schedule-A) and shall be bound by its provisions for the work wherever the same is made applicable by the Corporation. The submission of bid shall constitute a binding integrity pact as per the enclosed format between the bidder and Authority calling the tender on behalf of Corporation.
15. I/We confirm that this online agreement will be a part of my bid and if the work is awarded to me /us, this will be a part of our agreement with Corporation.
16. I accept the present and any future revision of NPCIL procedure for banning of business with the bidder/contractor.
17. The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bids shall be rejected outright and Bid Security forfeited without prejudice to any other rights or remedies available to Corporation.
18. The person who has signed the tender/bid documents is authorized by the company/firm to upload the bid on its behalf. The Company is responsible for all of my acts and omissions in the tender/bid.
19. I shall comply with the provision of Anti-Profiteering under GST act.
20. Conditions on Public Procurement from certain countries:
Ref: Provisions of F. no. 6/18/2019-PPD Order (Public Procurement No.1) dtd 23.07.2020 and order (Public Procurement No.2) dtd. 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India.
“I have read the above referred orders including clause 8, 9 and 10 read with Para 1 of “Public Procurement No.1” regarding restriction 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 it is 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.)”
21. In case of Company, I/We undertake that category of work to be tendered is covered under our AOA (Article of Association) and / Memorandum of Association (MOA).
Accordingly, I am empowered to enter into a contract for this tender.
22. In the event of failure of the contemplated negotiations relating to Tender, original tender/offer shall remain open for acceptance on its original terms and conditions and provisions of the original bidding document remain valid and binding on me.
23. I/we confirm that the submission of bid shall mean absolute acceptance of the undertaking. In case of non-acceptance of the undertaking in part or full shall result in rejection of bid and forfeiture of bid security/performance guarantee/retention money.

Appendix-5

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that M/s..... having registered office address.....
.....is customer maintaining his accounts with our branch since..... . As per records available with the bank, M/s..... can be treated as solvent up to a limit of Rs..... (Rupees in words.....).

It is clarified that the above information is at the specific request of the customer. This certificate is issued without any guarantee or responsibility on bank or any of the offices.

Name, designation, Signature with seal of bank

Note:

1. Bankers Certificates should be on letter head of the Bank.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Appendix-6**APPLICATION FORM FOR BIDDER FOR ENTERING
SITE IN CONNECTION WITH TENDER/BID FOR
CONTRACT WORKS**

1.	Name of the person	:	
2.	Name of the firm / company	:	
3.	Age	:	
4.	Details of identification proof *	:	
5.	Designation	:	
6.	Address	:	
7.	Contact No. – Landline/ Mobile No.	:	
8.	E-mail ID	:	
9.	Purpose of visit	:	
10.	Person whom you want to meet	:	
11.	Date of visit	:	
12.	Time of visit	:	
13.	Vehicle No.	:	
14.	Driver's name & age	:	
15.	Additional persons, if any * Name Age Designation	: : : :	
16.	Remarks:	:	

- Photo ID Proof in any form of PAN Card, Voters ID, Bank Pass Book, Ration Card, Driving License, any other ID card issued by Government etc. shall be produced at CISF Main gate for entry. Mobile phones, laptop and any other electronic device are not permitted.

The information given above is true to the best of my knowledge.

Signature of the bidder with date

Appendix-7

**PROFORMA FOR UNDERTAKING BY THE CONTRACTOR
WITH EACH RA BILL FOR COMPLIANCE OF LABOUR
LAWS**

I, _____ S/o _____ Proprietor/Partner/Director of _____, do hereby declare and undertake as under:

1. That in the capacity of independent contractor for the Corporation, I have complied with the provisions of all laws as applicable for work order no. _____ I have paid the wages for the month of _____ to all my employees and no other dues are payable to any employee.
2. That I have covered all the eligible employees under Employee's Provident Funds and Miscellaneous Provisions Act and the Employee's State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable. The details are enclosed.
3. I have also deposited all the dues related to following:
 - a) BOCW
 - b) GST
4. The documents and information submitted by me in this regard is truthful. I understand that in case the information is found incorrect I, may be debarred from participation in any tender of Corporation for two year.
5. I further declare and undertake that in case any liability pertaining to my employees are to be discharged by the Corporation, due to my lapse, I undertake to reimburse the same. Corporation is authorized to deduct the same from my dues as payable.

(Authorized Signatory of the Contractor)

Appendix-8

Letter of Intent

No.: Dated:

To

(Name and address of the Bidder)

Subject: (Name of the work as appearing in the tender for the work)

Tender no.: -----

Dear Sir (s),

Your tender/bid for the work mentioned above has been accepted for and on behalf of Nuclear power Corporation of India limited at your tendered/negotiated tender/bid amount of Rs..... (Rupees.....only).

- 1) It is requested to submit Performance bank guarantee of amount ₹ _____ within _____ days of issue of this letter.
- 2) On receipt of these documents, Work order shall be issued.
- 3) The tentative date of commencement shall be -----.
- 4) Shri_____, will be the Engineer-in-charge of this work & you may contact him for further instructions.

Yours faithfully,

For and on behalf of

Nuclear Power Corporation of India Limited

Appendix-9

(To be submitted on letter head of Bidder/CA as applicable)

Certification under preference to Make in India order

In line with “Public Procurement (preference to make in India) Order 2017 (PPP-MII Order 2017)” issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No - P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of tender, herein after referred as “PPP-MII Order 2017”, it is hereby certified that We/ M/s _____ are _____ (Class I Local Supplier/Class II Local Supplier) local supplier meeting the requirement of minimum local content i.e., _____% as defined in above orders against Tender No.....dated..... Details of location(s) at which local value addition is/will be made is/are as follows:

_____.

Signature with date:

Name:

(Authorized Signatory of the Contractor/ Statutory Auditor /Cost Auditor/Cost Accountant/ Practicing Chartered Accountant details as applicable)

Notes:

- 1) This certificate to be submitted by bidder for work/service with estimated cost put to tender upto Rs. 10 crore.
- 2) For estimated cost put to tender in excess of Rs. 10 crores, Bidder 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).

Appendix-10

Format for self-certification for Proprietorship firm

(To be signed, scan and upload by bidder)

Name of Entity:

Name of Proprietor:

I, _____, solemnly declare that I am the Sole Proprietor and DSC
Holder of the said firm.

Signature of Bidder

Appendix-11

Form for Certificate of Net Worth from Chartered Accountant

(This is an indicative sample format. However, details indicated in the format shall be covered)

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s(Name and Registered Address of individual/firm/company), as on is ₹after considering all liabilities. It is further certified that the Net Worth of the Company has not eroded by more than 30% in the last three audited financial years previous to the last day of month previous to the commencement date of sale/download of tender.”

Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No./FRN of ICAI.....

Date and Seal with UDIN.....

Appendix-12

Self-Declaration on Proceedings under Insolvency and Bankruptcy Code (IBC)

(This is an indicative sample format. However, details indicated in the format shall be covered)

Tender No.: Name of Work:

Bidder's Name:

I / We, M/s.....declare that:-

- (i) I / We am / are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 or as amended from time to time as on date.
- (ii) I / We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

Note: *Strike out one of above which is not applicable.*

It is understood that if this declaration is found to be false, Nuclear Power Corporation of India Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including banning/holiday listing) available to NPCIL.

Date:

Signature of Bidder with Name and stamp of Signatory

Appendix -13

Deviations to Tender Conditions

BIDDERS TO MAKE AND ATTACH WITH PART-I BID

SECTION – II

MEMORANDUM OF AGREEMENT

SECTION – II

MEMORANDUM OF AGREEMENT

Item rate Contract

I / We hereby tender for the execution for the Nuclear Power Corporation of India Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rate specified therein, and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule 1 hereof and Clause II of the conditions of contract and with materials as per provided for by and in all respects in accordance with, such conditions as far as possible.

MEMORANDUM

- a) General Description of work : **Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site.**
- b) Estimated cost : **₹ 2,11,08,672/-**
- c) Bid Security : **₹ 4,22,173/-**
- d) Security Deposit : **To be submitted as per clause 4.2 of GCC.**
- e) Time of completion : **Eighteen (18) Calendar Months**

RULE # 1

Should this tender be accepted, in whole or in part, I / We hereby agree to abide and fulfill all terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in the notice inviting tenders so far as applicable, and / or in default thereof to forfeit and pay to Nuclear Power Corporation of India Limited or his successors in office, the sum of money mentioned in the said conditions.

If I / We fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said NPCIL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said bid security absolutely. Further, if I/We fail to commence the work specified in the above memorandum, I/We agree that the said NPCIL or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said bid security absolutely and cancel the award of work.

I/We agree to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carryout such deviations as may be ordered, upto maximum of the percentage mentioned in clause 11.2.1 General Conditions of Contract and those in excess of that limit at the rates to be determined in accordance with the

provisions contained in General Conditions of Contract. I / We hereby declare that **I / We have been debarred / not debarred and / or delisted / not delisted by any Govt. / PSU. ***

Dated the _____ day of _____ 202____

Signature of contractor before submission of tender: _____
Signature of witness to Contractor's Signature before submission. _____ :

Address _____

Occupation _____

The above tender is hereby accepted by me for and on behalf of (Organizations Name)

Dated the ____ day of _____ 202____

Signature of the officer by whom accepted. : _____

* Tenderer is advised to read carefully and strike out whichever is not applicable and furnish details wherever applicable.

SECTION – III

SPECIAL INSTRUCTIONS – **SPECIAL CONDITIONS** **OF** **CONTRACT**

The special instructions/conditions under this section supplement the General Conditions of Contract (G.C.C) Section IV and shall be considered as part of the contract document. Where these “Special Instructions/ Special Conditions of Contract” are at variance with the corresponding general conditions, stipulations and specifications elsewhere in the tender document, these “Special Instructions/ Special Conditions of Contract” shall prevail.

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Special Instructions – Special Conditions of Contract

Part-I

1. PREFERENCE AND EXEMPTIONS TO MSE UNITS:

As per NIT clause No. 25

2. LIABILITIES FOR DAMAGE AND INSURANCE:

The Contractor shall provide the following insurance policies in the joint names of the Corporation and the Contractor with insurance cover from the date of commencement of work to the end of the Defects Liability Period. The contractor will be fully responsible for any loss, damage or destruction of NPCIL plant & machineries, property, persons etc. The quoted rate shall include the premium amount for the insurance policies as given in Sch-A Sl. No. 25 and clause 15.1 of GCC. Policies submitted should bear the Work Order (WO) number except Group Insurance for which WO number is not mandatory. Contractor shall submit the copies of Insurance policy along with the original policy document to the Engineer-in-charge before the commencement of work.

2.1 Third Party Insurance:

This policy shall be in the joint name of the Contractor and the Corporation and the period of policy shall be from the date of commencement of work to the end of defect liability period. The contractor shall submit the insurance for third party liability for 10% of Contract value (Including GST) subject to a maximum of Rs. 50 Lakhs to the Engineer-In-Charge before the commencement of work. Wherever CAR Policy is applicable separate third-Party Insurance is not required.

2.2 Contractor's All Risk (CAR) Policy:

The Contractor is liable to take Contractor's All Risk (CAR) policy for the whole contract value (Including GST). The insurance amount shall also cover third party liability to the extent, if any as specified in Schedule-A. Though the CAR policy along with third party insurance and workmen compensation policy are essential as per clause no: 15.1.1 of GCC, in case of work costing less than 10 Lakhs for Service & Maintenance contracts, Engineering service contract and Horticultural contracts the CAR policy is not required.

2.3 ESI Scheme:

The contractor shall cover all eligible workers under ESI Act, 1948, even if it is less than ten workmen.

The contractor shall submit ESI document indicating the names of persons covered under the ESI scheme to the Engineer-in-charge before the commencement of work. In case of any change in number of workmen, covered under the ESI scheme, during the course execution of work, ESI coverage for additional workmen shall be ensured and the change should be intimated to the Engineer- in-Charge.

The contractor shall comply with the various provisions of "The Employees State Insurance Act, 1948" as amended from **time to time. ESIC Component as per the provision of ESIC act and its amendments shall be taken into account while quoting the rate wherever applicable.**

Overtime allowance will be considered as part of wage for the purpose of working out the contribution only and will not be considered for the purpose of the coverage of the

employee under the scheme. Bonus, if paid at regular intervals not exceeding two months shall be considered as Wage Component for payment of ESI Contribution.

The wage limit for coverage of an employee under the Act shall be Twenty-One Thousand rupees a month. An employee whose wages exceed Rs.21, 000/- per month at any time after and not before the beginning of the contribution period, shall continue to be an employee until the end of that period.

The Contractor is liable to pay the contribution in respect of eligible worker at the specified rates to the ESI Corporation within 15 days of the last day of the Calendar month in which the contributions fall due.

Contractor should have valid registration with ESIC and shall arrange to deposit ESI Contributions etc. as applicable in respect of eligible employees/workmen deployed for execution of this work in the employees/workmen's respective ESI accounts /nos. An evidence of having deposited the same shall be submitted by the Contractor to Engineer-in-Charge every month. The contractor shall ensure the compliance of the ESIC Act, 1948/rule thereof and provide necessary support to all his employees/workmen for availing ESI benefits.

The contractor shall also indemnify, on stamp paper of appropriate value, before settlement of final bills that provisions of ESI Act, 1948 as applicable have been complied with and he shall stand responsible for any future claims, in this regard, received through Central and/or State Government. **Employee / workman compensation policy is not required, where the provision of the ESI Act 1948 is applicable.**

2.4 Employees Compensation Policy:

The contractor shall take the Employee's Compensation Policy for employees who are engaged in this work and not covered under the ESI act.

2.5 Group Insurance:

In case the employees engaged on this work are already covered under the Group Insurance policy of the Contractor, same shall be acceptable in lieu of employee compensation policy. In such case the proof of employment shall be submitted.

3. BONUS:

The monthly bonus @ 8.33% payable at monthly minimum wages of Rs.7000/- for employee drawing less than monthly minimum wages of Rs.7000/-. In case monthly wages exceeds Rs.7000/- bonus @ 8.33% shall be payable at actual monthly minimum wages subject to upper wage threshold limit of Rs. 21000/- per month.

4. EPF:

- a) Statutory levies like EPF @ 13.00% (12% EPF and 1% administrative charge) of minimum wages as per Scheduled of employment of respective category subject to maximum ceiling of Rs.15000/month, or any other rate / ceiling made applicable by law during the currency of the contract, shall be paid. Along with first RA Bill the Contractor shall submit the copy of registration of EPF and the Universal EPFO account number (UAN) of the employees.

- b) Contractor shall submit the total list of workers deployed for the contract with details of EPF Universal account number (UAN) along with Electronic Challan cum Return (ECR) copy with each bill. The Contractor shall submit a consolidated undertaking regarding PMRPY as per the Performa enclosed as Annexure - E along with each Bill.
- c) After completion of the contract, while submitting the security deposit refund request, the Contractor shall submit an undertaking regarding PMRPY as per Performa enclosed as Annexure - F.
- d) **Contractor should mandatorily have EPF registration irrespective of number of workers to be deployed / engaged by him.** The Contractor shall ensure PF coverage to all his workers (Whether more OR less than 20). The Contractor shall comply with all the existing provisions of the Employee's Provident Funds and Miscellaneous Provision Act, 1952 and further amendments in the said Act / Scheme from time to time.
- e) The Contractor must open the EPF Accounts in respect of all his workers / employees covered under the EPF and MP Act- 1952. The Contractor should maintain record of EPF amount deposited in the respective EPF accounts of all their workers / employees.
- f) The Contractor is liable for the EPF contribution /dues for the employees/workers deployed by the Contractor for the work and indemnify NPCIL of any future liabilities on this account. The Contractor shall indemnify on the Non-judicial stamp paper of value Rs. 200/- duly attested by Notary as per enclosed format (Annexure-C) before settlement of final bill for the compliance of the EPF & MP Act, 1952 & the ESI Act, 1948 as applicable and submit it to the Engineer- In-Charge of the work. The Contractor will also stand responsible for any such future claims with regard to EPF dues / outstanding received through concerned authorities.

5. Industrial safety & Security, Charges of Audiometry / medical test:

5.1 Industrial safety & Security: For safety requirement, the Contractor shall provide PPEs / safety gears, Uniforms (Reflective jacket for construction projects), safety shoes confirming to IS 15298. The Contractor shall also submit medical certificate, Police Verification Certificate for all employees.

5.2 Charges of Audiometry / medical test are to be included to the account of Contractor while calculating the daily wage of manpower.

6. UNIFORM CLOTHING:

- a) Contractor shall provide to each of his workers deployed for the work having completion period more than 3 months and up to 12 months, two sets of uniform. Additional one set of uniform shall be provided by the contractor for every additional period up to 6 months beyond one year of completion period. A set of uniform shall comprise of one formal Shirt, one trousers and one pair of socks. The uniform color is light brown shirt & dark brown pant for Gents, Light brown Sari/dark brown suit with light brown checkered shirts for ladies. In Transport Contracts, the uniform color code shall be as per motor vehicle act/rules. **The uniform shall be other than NPCIL Employees uniform.** Name of the Contractor's firm shall be legibly embroidered in a contrasting color on the front left pocket of all shirts. This clause shall be applicable to all Annual Maintenance & service contracts for a period more than three months.
- b) Employees of PSU/Central Govt. / State Govt. or Private Companies can use their own company issued uniform for regular employees.

7. SAFETY SHOES:

- a) Safety shoe conforming to relevant Indian Standards (IS 15298, CE and EN ISO 20345) shall be provided by the Contractor to all workers except for works of horticulture and outdoor housekeeping works during rainy season, for which the contractor may be allowed to provide all weather shoes with the approval of Engineer-in-Charge (Works) in place of safety shoes.
- b) A record of uniform and shoe distribution signed by the Contractor and each of his workers shall be handed over to the Engineer-in- Charge.

8. LABOUR PAYMENT:

- a) The Contractor shall make the payment of minimum wages and other allowances to all its workers on or before 7th day of succeeding month. **If contractor fails to make payment of wages and other allowances to the workers on or before 7th day of the succeeding month, penalty as per applicable Clause will be imposed.** In case it is established that the Contractor's employee is not being paid the wages plus allowances as required in this tender, penal action may be initiated as per Contract provisions. Contractor will arrange muster roll of all Contractor employees which will be countersigned by the contract supervisor deputed for the jobs. He will submit the roll to Engineer-in- Charge for record and verification of wage at the end of each month.
- b) **Mode of Payment:** Contractor shall make payment to his workers on monthly basis through bank only. Payment of monthly wages shall be made in single installment and part payment is not allowed. For this purpose, the Contractor shall ensure that all the workers are having their individual bank account. The record of remittance of wages to the individual worker's bank account and a copy of wage Slip (**Annexure-B**) duly signed by worker and the Contractor shall be submitted to Engineer-in-charge along with each RA bill and final bill. If the Contractor fails to make payment as per the terms and condition of the WO, action will be initiated as deemed fit.
- c) Levy of penalty if any on the Contractor does not abrogate him from his responsibility for disbursement of wages as per the payment of wage act. NPCIL shall not be liable for any damage or compensation payable for any lapse on part of the Contractor.

9. NATIONAL HOLIDAYS:

Contractor shall consider National holidays {Republic Day (26th January), Independence Day (August 15), Gandhi Jayanthi (October 2)} as paid holidays for his workers while quoting. Any holiday declared on the date of Poll under Section 135B of the Representation of People Act, 1951, shall also be considered as paid holidays.

10. AGREEMENT:

The successful bidder shall enter into contract and shall execute and sign the Contract agreement in accordance with the Articles of Agreement. The Successful bidder shall obtain appropriate value Bond paper/ Stamp paper (top page) (as per applicable stamp duty Act at work location) at his own cost in the joint name of NPCIL and the Contractor.

11. COMPLIANCE WITH INDUSTRIAL SAFETY GUIDELINES:

To avoid any accidents with staff and/or labour employed during execution of work, it is imperative to observe the safety code provisions specified under clause 5.6 of Section-IV - General Conditions of Contract, AERB safety guide and Site Instruction for Industrial Safety (Appended with the Section-III) and these shall be strictly followed. The cost of such safety measures shall be included by the bidder in his rates quoted for various items in the schedule of quantities and rates.

12. WORKING IN RADIATION ZONES:

- a) The contractor shall submit the previous dose history of the employees who they proposed to be engaged in radioactive area of NPCIL sites in the form of discharge certificate issued by the appropriate authorities of the Nuclear Power Station where they were employed last as a radiation worker.
- b) If any of the employees had not worked in radioactive areas prior to deployment in NPCIL sites, the contractor has to submit an undertaking to this effect to Engineer-in-Charge. If any of the information submitted by the Contractor was observed to be incorrect, penalty as per relevant clause shall be levied.
- c) Contractor shall ensure that all the workers are trained /retrained and qualified enough to understand the radiation signs, radiation symbols and boards and to understand the basic knowledge of radiation protection. Radiation protection training shall be given by NPCIL sites. They shall also undergo refresher training on radiation protection once in a year and as & when advised by Engineer-in-charge.
- d) They must follow all radiation protection practices and instruction from Health Physics Unit of NPCIL. Violation of any instruction regarding radiation protection shall be viewed seriously and the violation of the procedure shall invoke the levy of penalty as per relevant clause.
- e) All the Contractor's workers should work under the guidance of ARPT qualified departmental representative (Green qualified) in radiation areas.
- f) For the purpose of issue of TLD, the Contractor shall submit Medical fitness certificate in the format provided by Engineer-in-charge, Two Passport size photograph of each worker deployed under this Contract along with duly filled TLD application form to the Engineer-in-charge at the start of work. Any false information provided in the TLD application form will be seen seriously and punitive action as deemed fit will be taken by NPCIL. Validity of medical fitness certificate is one year. Before the expiry date of medical certificate, the Contractor shall submit the new medical fitness certificate in prescribed form.
- g) An application for re-newel of TLD for radiation workers shall be submitted to Health physics Unit in prescribed format in the last week of previous month.
- h) All the radiation workers engaged by the Contractor shall undergo Pre-job Whole Body Counting (WBC) and annual whole body counting at given time and place intimated by the Engineer-in-charge. He shall also undergo whole body counting after the termination of the Contract (post-job whole body counting). In addition to above a particular radiation worker may be asked to undergo whole body counting based on the NPCIL sites requirements.
- i) The Contractor shall ensure that whole body counting requirements as specified above are fulfilled. Engineer-in-charge reserves the right to withhold the final bill till completion of annual whole body counting, post-job whole body counting and any other whole body counting as required by Engineer-in- Charge during the currency of the Contract.

13. ENVIRONMENTAL PROTECTION MEASURES:

All the vendors/contractors shall comply with the provisions enumerated below:

- a. All the resources should be used optimally. Major thrust should be given to comply with conservation of energy and resources.
- b. All the persons should be conversant with good work practices, Industrial hygiene and try to incorporate in daily activities.

- c. Use of compressed gas or hazardous materials should be with permission of Engineer-in-charge.
- d. Comply with segregation of waste at source in to biodegradable, non-biodegradable and hazardous materials. This segregated waste should be disposed off as per the approved procedure of the station.
- e. Continuous evaluation of environmental aspect should be done to prevent/minimize the environmental adverse impact.
- f. Contingency and Mitigating measures should be in place to combat any degradation in environmental, occupational health and safety measures.

14. FOREIGN MATERIAL EXCLUSION:

- a. The contractor shall ensure that all his workmen follow the principles of foreign material exclusion practices. All the equipment/piping openings shall be closed with temporary covers during the progress of work.
- b. It should be ensured that all the loose articles / items are deposited at a designated place, while entering into the area of opened equipment and systems such as pipelines, turbine & generator etc.,

15. DOCUMENTS TO BE SUBMITTED AT DIFFERENT STAGES OF WORK EXECUTION:

A) Before commencement of work:

The Contractor shall submit following documents to Engineer-in- Charge before commencements of work.

- a. Work order / LOI / Contract Order / Sanction Order acceptance letter.
- b. Application for issue of Principal Employer's Certificate (Form-III) for getting a Labour license, if applicable.
- c. For the Contracts covered under BOCW Act and BOCW Cess Act, the contractor must get themselves registered under the Act. The copy of registration along with the Challan of Cess paid shall be submitted to Engineer-in- Charge.
- d. Original Insurance Policies along with premium receipts
 - i. Contractor's All Risk Insurance policy for the whole contract value (Including GST) including insurance for Third Party Liability for 10% of the contract value as per the applicability.
 - ii. ESI document indicating the names of persons covered under the ESI scheme OR Workmen Compensation Policy OR both as per the applicability.
- e. Performance guarantee as per clause 4.2.3 of General Conditions of Contract.

B) For payment of the RA Bill,

The contractor shall submit the following documents along with first RA bill to EIC.

- a. Labour license wherever applicable (along with first RA Bill only).
- b. GST registration Copy as per GST Act (along with first RA Bill only).
- c. Declaration form for GST (**Annexure-I**)
- d. Proof of previous month GST remittance.

- e. Copy of registration of EPF for firm along with the Universal EPFO account number (UAN) of all the employees, which shall be linked to KYC details such as Aadhaar number, Mobile number and bank account number (along with first RA Bill only).
- f. Partnership deed of firm in case of partnership firm or power of attorney of the representative in case of company (along with first RA Bill only).
- g. Bank account details of the contractor for payment (along with first RA Bill only).
- h. Copy of PAN card (along with first RA Bill only).
- i. Record of uniform distribution duly signed by the Contractor and each of his workers. Proforma is enclosed as Annexure-D
- j. Copy of wage register witnessed by NPCIL representative for the bill period and bank transfer details.
- k. Monthly wage certificate issued by HR.
- l. Documentary proof of previous month EPF deposition showing statement for each UAN.
- m. Copy of ESIC registration details.
- n. Tax invoice/e-invoice or undertaking of e-invoice in triplicate.
- o. Documentary proof of previous month ESI deposition including employee wise details of remittance, if applicable.
- p. Proof of previous month BOCW Cess remittance if applicable.
- q. Signed Annexure - F for Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme undertaking if applicable (along with first RA Bill).

C) For payment of the Final Bill:

The following documents shall be submitted in addition to those required for RA bills:

- a. No claim declaration by the Contractor
- b. Indemnification by the Contractor regarding compliance of EPF & MP Act, 1952
- c. No dues certificates if any.
- d. Signed Annexure- G for PMRPY Scheme undertaking.
- e. Indemnification by the Contractor regarding compliance of BOCW Act, 1996, if applicable.
- f. Wages certificate from HR section up to actual date of completion.

D) Compliances by the bidders on statutory requirement:

a. RA Bill / Final Bill:

The Contractor will be continuously monitored and Running Account Bills/ Final Bill of the Contractor will be withheld if they fail to comply with statutory provisions as mentioned in the General Conditions of Contract or any other contract document.

b. Release of Performance Bank Guarantee (PBG) / Security Deposit (SD) :

Release of PBG & SD will be after the satisfactory completion of the Contract including all statutory compliances as certified by the Engineer-in-Charge.

16. CONTRACTOR'S FUNCTION AND ORGANISATION:

Contractor shall function as an organization and arrange various categories of Manpower & other resources for the duration of the work to maintain the progress of work in accordance with the requirement of completion schedule of work.

- a. The Contractor or his authorized representative should be available at site & should preferably reside in nearby area of the site. Further the Contractor should have or provide communication facility like (Telephone, Mobile phone, E-mail etc.,) as necessary, to his authorized representative and the details of the same shall be communicated in writing to the Engineer-in-Charge of work for day to day interaction regarding planning & progress of the work under the Contract.
- b. The Contractor shall not withdraw any of his personnel from the work without due notice to Engineer-in-Charge.
- c. As far as possible, the Contractor shall use locally available resources namely materials, equipment and workmen. The Contractor shall employ workmen preferably from amongst the 'Project affected eligible persons'.
- d. The Contractor shall provide all reasonable facilities such as tools, personnel etc. and ensure coordination with Engineer-in-charge or his authorized representative to enable them for carrying out supervision & measurements checks etc. in a satisfactory manner.
- e. The Contractor should take all preventive measures and comply with the guidelines notified by the statutory bodies, circulars & SOP's issued at NPCIL site, from time to time, to contain the spread of diseases in epidemic and pandemic scenarios.

17. GROUNDS FOR BANNING:

Details are covered in NIT.

18. VULNERABILITY ATLAS OF INDIA

Clause: Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc., to ascertain proneness of any city/ location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

19. SUMMARY OF PENALTIES:

Penalty provisions:

Categorisation of types of penalties imposed is summarized into 4 categories:

- 1) Category I:** Penalty on violation of Radiation Protection Procedure/Provisions
- 2) Category II:** Penalty on violation of Industrial Safety Provisions
- 3) Category III:** Penalty on Non-Availability of Requisite Manpower
- 4) Category IV:** Penalty on General Violation

1) Category I: Penalty on violation of Radiation Protection Procedure/Provisions:

S. No.	Description of Violation	Multiplication Factor	Base Value
1)	Non-disclosure of previous work history in nuclear installation/Hiding the information about deployment in radiation area or previous dose history at other NPP or Nuclear installation.	1.0	25,000/- per violation.
2)	<p>a) Not using TLD in radiation area/Not using TLD while working controlled area of Reactor Building;</p> <p>b) Not using Dosimeter as per RWP/ Not using appropriate dosimetric device as instructed in RWP;</p> <p>c) Not using PPE as per RWP/ Not using appropriate personal protective equipment's as recommended in RWP;</p> <p>d) Misuse of TLD, DRD, alarming dosimeter (i.e. using the TLD or DRD or alarming dosimeter issued on other's name/ exchange of dosimeter with others);</p> <p>e) Tempering the dosimetry device (TLD, DRD etc), Alarming dosimetry or Bio-assay sample;</p> <p>f) Not depositing TLD at TLD counter while exiting the controlled area/ Not depositing DRD or alarming dosimeter at Health Physic Unit (HPU) counter after end of the shift;</p> <p>g) Non- Compliance in submission of Bio-assay sample;</p> <p>h) Non-compliance of Whole-Body Counting (WBC) of individual;</p> <p>i) Violation of monitoring procedure at inter zonal exit points and/or at Radiological / Zonal Monitors;</p> <p>j) Non-wearing recommended protective clothing in Zone-IV of Reactor building.</p>	1.0	1500/-
3)	<p>a) Loss of TLD;</p> <p>b) Loss of DRD;</p> <p>c) Loss of any other Dosimetry device issued by Health Physics Unit.</p>	1.0	10,000/-
4)	Any other violation of radiation protection procedure	1.0	2000/-

2) Category II: Penalty on violation of Industrial Safety Provisions:

S. No.	Description of Violation	Multiplication Factor	Base Value
1)	<p>a) Worker found without safety induction training or refresher training/ Worker found without safety training card;</p> <p>b) General non-compliance of Pre-job Briefing/ non-availability of JHA/ Safety Work Permit or Safe Working Procedure for high risk/hazardous jobs such as working in confined space, working on high voltage electrical equipment, work at height above 2.5meter, heavy material handling/ transportation etc;</p> <p>c) Not providing required PPEs/Tools to the workmen or not using PPEs/Tools or using PPEs/Tools in incorrect manner or using defective PPEs/Tools;</p> <p>d) Workers working at height without height pass;</p> <p>e) Non-compliance of Safe movement of manpower as per rule and regulation applicable at the site such as not using pedestrian pathway during commuting from one location to another etc;</p> <p>f) Non-compliance to uniform/ helmet/ shoes</p> <p>g) If any contractor's person found smoking or using Gutka/ Tambaku /Alcohol inside main plant area;</p> <p>h) Unsafe Condition of Electrical Connection taken for the operation of Electrical tools/tackles without three pin plug or use of damaged cable of Electrical tools/tackles;</p> <p>i) Not ensuring good housekeeping during job execution as well as post job completion;</p> <p>j) Unsafe handling of heavy material or operation of material handling equipment such as crane/forklift without authorization;</p> <p>k) Working on high voltage electrical equipment without electrical authorization</p>	<p>1.0</p> <p>1.0</p>	<p>2000/- per occasion</p> <p>5000/-</p>
2)	In case of fatal accident or accidents which result in permanent total disability/major injuries to any worker of the contractor	If the contractor does not take Safety precautions and/or fails to comply with the Safety Rules prescribed by NPCIL or under the applicable law for the safety of equipment and plant and for the safety of personnel and the contractor does not prevent hazardous	

		<p>condition which cause injury to his own employees or employees of other contractors, or NPCIL employees or any other person who are at site or adjacent thereto, the contractor shall be responsible for payment of compensation to NPCIL as per the following schedule:</p> <p>a. Fatal injury or accident-causing death:</p> <p>Compensation @ two percent (2%) of Contract value or Rs. 10, 00, 000, whichever is lower, per person.</p> <p>Moreover, if compensation calculated as above is less than Rs. 2,00,000, then compensation will be @ Rs. 2,00,000 per person.</p> <p>b. Major injuries or accident causing 25% or more permanent disablement to work men or employees:</p> <p>Compensation @ one half of one percent (1/2%) of Contract value or Rs 2,00,000, whichever is lower, per person.</p> <p>Moreover, if compensation calculated as above is less than Rs. 50,000, then compensation will be @ Rs. 50,000 per person.</p> <p>Note: These compensations are applicable for death/injury to any person whatsoever. Permanent disablement shall have the same meaning as indicated in Workmen Compensation Act.</p> <p>The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of Workmen's Compensation Act and rules framed thereunder or any other applicable laws and statutory provisions as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the penalty/compensation indicated above.</p>	
3)	In case of violation/Non-compliance of any other industrial safety related requirements/rules/ regulations/guidelines or in case of Safety Related Deficiency (SDRs)	1.0	5000/-

3) Category III: Penalty on Non-Availability of Requisite Manpower:

S. No.	Description of Violation	Multiplication Factor	Base Value
1)	In case of any particular person /worker deputed on this contract job is absent and the crew of manpower reduces below the minimum manpower as required / mentioned in the tender (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to particular category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident/person
2)	If Supervisor (other than safety supervisor) is absent (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to highly skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident/ person
3)	Not deploying/absence of minimum no. of safety engineers (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to 1.5 times Highly Skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident/ person
4)	Not deploying/absence of minimum no. of safety supervisors (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to Highly Skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/ incident/ person
5)	Not deploying/absence of minimum no. of safety stewards (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to Semi-Skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/ incident/ person
6)	Non-deployment/Absence of minimum number of Contractor's Engineer (i.e. Contractor's Employee classified above Highly Skilled Category of Labour) (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to 1.5 times highly skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation /incident/person

4) Category IV: Penalty on General Violation:

S. No.	Description of Violation	Multiplication Factor	Base Value
1)	Delay in payment of minimum wages to workmen/worker/contractor's employee	0.1	Daily Minimum wages corresponding to particular category of worker and schedule of Employment of Central or State Govt (whichever is higher) per day per person
2)	a) Delay in submission of insurance policies as per tender condition; b) Delay in Renewal of insurance policies as per tender condition (if required)	2	Premium required to be paid for the lapse period on pro rata basis
3)	a) Late/delay in submission of PG (Performance Guarantee) b) Delay in Renewal of PG (Performance Guarantee) (if required)	0.1% (per day)	Amount of money to be submitted as performance guarantee for the lapse/delay period on pro rata basis
4)	If the Contractor's person found traveling in departmental transport without proper pass /authorization	0.1	Daily Minimum wages corresponding to particular category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident
5)	In case of loss or damage of RFID/ID card by any of the Contractor's person/Non return of RFID/ID Card	1.1	Actual cost of new RFID/ID Card per violation/incident
6)	Any other general violation/violation specific to particular nature of work as described in Tender document	0.1	Daily Minimum wages corresponding to particular category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident

Notes:

1) Quantum of Penalty to be imposed = Base Value * Multiplication Factor

where,

Base Value (as specified in above mentioned tables) varies with particular category of worker (viz. Unskilled, Semi-Skilled, Skilled, Highly Skilled), Schedule of Employment and place or as specified above mentioned tables under Base Value Column.

Multiplication Factor (as specified in above mentioned tables) varies with type of violation.

- 2) Cost of Deployment of Supervisor is included in Overhead part of contractor's total (i.e., 15 %) Profit+ Overhead portion included in estimation.

For calculation of penalty, Category of Supervisor is taken as highly skilled and Category of Contractor's Engineer/Safety Officer is taken as 1.5 times the highly skilled.

- 3) In case it is not feasible to assign particular category of worker for any contract conditions violation for calculation of base value, then category and schedule of employment corresponding to Contractor's Supervisor may be used as default category of worker (i.e Highly skilled category) and also, in case it is also not feasible to assign particular Schedule of Employment for calculation of base value, then Scheduled Employment of "Construction or maintenance of Roads....." may be used as default schedule of employment.

Deployment in Contractor's Supervisor provisions:

Contractor has to deploy contractor's supervisor as per GCC Clause no. 5.7. at his own cost.

Penalty for Non-deployment of minimum number of supervisor/absence of supervisor(s):
1.25 times daily minimum wages corresponding to highly skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation/incident/person."

Special Instructions–Special Conditions of Contract

Part-II

1. GENERAL INFORMATION TO THE BIDDERS:

1.1 PROJECT: Rawatbhata Rajasthan Site

1.2 LOCATION: Rawatbhata Rajasthan Site is situated on the right bank of Chambal River and about 10 kms from Rawatbhata town in the Chittorgarh district of Rajasthan state. The nearest Railway Station is Kota on Mumbai Delhi Railway Line, which is about 60km away from the Rawatbhata Rajasthan Site.

1.3 ACCESS: The site is accessible by road via kota, Chittorgarh and Jhalawar. Nearest Railway station is Kota in district Kota. And nearest airport is Dabok airport in district Udaipur.

1.4 METEOROLOGICAL DATA: Rawatbhata Rajasthan Site

The Meteorological data of the area is as Follows.

Parameters	Maximum	Minimum	Average
Temperature (°C)	Max.46.5 ⁰ C	Min. 3.9 ⁰ C	30 ⁰ C
Rainfall in mm	649 mm	327mm	488mm
Relative Humidity in %	75% max.	50%	70 %
Wind speed at 10 meter height in m/s	130 km/hr.	40 km/hr.	60 km/hr.

1.5 SITE INSPECTION

The bidder should visit the site and familiarize themselves thoroughly with the site conditions before submitting their bids. Non familiarity with site conditions will not be considered as a reason either for extra claims or for not carrying out the work in strict conformity with drawings and Technical Specifications as specified / mentioned in the tender document. For any information on site visit, the bidder may contact the office of ENC (CMM-Works Group) with prior intimation.

2. SPECIAL CONDITIONS OF THE CONTRACT:

2.1 CONTRACT SCHEDULE:

The bidder shall note that the entire work has to be completed within the stipulated time of contract. The time allowed for carrying out the work as stipulated in the tender shall be strictly observed by the contractor and shall deemed to be the essence of the contract. All work shall be completed in accordance with the approved time schedule which forms a part of the contract.

The contract period includes Sundays and Holidays and rainy season / days, if any.

2.2 WORKS CO-ORDINATION:

The contractor shall note that several other agencies may also be simultaneously working within and around the work site and structures covered under present contract. Such works are to be carried out without any hindrance and the Contractor

should co-ordinate his activities and extend all his co-operation to the other agencies working therein. In case of dispute in such co-ordination, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

2.3 SECURITY:

The Contractor shall follow security rules as per GCC Clause No. 4.20 and site security guidelines prevailing and notified from time to time. The contractor shall get the identity cards of their workers issued from Security section at township / plant site as applicable from time to time. The Contractor shall submit the duly filled up forms of all workers to be deployed through Engineer- in-Charge to Security agency designated by NPCIL for issue of identity card to their workers. The workers should display their Identity Cards during the working time. Xerox copy of identity cards of all workers should be submitted to the Engineer-in-Charge. It shall be noted that the security section is empowered to carry out the checks.

On receipt of LOI / Work Order the contractor shall arrange to apply for the police verification for the workers proposed to be deployed for the work at the earliest but before start of work.

The following documents are required to be produced along with the application form for the gate entry pass:

- a) Copy of LOI / WO.
- b) Aadhaar Card of the individual.
- c) Qualification Certificate where ever applicable.
- d) Copy of Police Verification Certificate (PVC) / Proof of Submitting PVC Challan / application.
- e) Residential proof.

Note:

It may please be noted that contract workers are required to have Police Verification Certificate (PVC), however, first entry into plant site may be permitted on submission of PVC challan. However, the PVC shall be submitted at the earliest.

On completion of work, contractor shall surrender all identity cards issued under this contract to their labour / staff to security section as applicable. No dues certificate has to be submitted to Engineer-in- Charge of work before final bill from respective security agencies.

No due certificate has to be obtained from pass section OR Time office for returning the RFID Cards issued to contractor workers before clearing the final bill. The RFID Cards are to be handed over to pass section at main gate / security section if any employee is leaving the job OR once the validity period is completed OR completion of the contract period whichever is earlier. In case of loss / non-returning of RFID Cards a penalty as per clause shall be imposed.

2.4 TEMPORARY APPROACH ROADS: (if Applicable)

The Contractor shall construct and maintain at his own cost, the temporary access roads and approaches to the work site, offices, workshop etc.

The Contractor may use the roads constructed by the Corporation in the vicinity of the works for transport of equipment and materials.

All roads at the work site including any road constructed by the Contractor will be used by the project, other contractors and agencies at site and the Contractor is not entitled for any payment as compensation on this account.

The Contractor shall clean the spillover concrete and the other materials over the roads used by them regularly. However, at the end of their work, the damage(s) if any to the road constructed by NPCIL shall be made good at their own cost to the satisfaction of the Engineer-in-Charge.

3. FACTORS TO BE CONSIDERED FOR ARRIVING AT DAILY WAGES WHILE QUOTING:

Bidder while quoting their rates shall take into account all the components of manpower cost mentioned hereunder and all his profit and overhead including the costs to be incurred on insurance, supervision, PPE, uniform & shoe, labour license, police verification, audiometry & medical test, ESI Contribution, PF and Bonus and allowances etc. as applicable for this work. Corporation will not reimburse him separately for any such expenses.

3.1 MINIMUM WAGES :

The minimum wages shall be as per applicable Scheduled Employment of respective category of manpower.

The Contractor shall pay not less than the minimum wages declared from time to time by Central or State Government; whichever is higher and other allowance as specified in relevant clause. Any increases / decrease in the wages notified by statutory authority of the Central / State Government during the currency of the Contract and during any valid period of extension of the Contract shall also to be paid by the Contractor to the workers. Categorization of contract employees shall be as per SOQR / Section-V. The minimum wage rate is generally revised twice every year and comes into effect on 1st April & 1st October for Central Government and 1st January & 1st July for State Government. Contractor shall quote his rates considering the possible wage revisions.

Minimum daily wage applicable, as on the date of publishing the tender, for NPCIL site for different categories of workers are summarized as below, only for information. Contractor shall keep himself / herself updated, once the rates are notified by Central / State Government from time to time and ensure its compliance for any increase in wages during currency of contract.

This information is provided only to facilitate submission of the bid. It is the responsibility of the bidder to find out latest applicable wages while submitting the bid or during the currency of contract. Any request for reimbursement of difference in applicable wages as declared by the statutory authority (Central or State Govt whichever is higher) and the below indicated wages will not be entertained at any stage of the Contract period or extended period of the Contract.

Note: *ENC to strike out the categories which are not applicable to this contract.*

Categories : As applicable

A. Housekeeping at Plant and Colony: As per scheduled employment of “Sweeping & Cleaning etc.”

Category of manpower	Present wage rate in (Rs.) (w.e.f. 01-04-2024)
Unskilled	522

B. Watch and Ward Staff: As per scheduled employment of “Watch and Ward”- Zone C

Category of manpower	Present wage rate in (Rs.) (w.e.f. 01-04-2024)
Without Arms (Skilled)	734
With Arms (Highly Skilled)	862

C. Gardening and Horticulture: As per scheduled employment of “Agriculture”

Category of manpower	Present wage rate in (Rs.) (w.e.f. 01-04-2024)
Unskilled	449
Semi-skilled / unskilled supervisory	459

D. Loading and Unloading: As per scheduled employment of “Loading and Unloading”

Category of manpower	Present wage rate in (Rs.) (w.e.f. 01-04-2024)
Unskilled	522

E. All other types of works: As per scheduled employment of Construction or maintenance of roads, runways in building operations including laying down underground electric wireless, radio, television, telephone, telegraph and overseas communication cables and similar other underground cabling work, electric lines, water supply lines and sewage pipelines.

Category of manpower	Present wage rate in (Rs.) (w.e.f. 01-04-2024)
Unskilled	522
Semi-skilled / unskilled supervisory	610
Skilled / Clerical	734
Highly skilled	862

3.2 SPECIAL AND TRANSPORT ALLOWANCE:

Following fixed special allowance and transport allowance as per the table below shall be payable by contractor to his employees for the following works,

1. Works and Service cum maintenance contracts **of Stations and Projects.**
2. Service cum maintenance contracts **of Stations and Projects.**

Special allowance and transport allowance are not applicable for contracts of watch and ward, all CSR works of Stations and Projects.

	Schedule of Employment	Category of manpower	Special Allowance per day (Rs.)	Transport allowance per day (Rs.)
1	Sweeping and cleaning- Housekeeping works	Unskilled	61.50	14.76
2	Agriculture- Gardening and Horticulture works	Unskilled category	61.50	14.76
3	Agriculture- Gardening and Horticulture works	Semi-skilled / unskilled supervisory	72	17.28
4	Loading and Unloading Works	Unskilled	61.50	14.76
5	Construction or Maintenance of Roads, Runways, or in Building, Operations- All other types of works.	1) Unskilled	61.50	14.76
		2) Semi-Skilled unskilled supervisory	72.00	17.28
		3) Skilled / Clerical	86.75	20.82
		4) Highly Skilled	101.75	24.42

If transport facility through company owned or hired vehicles, is provided to the employees by the Contractor, transport allowance may not be paid, in such cases proof of the transport arrangement such as copy of RC and vehicle entry pass for plant site are to be submitted to ENC.

3.3 OVER TIME:

When a worker is made to work more than 9 hrs. (including tea, lunch, rest hrs.) on any working day or for more than 48 hrs. (excluding tea, lunch, rest, etc.) in any week he/she shall in respect of overtime work, be paid wages at double the ordinary rate of wages.

$$1. \text{ OT per Hour} = \frac{2 \times \text{Minimum wage of respective category}}{9}$$

4. REGISTRATION OF CONTRACTORS UNDER BOCW Act, 1996:

The present rate of BOCW Cess is one percent of the total cost of construction excluding GST (GST is applicable on BOCW) as per BOCW Welfare Cess Act, 1996 to the extent of Building & Other Construction Works.

The Contractors, covered under BOCW Act and BOCW Cess Act, must get themselves registered under the Act. The copy of registration along with the Challan of Cess paid shall be submitted to Engineer-In-Charge. The Contractor shall indemnify on the Non-judicial stamp paper of value Rs. 200/- duly attested by Notary as per enclosed format (**Annexure-G**) before settlement of final bill for the compliance of the BOCW Act, 1996.

5. DEPLOYMENT OF MANPOWER:

5.1 For the contract where minimum man power is specified, the Contractor shall ensure that the manpower is deployed at all times as per the tender requirements. If Contractor fails to meet these conditions, then a penalty as per the relevant Clause shall be imposed for any shortfall.

5.2 Medical fitness certificate of all manpower has to be submitted by the Contractor in the prescribed format before deploying any manpower for the job and the same has to be revalidated after completion of one year of the Contract, wherever applicable. This format titled “Medical Fitness Certificate” is attached in this section as Annexure – A. 18 years and above aged persons only will be permitted to work. However, age limit for crane operator, riggers and forklift operator should not be more than 58 years.

5.3 The Contractor has to depute his manpower for the mandatory training such as First aid, industrial safety, radiation safety / Emergency Preparedness qualification (wherever applicable) as per the schedule prescribed by NPCIL.

5.4 The contractor shall not engage the persons already working with other contractors at respective NPCIL site without NOC from respective contractors.

6. Taxes and Duties (refer clause no. 11.11 of Part 2 (Standard Part of NIT):

6.1 Indirect Taxes and Duties:

6.1.1 As the contract price / rates / total contract price quoted is inclusive of all statutory liabilities, taxes (including GST), cess, duties, levies, BOCW cess, fees, royalty, commission, costs towards compliance of EPF, ESI, other labour laws, applicable insurance, etc as applicable under the prevailing statutes or levy by the statutory authorities/State/UT/Central Government, the Contractor shall be responsible to pay the same to concerned authorities. The applicable GST rate (%) shall be shown separately in the price bid format along with Part 2 or Price Bid.

6.1.2 Since total contract price is inclusive of all taxes, duties, levies, cess etc as stated above (in clause no. 6.1.1) including GST, no separate reimbursement on this account will be applicable on price adjustment, if any, payable under the contract.

6.1.3 In case, there is deviation in GST rate quoted in the price bid and GST rate as applicable within contractual completion period, GST as applicable or quoted, whichever is lower will only be reimbursed by Corporation.

6.1.4 In case of increase in existing rate of GST and /or introduction of any other new tax or cess, if levied by Government during the contractual completion period, the incremental rate of GST (with respect to existing rate) and/or any other new tax or cess, shall be reimbursed/paid by the Corporation upon verification of the necessary documentary evidence submitted and its acceptance by the Corporation. The

payment/reimbursement of statutory variations in the rates of GST and/or of new tax or cess imposed under statute or law in India as above would be restricted only to direct transactions between the Corporation and the Bidder. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

- 6.1.5** Statutory variation in any other statutory liabilities, taxes (excluding GST), cess, duties, levies, BOCW cess, fees, royalty, commission etc during the currency of the contract shall not be reimbursed / paid by the Corporation and it shall be the sole responsibility of the Bidder to bear such variations.
- 6.1.6** For extension in the contractual completion date for the reasons attributable to the Corporation and/or Force Majeure, increase in existing GST and new Tax or cess, if introduced by Government in the extended period shall be reimbursed to the Contractor upon verification of the necessary documentary evidence submitted and its acceptance by the Corporation. No increase in GST, new tax or cess if introduced by the Government shall be payable during the period of delay due to the reasons attributable to the Contractor.
- 6.1.7** If there is an upward revision in the rate of GST within contractual completion date due to change in classification by the bidder, such upward revision shall not be entertained as per clause no 6.1.4 & 6.1.6 and the payment towards GST will be restricted to the quoted rate of GST.
- 6.1.8** GST on Liquidated Damages (LD), if applicable, and/or penalty, if applicable, shall be to the account of the Contractor and shall be recovered from payments due to the Contractor.
- 6.1.9** The bidders are required to examine the provisions of The Central Goods and Services Tax Act 2017(CGST), The Integrated Goods and Services Tax Act 2017(IGST), The relevant SGST act of the State Government, The Union Territories Goods and Services Tax Act 2017(UTGST) and The Goods and Services Compensation to States Tax Act 2017 and their Rules as being enacted and amended from time to time. The bidders are required to take into account all input tax credits and the exemptions available therein while furnishing their bids.
- 6.1.10** The Bidder shall quote the prices giving breakup in the manner specified in the prescribed price bid format along with Part-2 (Price bid). The Bidder shall quote the applicable rate of GST (%) in the appropriate place.
- 6.1.11** The Bidder shall indicate the GST (%) as applicable seven (7) days prior to last date for Bid Submission.
- 6.1.12** In case of bid received from bidder(s) who have opted for the composition scheme under GST Law, the bidder(s) shall specifically mention the same in his Bid. Corporation shall not be liable to pay/reimburse any GST on the work executed by such bidders under the Contract.
- 6.1.13** In case of bid received from unregistered contractors a declaration to this effect shall be submitted.
- 6.1.14** In case of all materials identified by the Contractor and Corporation to be dispatched directly from the sub-vendor's work to Corporation's site, the Contractor shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, "Billed to the Contractor and Shipped" to the Corporation's site. The Contractor shall further ensure that he raises his corresponding Tax Invoices in the name of Corporation

during transit of the materials before the delivery of materials is taken by Corporation.

- 6.1.15** The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- 6.1.16** Bidders are required to provide their GST Registration numbers in Part-I (Technical and Commercial bid except price).
- 6.1.17** While claiming the GST, the bidders are required to adhere to the provisions available therein. The Contractors are required to ensure that, the details of GST charged in the Invoice and other details are filled in the GST Returns within the due date as notified by the GST Council, and also certify the same in **Annexure-I**, only upon which reimbursement of GST would be considered.
- 6.1.18** Please note that in case of any refund/credit to GST if granted to bidders by GST Authorities in respect of work executed under the contract, bidders will pass on the credit to the Corporation immediately along with a certificate from bidder's Director/Manager/ Proprietor/Accountant that the credit so passed on relates to the GST originally paid for work executed under the contract.
- 6.1.19** When GST is claimed by the Contractor in general the certificate as per **Annexure-I** should be submitted to the paying authority with their invoices.
- 6.1.20** Input Tax Credit (ITC) available to the bidders shall be taken into consideration while quoting price and bidder shall pass on all such available ITC benefits to the Corporation. In case any additional ITC benefit is granted to the bidder by GST authorities after bid submission, the same shall be immediately passed on to the Corporation and such value shall be indicated in the respective **Annexure-I** submitted along with the invoice for work executed under the contract.
- 6.1.21** The performance guarantee, insurance amount, retention money shall be calculated on all inclusive total contract price (stated as per clause no. 6.1.1).

6.2 Direct Tax -Tax Deduction at Source:

- 6.2.1** The Corporation shall have the right to withhold taxes on income, excess profits, royalty and other taxes from payments due to Contractor under this Contract to the extent that such withholding may be required by the government of India or any relevant authority thereof or by the government of any other country, and payment by the Corporation to the respective governmental office of the amount of money so withheld will relieve the Corporation from any further obligation to Contractor with respect to the amount so withheld.
- 6.2.2** The Corporation shall, at the time of their payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.
- 6.2.3** The Corporation shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
- 6.2.4** All taxes levied on Contractor's corporate income or profits shall be for the account of Contractor and shall not be reimbursed by the Corporation. Contractor shall also be responsible for payment of income taxes of its personnel levied in India or elsewhere.

6.3 Indirect Tax-Tax deduction at source:

- 6.3.1** The Corporation shall, at the time of its payments due to the Contractor, withhold the

necessary tax at source at such rate if required under the legislation unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

- 6.3.2** In case of such deductions as mentioned above, the Corporation shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
- 6.3.3** The Contractor shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax and GST) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.

7.0 SECTIONAL SPECIAL CONDITIONS:

7.1 The contractor shall employ the following manpower for supervision of work.

7.1.1 EXECUTION OF CONSTRUCTION WORK: -

The contractor or his authorized representative shall be deemed to have inspected and examined the site and the surroundings before submitting his tender and have obtained the necessary information as to risks, contingencies and other circumstances which may influence or affect his bid or work execution on successful bidding.

- **Site Organization:** - The Contractor shall deploy man power / staff as per attached Annexure – C. However, Contractor may please note that the man power / staff listed in Annexure – C is only indicative & not exhaustive. The tenderer is advised to formulate the complete plan for executing the work in the specified time frame & provide for any additional man power / staff as deemed necessary at his own cost to complete the work in specified time schedule. In case of absence of specified manpower / staff as per site requirement, the contractor shall make his alternative equivalent arrangement for the same, failing which **a penalty as per SCC** shall be imposed and recovered from contractor's RA Bill. **Maximum 2 days off (excluding NPCIL Holiday)** in a month with prior permission of EIC shall be permitted.
- **Quality Control:** - It shall be the sole responsibility of the contractor to carryout construction work strictly as per specifications and in line with best construction practices and standards.
- **Construction Records:** - Contractor shall generate and compile all the construction records and documents during the construction phase and shall hand over the same with proper indexing in the form of construction completion certificate to the engineer, NPCIL after construction completion. Contractor shall maintain record of costly material like cement, Reinforcement, paint, lead etc. at site of work. It is required to submit receipt and consumption record of these materials for periodical checks by Engineer-In-Charge.
- **Construction Verification by NPCIL:** - Engineer NPCIL or his authorized representative shall inspect the construction activities during the construction progress and shall be authorized to stop or suspend any activities if the same is found not as per specification/procedure/ practices.
- **Construction Equipment:** - The Contractor shall deploy equipment/plant and machinery as per attached Annexure–D. However contractor may please note that the equipment/plant and machinery listed in Annexure-D is only indicative and not exhaustive. The tenderer is advised to formulate the complete plan for executing the work in the specified time frame and provide for any additional equipment/plant and machinery as deemed necessary at his own cost to complete the work in specified time schedule.

- **Material stores:** - Contractor at the own expense/cost shall construct a temporary & secured materials store at site for storing sufficient qty of construction materials. The contractor shall construct any storage areas and yards facilities as per GCC clause no.4.24. The location areas for temporary storage facilities for the performance of the work will be subjected to the approval of Engineer in charge. No material shall be stored / dumping outside the desired area.
- **Finished Construction:** - The quality of construction and finish shall be of high class.
- **Contractor Shall Liberally Cure the Work:** - Contractor shall be responsible for liberal curing of brick work, concrete work, plaster etc. at least for 10 (Ten) days. Any slackness on this account will be viewed very seriously and the opinion of NPCIL which shall be final, any damage is caused to work it would be got dismantled and shall have to be redone by contractor at his own cost.
- **Nothing Extra for Adverse Sub-Soil Conditions:** - There may be variation in nature of sub-soil both horizontally and vertically. Bidders are advised to dig a test pit before quoting their rates. Nothing extra shall be paid for adverse sub soil conditions.
- Any cement slurry added over base surface (or) for continuation of concrete for better bond is deemed to have been in built in the items & nothing extra shall be payable (or) extra cement considered in consumption on this account.
- The constructions joints shall be provided in pre determine locations only as decided by EIC. The cost of shuttering for the construction joints shall be included in item of concrete work / RCC work and nothing extra shall be payable on this account to the contractor.
- **Nothing extra for adverse weather condition:** - The site information given in special condition of contract is only indicative, the contractor may please be note that nothing extra shall be paid for adverse weather conditions and the information shall not form any basis for granting extra time for completion of the work.

7.1.2 SPECIFICATIONS:-

- Technical Specifications shall be read in conjunction with detailed job specifications for the items described in the Schedule of Items/Specifications data sheets/scope of work. In case of conflict, the provisions as per Schedule of items shall prevail in conjunctions with Annexure-A of Special Conditions of Contract.
- All work under this Bid shall conform to the requirements of relevant **Indian Standards/Codes and CPWD specifications**. However, in case of discrepancy / ambiguity, the conditions given in the Technical Specifications shall prevail.
- If specification for an item of work is not covered by Indian Standards and Codes, the same shall be decided by Engineer, NPCIL and shall be binding on contractor.

7.1.3 TIME SCHEDULE:-

- Work shall be executed strictly as per the time schedule agreed in contract.
- The Contractor shall after acceptance of his tender, submit to the NPCIL a Time and Progress chart for approval showing the order in which he proposes to carry out the work and also indicating the probable dates of commencement and completion of various phase of the works. The Time and Progress Chart as approved and accepted by the NPCIL shall be binding on the Contractor. Failure on the part of the Contractor to furnish the chart and to seek approval of the NPCIL for the same will entail withholding of payment against the bills.
- The time schedule network- shall form part of contract.

- If at any time, it should appear to the engineer that the; actual progress of work does not conform to the approved programme the Contractor shall furnish for the approval of the Engineer, a revised programme showing the modifications to the approved programme as are necessary to ensure the completion of the works within the time limit for completion, without any extra cost.
- All payments to be made to the Contractor shall be subject to a certificate to be furnished by the Engineer that the progress has been in accordance with the approved Time and Progress Chart or such modifications as have been approved by him.
- Progress reporting shall be done by contractor for procurement and construction activities on mutually agreed formats. Reports on such formats will be sent regularly as per frequency/ periodicity agreed upon from time to time.
- If at any time, NPCIL determines that contractor has fallen behind the approved construction schedule NPCIL may without any extra cost to NPCIL require contractor to take such steps as may be necessary to improve his progress, especially require him to employ overtime operations, increase the number of shifts, work on Holidays and Sundays or increase the capacity of his construction plant and equipment and require him to submit evidence demonstrating the manner in which contractor proposes to comply with the construction schedule. Failure of contractor to comply with the above will be considered a failure to execute work with due diligence.

7.1.4 AVAILABILITY OF THE CONTRACTOR:-

For communication and close co-ordination with the NPCIL on all construction and contract related issues, contractor shall either be personally present or permanently deploy at site his competent and authorized representative/s with their complete details and authorization communicated in writing to the Engineer-in-charge immediately after award of the work. The contractor's representative shall have full knowledge, capability and authorization as needed for execution of works, including on all administrative and financial issues. **The contractor's representative shall either be bonafide employee or a valid stake holder in the company.** The contractor/his authorized representative shall stay in Rawatbhata and have communication facility like Telephone/Mobile phone, E-mail etc.

7.1.5 CONTRACTOR'S FUNCTIONS:-

- Contractor shall provide everything necessary for the proper execution of the work according to the intent and meaning of the schedule of quantities and specification taken together whether the same may or may not be particularly shown on described therein provide the same can reasonably be inferred there from, and if the contractor finds any discrepancy therein, he shall immediately and in writing refer the same to NPCIL Engineer In Charge whose decision shall be final and binding on the parties.
- Contractor shall proceed with the work to be performed under this contract and each and every part and detail thereof, in the best workman like manner by engaging qualified, experienced and efficient workers, contractor complete the work as per approved drawings and / or specifications or item description, direction of Engineer in charge.
- If the work or any portion thereof shall be damaged in any way except by the act of NPCIL engineer or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work contractor shall make good without compensation such damages or defects in manner satisfactory.
In respect of observation of local rules, administrative order, working hours etc. and like contractor and his personnel shall cooperate with owner.

7.1.6 SUB CONTRACTS:-

The Contractor shall not sub-contract / sublet the work in full or part.

7.1.7 CEMENT:-

For structural concrete works 43 grade OPC cement conforming to IS: 269 (latest revision) shall only be used. For PCC and other works cement conforming to IS: 1489 (latest revision) may be used.

7.1.8 USE OF DEPARTMENTAL STONE:-

If the contractor is permitted the use of NPCIL stone (by EIC) obtained from excavation or stock piles available on plant site up to a distance of approx. 6 KM from work site (Except from the demolition as described in 3.21.26) for laying foundations, trenches for construction of RR masonry, stone soling works etc. a recovery @ **₹ 375 per cum (solid volume of masonry or soling) plus all the applicable taxes shall be made from the contractor's bills.**

7.1.9 RATES OF EXTRA/SUBSTITUTED ITEMS:-

For determining the rates of extra/substituted items, the methodology under CPWD Analysis of Rates for Delhi shall be applicable. Rate analysis for the Items not covered under the above analysis of rates shall be worked out as per current market rates prevailing in the area and formulated in the manner as acceptable to the NPCIL engineer. Contractor's profit and overhead component shall be considered as 15.00%, fixed for the entire duration of the contract. For the purpose of rate analysis the costs of input materials, manpower, equipment hiring etc. shall be genuine and duly supplemented with authentic offers/documents.

7.1.10 MODE OF MEASUREMENTS:-

Mode of measurement will be as per GCC clause No. 10.2.1. In case of any ambiguity pertaining to mode and stipulations of **measurements relevant CPWD specifications shall be referred.** However Engineer – In – Charge decision shall be final and binding to the contractor. In the absence of excavation drawings mode of measurement for excavation work shall be governed in line with relevant CPWD specifications guidelines.

7.1.11 CLEARANCE FROM ROYALTY AND LEASING DEPARTMENT:-

Contractor shall obtain STP (short term permission) for mining materials to be used in work from royalty and leasing department from date of start of work and shall be live till completion of work. The STP shall be submitted to EIC before submission of first RA bill. Final bill payment will be released only after submission of NO Claim certificate from royalty and leasing department.

7.1.12 APPLICABILITY OF CESS:-

BUILDING AND OTHER CONSTRUCTION WORKERS ACT 1996:-

BOCW Act is **not applicable** for this work as activity is within the precinct of the factory.

7.1.13 INSPECTION OF WORK:-

Owner / NPCIL Engineer or auditor like vigilance etc. shall have access and right to inspect the work, or any part thereof at all times and places during the progress of the work. The inspection and supervision is for the purpose of assuring owner that the plans and specification are being properly executed and while owner and / or Engineer and their representative will extend to contractor all desired assistance in interpreting the plans and specifications, such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty to avoid penalty.

Owner/NPCIL Engineer or their representative and the employee shall at all reasonable time have free access to the work.

7.1.14 Underground embedment's: -

A no. of water lines / underground IT cables / Sewage lines etc. are passing through the construction site, care shall be taken during excavation works for avoiding any damage to buried IT / power / water / sewage lines / existing drain or other components. Manual excavation with due care shall be done for such identified / suspected areas without any extra cost & time on this account. Contractor shall arrange cable locators for finding the route of the cable etc. this will facilitate the contractor to avoid cutting of cable etc. In case of any damage the same shall be restored in original condition by the contractor as per direction of EIC at his own risk and cost.

7.1.15 Contractor's shall be responsible for security of entire construction site and shall deploy adequate numbers of security personal. NPCIL shall not be responsible for any theft or un-law act at construction site.

7.1.16 The contractor shall be responsible for the watch & ward / guard of the building safety, fittings & fixtures provided by him against pilferage & breakage during the period of installation & thereafter till the building is physically handed over to department. No extra payment shall be made on this account.

7.1.17 In case of any nuisance caused by activities attributed to contractor staff, workmen & movement of vehicle is reported to EIC, the penalty of Rs. 500/- for each nuisance shall be imposed on contractor.

7.1.18 The movement of construction vehicles & the labour shall be restricted to designed routes which will be decided by the EIC.

7.1.19 All the material carrying out from work site to outside of Plant premises shall be subject to check at the gate by security post. No material shall be taken out without written permission by the Engineer In-charge or his authorized representative.

7.1.20 Contractor shall not stack building material / malba / muck on the running road / usable land as identified by EIC.

7.1.21 Water arrangement

No permission for boring in Dept. Land will be allowed by NPCIL. Water source will be provided by NPCIL at free cost , However, if for some instances water is not available then contractor has to make his own alternate arrangement of water from outside Plant premises at his own cost subjected to complying the test parameters of relevant latest IS.

7.1.22 Defect Liabilities Period

Contractor shall be solely responsible for any defects, imperfections observed in any part of building / machinery during defect liability period. He shall attend preventive maintenance as well as the day to day routine maintenance complaints of resident in occupied building till end of defect liability period. Arrangement of labour i.e. Supervisor, Skilled / Unskilled manpower for this purpose shall be done by contractor at no extra cost.

7.1.23 If properties belonging to any third party is damaged during construction work the financial, legal and others amplifications shall be sole responsibility of the Contractor.

7.1.24 The Contractor shall carryout at his own cost survey of entire construction site using latest survey equipment in the presence of NPCIL representative and submit the detailed area plan comprising of following:

- a) Ref confirm point
- b) RL of virgin ground @ 5m c/c or as suggested by EIC.
- c) Level counters
- d) Demarcation of construction area
- e) Other requirement as instructed by EIC.

7.1.25 BARRICADING OF THE CONSTRUCTION SITES:-

With the intent to maintain the privacy, security and safety of residents and preserve the aesthetics of the adjoining premises, the contractor shall erect suitable barricades at his own cost (with advance approval of Engineer) at the location as directed by the EIC. Contractor shall take all measures & precautions so as to cause no inconvenience to the occupants.

7.1.26 The cost of clearing the area to fit for survey work before start of excavation including cutout all the under growth, shrubs etc. stack them in convenient & safe place for burning under strict supervision is deemed have been included by the contractor in his unit rate structure and no separate payment will be made for the clearing work.

7.1.27 DRAWINGS & CONSTRUCTION SCHEDULE:-

Contractor has to prepare and submit the layout/ sketch/ Drawings at his own cost as per instruction of EIC before start of any job. Submitted Drawing will be approved by NPCIL.

7.1.28 Experience of Construction or maintenance of Cement concrete road and Bituminous Road, Painting work and Waterproofing work will not be considered in similar work definition for Building Construction/ Maintenance.

8.0 Please refer Annexure-H for amended GCC clauses.

All above special conditions of contract and General Conditions of the Contract (Section-IV) as mentioned under this tender document are acceptable to us.

Date:
with Seal

Signature of Contractor

ANNEXURE - A

MEDICAL FITNESS CERTIFICATE

Certified that I, Dr. _____ have examined Shri _____ aged _____ on _____ (date) _____ who has signed below in my presence. General & physical examinations of Shri. _____ do not reveal any abnormality. He does not suffer from any acute/chronic skin disease or any contagious or infectious disease. His eye sight is normal with/without glasses. In my opinion, Shri _____ is physically and mentally fit for working at height.

Details of examinations are given below:

Personal attributes:

1. Height:
2. Chest:
3. Weight:
4. Hearing:
5. Sight:

6. Skin:

7. Heart beating:

Medical aspects:

1. Urine:
2. Blood pressure:
3. Epilepsy:
4. Flat foot:
5. Frequent headache
or reeling sensation:

6. Mental depression:

7. Limping gait:

8. Aerophobia:

Name:

Sign:

Rubber Stamp of Medical Practitioner
with Reg. No.

Signature of workman:

ANNEXURE – B

WAGE SLIP					
Name of the Contractor/Firm: M/s					
PF registration no. of the employer.....				Date of Payment	
Work Order No.:					
Name of the worker:					
Name of worker's Father/Husband:					
Category of Employee:					
Scheduled employment category:					
Wage Period:					
Mode of Payment			Through Bank (Both wage and PF)		
Universal Account Number (UAN):			Bank Name:		
.....			Branch:		
ESI Number:			Bank Account No.		
Item	Particulars	Rate (Rs./ Unit)	Unit	Quantity	Amount (Rs.)
Payments					
A	Basic Wages		Day		
B	Special Allowance		Day		
C	Transport allowance (as per Section III)		Day		
D	Overtime		Hour		
E	Bonus				
F	Any other payment		-----		
G	Total (A+B+C+D+E+F)				
Deduction					
H	EPF @ 12%		Day		
I	Employees ESI Contribution as applicable		Day		
J	Any other deduction		-----		
K	Total Deduction (H+I+J)				
Net Wage (G-K): Rs-----/- (Rupees-----only					
Contractor's Signature			Worker's Signature or Thumb impression		

For issue of wages certificate, Contractor has to submit self-certified following documents:

- Copy of Wages Register.
- Details of payment made by contractor to contract workers.
- EPF Electronic challan cum Return including payment confirmation details.
- Details of PF remittance of each contract workers in tabular form.
- ESI deposit challan & payment confirmation details including the details of ESI contributions in respect of each contract workers. If applicable.
- Other documents as applicable i.e., proof of Bonus payment etc

Above documents shall be duly verified by Engineer-in-charge of work.

INDEMNITY BOND

(For compliance of the EPF & MP Act, 1952 & the ESI Act, 1948)

(To be furnished by contractor before settlement of final bill)

(To be taken on Non-Judicial Stamp Paper of ₹200)

Whereas M/s (name of the contractor) _____ has been awarded the contract for (name of the work) _____ vide Work Order No. _____ dated _____ by NPCIL, Nuclear Power Project to execute the job/work on the terms and conditions as stipulated therein and as per the agreement.

In pursuance of the above, I/We _____ S/o _____ R/o _____ (address) _____ and

Proprietor/Partner/Director/authorized representative (Designation) _____ of M/s (name of the contractor) _____ hereby affirm and declare as follows:

That the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 and the Employees State Insurance Act, 1948 have been complied and it is undertaken that all the liabilities on account of EPF and ESI contribution/dues for the employees/workers deployed by M/s. _____ (Name of the Contractor) _____ for the work and indemnify NPCIL of any future liabilities on this account. I shall be stand responsible for any such future claim and action/proceeding if any, with regard to EPF and ESIC dues/outstanding received through concerned authorities.

Further, I shall keep NPCIL fully indemnified and free from all such EPF and ESIC dues/outstanding claims/demands, actions/proceedings if any, against NPCIL in respect of aforesaid contract and NPCIL shall have no liabilities on this account.

In witnesswhereof, I/We _____ on behalf of M/s _____ executed this indemnity bond on (date) _____ mentioned above.

(Signature of contractor)
Authorized Representative of Contractor
With Company's seal

Witnesses:

1. Name :
Address :
Signature :

2. Name :
Address :
Signature :

ANNEXURE-D

CERTIFICATE OF ISSUE OF UNIFORM & SHOE

I M/s_____ have issued _____ pairs of uniform consists of shirt, trouser and _____ pairs of shoes on _____ ,as per the tender conditions for the following workers engaged by me against WO No:_____ dated:_____.

Sl.No.	Name of Employee.	RFID card No.	Signature of employee.
1			
2			
3			
4			
5			

Signature of the contractor

Signature of department Representative

23 EPF - RECOVERY UNDERTAKING FORM UNDER PMRPY SCHEME

Statement of EPF paid for workmen for the duration from _____ to _____

Name of Work:

Work order no:

Name of Contractor:

R A Bill No: _____ for the month of _____

S. No.	Name of worker	EPF UAN No.	EPF Amount paid	Reimbursed amount (upfront benefit) under PMRPY	Remark.
	Total reimbursed (upfront benefit) amount under PMRPY				

I/We hereby authorize NPCIL to recover Rs_____ reimbursed by Government of India (GOI) under PMRPY, from our RA bill / Final bill. We also undertake to pass on any future benefit received, under **PMRPY (PM Rojgaar Protsahan Yojana)** scheme.

**Signature of Authorized Signatory
with stamp.**

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24 SECURITY DEPOSIT REFUND REQUEST FORM UNDER PMRPY SCHEME

Statement of EPF paid for workmen for the duration from _____ to _____

Name of Work:

Work order no:

Name of Contractor:

Till final bill, total amount of Rs_____ had been reimbursed by GOI under PMRPY and the same had been recovered by NPCIL till final bill payment (RA Bill wise breakup of recovery is enclosed). And now, for the time elapsed between final bill and till date, Rs_____ has been reimbursed to us under PMRPY. I/We hereby authorize NPCIL to recover Rs _____ reimbursed by Government of India (GOI) under PMRP, for the time elapsed between final bill and till date from our security deposit. We also undertake to pass on any future benefit received, under PMRPY scheme.

**Signature of Authorized Signatory
with stamp.**

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ANNEXURE-G

INDEMNITY BOND

(For compliance of the BOCW Act, 1996)

(To be furnished by contractor before settlement of final bill)

(To be taken on Non-Judicial Stamp Paper of ₹200)

This Indemnity Bond is executed on this _____ day of _____ by

M/s. _____ having its registered office at _____
(herein after

referred to as “Contractor”, which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include their respective assigns, successors, executors and/or administrators) of the one part AND

M/s Rajasthan Atomic Power Station, A unit of Nuclear Power Corporation of India Limited, Rajasthan Rawatbhata Site (hereinafter referred to as the “Company”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assigns, successors,) of the other part.

Whereas, the Company has entered into a contract with the Contractor for the “_____”, Vide Work Order No. _____ valued at Rs _____ (Rupees _____ only) (hereinafter called the “Contract”);

That the provisions of the **Building and Other Construction Workers** (BOCW) Act, 1996 have been complied and it is undertaken that all the liabilities on account of BOCW contribution/dues for the employees/workers deployed by M/s. (Name of the Contractor) _____ for the work and indemnify NPCIL of any future liabilities on this account. I shall be stand responsible for any such future claim and action/proceeding if any, with regard to BOCW dues/outstanding received through concerned authorities.

Further, I shall keep NPCIL fully indemnified and free from all such BOCW dues/outstanding claims/demands, actions/proceedings if any, against NPCIL in respect of aforesaid contract and NPCIL shall have no liabilities on this account.

For and On behalf of M/s. _____

NAME _____

(Authorized Signatory)

Rubber Stamp of Firm / Contractor’s Company

NAME AND SIGNATURE OF WITNESSES

1. _____

2. _____

ANNEXURE-H**List and details of amended clauses of GCC:**

Sr. No.	GCC Clause no.	Existing Clause in GCC for works and Maintenance Contracts	Amended Clause to be incorporated in SCC for Works and Maintenance Contracts
1	11.3.8	In the case of materials brought to site for which any secured advance is included in the bill, the full assessed value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are incorporated in the work and secured advance is deducted from the bill, <u>the full assessed value should be deducted from the cost of the work shown in the bill, running or final.</u>	<p>In the case of materials brought to site for which any secured advance is included in the bill, the value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are incorporated in the work and secured advance is deducted from the bill, <u>the value of secured advance actually paid corresponding to the quantity of material used and measured in the bill should be deducted from the cost of the work shown in the bill, running or final.</u></p> <p>Further;</p> <p>a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance.</p> <p>b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 270 days from the issue of such secured advance.</p>
2	12.2.2 (b)	For Materials: The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are	For Materials: The Contractor on signing an indenture in the form to be specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of

		<p>safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works.</p>	<p>perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works.</p> <p>Further;</p> <ul style="list-style-type: none"> a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance. b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 270 days from the issue of such secured advance.
3.	11.3	<p>Contract price adjustment will be governed as per clause no. 11.3 of GCC shall be read in conjunction with following clause mentioned.</p>	<p>Amended Clause:</p> <p>“In case of retrospective revision in minimum wages by Government notification, the applicable indices for labor shall be taken as the prevailing Minimum Wages (as notified till the date of submission of tenders) as on the last day of the previous month prior to the date of submission of tenders.”</p>

Annexure- I

The Contractor while submitting their bill to the Paying Authority shall furnish the following certificates:

Certified that: (Please Tick all appropriate boxes)

- ☐ a) Additional Input Tax Credit under GST availed against invoices submitted here under is Rs._____.
- ☐ b) Certified that the goods and services on which GST has been charged are not exempted under the GST Act or the rules made there under and the amount charged on account of GST on these goods and services are not more than what is payable under the relevant act or the rules there under.
- ☐ c) Certified that we have taken into account all input tax credits available under GST and have not loaded the same in the basic price while furnishing their bids.
- ☐ d) Certified that in respect of amount of taxes claimed in the bill no claim is pending for refund/or is admissible for refund from any other agency and /or no other tax credit is available in respect of the same. In the event of getting refund in whole or in part of the element of GST claimed from Government, the same shall be passed on the benefit to the Corporation by remitting the amount equivalent to the amount of refund obtained.
- ☐ e) Certified that the GST charged herein the invoices has been/ shall be deposited within the due date and the Invoice details have been / shall be populated in GSTR1/ANX-1 of the GSTN portal facilitating Input Tax Credit to the Corporation.
- ☐ f) Certified that we have complied with the Anti-profiteering measure provisions under CGST/SGST/UTGST Acts and passed on commensurate reduction of price to the Corporation.
- ☐ g) Certified that a quarterly statement shall be submitted to NPCIL confirming the payment of GST invoiced on NPCIL along with copy of GST paid Challan.

Signature of Contractor or their Authorised Representative with company seal.

Annexure-J**Table indicating existing GCC clauses & revised clauses for GCC no. HQI 8001(Works and Maintenance Contracts).**

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
1	GCC no. HQI 8001(Works and Maintenance Contracts)		“The Engineer–in-charge shall on such determination /cancellation have powers to carry out the incomplete work by any means at the risk and cost of the contractor.”	<p>13.2.2 (b) i) The Engineer–in-charge shall on such determination/ termination/cancellation have powers to:</p> <p>a) Forfeit the contract security such as EMD (Earnest Money Deposit)/SD (Security Deposit), as applicable;</p> <p>b) Procure from elsewhere the Works or services (as the case may be) same or similar to those incomplete/unexecuted, at the risk and cost of the Contractor;</p> <p>c) Ban business dealings with the Contractor.</p> <p>NPCIL reserves the right to enforce any or all the above mentioned (a), (b) and (c) measures.</p> <p>13.2.2 (b) ii) Further, following method shall be followed for calculation of the recovery amount against purchase of incomplete /unexecuted Works or services (as the case may be) at the risk and cost of the Contractor:</p> <p>a) The recovery amount against such procurement at the risk and cost of the Contractor will include difference in original & alternate procurement cost for the incomplete/unexecuted Works or services (as the case may be) plus departmental administrative charges, which shall be calculated as below:</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
		13.2.2 (b)		<p>Amount to be recovered from the Contractor against Risk & Cost purchase = [(A-B) + H]</p> <p>Where –</p> <p>A= Value of incomplete/unexecuted Works or services (as the case may be) as per rates of the new contract awarded against risk and cost of the Contractor,</p> <p>B= Value of incomplete/unexecuted Works or services (as the case may be) as per rates of the Contract and is being paid to the Contractor at the time of termination of the Contract. This shall also include price adjustment (as per clause 11.3), if applicable. The date of application of Price Adjustment clause shall be the date of termination of Contract or the original scheduled date of completion of Contract, whichever is earlier. Further, the lower of the two indices will be applicable to arrive at Price Adjustment amount.</p> <p>H= Departmental Administrative Charges of ₹ 10 lakh.</p> <p>b) Incomplete/unexecuted Works or services (as the case may be) Quantities under the contract = Contract Quantities (including quantities as amended till the date of termination) – (minus) actual executed Quantities as on the date of termination of the Contract.</p> <p>c) In the above calculations, if “A” is less than “B”, only Departmental Administrative charges shall be recovered from the Contractor.</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				<p>13.2.2(b) iii) The tender for incomplete/unexecuted Works or services (as the case may be) will be called with the same specifications or other items of similar description when such Works or services (as the case may be) exactly complying with the specifications are not in the opinion (such opinion being final) of the Corporation readily procurable. Further, the tender will be called with same scope and terms and conditions (subject to applicable statutory changes/Government guidelines).</p> <p>13.2.2 (b) iv) The forfeited contract security such as EMD/SD, as applicable, shall not be adjusted against the total recovery amount from defaulting contractor in case of risk and cost purchase of balance Works or services (as the case may be) from other sources. The recovery amount shall be paid by the Contractor in the form of Demand Draft/Online Transfer within 30 days of issue of demand notice by NPCIL.</p> <p>13.2.2 (b) v) GST, if applicable on forfeited EMD/SD (as applicable) and balance recovery amount shall be paid by the Contractor.</p> <p>13.2.2 (b) vi) In case of MSE/Startup, if no contract security (EMD/SD (as applicable)) is available for forfeiture with NPCIL, the relevant authority of MSE/Startup with whom the Contractor is registered shall be informed in this regards.</p>
2	GCC no. HQI 8001(Works and Maintenance Contracts)	13.2.2 A) (New Clause)	—	<p>13.2.2 A)</p> <p>In the event of action being taken under clause no. 13.2.2 (b), the Contractor shall also be liable for Liquidated Damages (in addition to forfeiture of Contract security as per clause 13.2.2 (b) i) a) and recovery amount as per clause 13.2.2 (b) i) b)) only for the delayed but executed/delivered and accepted Works/service(as the case may be), which the Corporation is entitled to recover as per clause no. 7.7 (Compensation for delay) provided an</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				agreement for such alternate procurement from elsewhere, is made within (twelve) 12 months of the letter of cancellation sent to the Contractor. The Contractor shall not be entitled to any gain on such procurement made on account of default. The manner and method of such alternate procurement shall be at the entire discretion of the Corporation, whose decision shall be final. This right shall be without prejudice to the right of the Corporation, to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.
3	GCC no. HQI 8001(Works and Maintenance Contracts)	4.2.11 (New Clause)	—	<p>Cases where IP (Integrity Pact) is applicable:</p> <p>After the release of the EMD, the SD (i.e., Performance Guarantee plus available Retention Money) will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD (i.e., Performance Guarantee plus available Retention Money), shall be forfeited.</p> <p>The Contractor shall initially submit Performance Guarantee, as per relevant clauses of Contract to start with. However, the Contractor will also be required to extend the validity of Performance Guarantee, till validity of the IP if required. The Performance Guarantee and Retention Money will be released after completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.</p> <p>If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions & IP shall be taken against any violation of IP.</p> <p>Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Contractor is registered shall be informed for any violation of IP.</p>

Annexure-K**Table indicating existing GCC clauses & revised clauses for GCC no. HQI 5025 (Engineering Services Contract).**

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
1	GCC no. HQI 5025(Engineering Services Contract)	24.2 (b)	<p>“The Engineer-in-charge shall on such termination/cancellation have powers to:</p> <p>(b) carry out the incomplete work by any means at the risk and cost of the Engineering-Service-Provider.</p> <p>Engineer-in-Charge, whose certificate thereof shall be final, and binding on the Engineering-Service-Provider.”</p>	<p>24.2 (b) i) The Engineer-in-charge shall on such termination/ cancellation have powers to:</p> <p>a) Forfeit the contract security such as EMD (Earnest Money Deposit)/ SD(Security Deposit), as applicable;</p> <p>b) Procure from elsewhere the Engineering Services same or similar to those undelivered /unexecuted, at the risk and cost of the Engineering-Service-Provider;</p> <p>c) Ban business dealings with the Engineering-Service-Provider.</p> <p>NPCIL/Owner reserves the right to enforce any or all the above mentioned a), b) and c) measures.</p> <p>24.2 (b) ii) Further, following method shall be followed for calculation of the recovery amount against purchase of undelivered/ unexecuted Engineering Services at the risk and cost of the Engineering-Service-Provider:</p> <p>a) The recovery amount against such procurement at the risk and cost of the Engineering-Service-Provider will include difference in original & alternate procurement cost for the undelivered /unexecuted Engineering Services plus departmental administrative charges, which shall be calculated as below:</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				<p>Amount to be recovered from the Contractor against Risk & Cost purchase = $[(A-B) + H]$</p> <p>Where –</p> <p>A= Value of undelivered/unexecuted Engineering Services as per rates of the new contract awarded against risk and cost of the Engineering-Service-Provider,</p> <p>B= Value of undelivered/unexecuted Engineering Services as per rates of the Contract and is being paid to the Engineering-Service-Provider at the time of termination of the Contract. This shall also include price adjustment (as per clause 19), if applicable. The date of application of Price Adjustment clause shall be the date of termination of Contract or the original scheduled date of completion of Contract, whichever is earlier. Further, the lower of the two indices will be applicable to arrive at Price Adjustment amount.</p> <p>H= Departmental Administrative Charges of ₹ 10 lakh.</p> <p>b) Undelivered/unexecuted Engineering Services Quantities under the contract = Contract Quantities (including quantities as amended till the date of termination)–(minus) actual executed Quantities as on the date of termination of the Contract.</p> <p>c) In the above calculations, if “A” is less than “B”, only Departmental Administrative charges shall be recovered from the Engineering-Service-Provider.</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				<p>24.2(b)iii) The tender for incomplete/unexecuted Engineering Services will be called with the same specifications or other items of similar description when such Engineering Services exactly complying with the specifications are not in the opinion (such opinion being final) of NPCIL/Owner readily procurable. Further, the tender will be called with same scope and terms and conditions (subject to applicable statutory changes/Government guidelines).</p> <p>24.2(b) iv) The forfeited contract security such as EMD/SD, as applicable, shall not be adjusted against the total recovery amount from defaulting Engineering-Service-Provider in case of risk and cost purchase of balance Engineering Services from other sources. The recovery amount shall be paid by the Engineering-Service-Provider in the form of Demand Draft/Online Transfer within 30 days of issue of demand notice by Owner.</p> <p>24.2(b) v) GST, if applicable on forfeited EMD/SD (as applicable) and balance recovery amount shall be paid by the Engineering-Service-Provider.</p> <p>24.2 (b) vi) In case of MSE/Startup, if no contract security (EMD/SD (as applicable)) is available for forfeiture with NPCIL, the relevant authority of MSE/Startup with whom the Engineering-Service-Provider is registered shall be informed in this regards.</p>
2	GCC no. HQI 5025(Engineering Services Contract)	24.2 A (New Clause)	—	<p>24.2 A In the event of action being taken under clause no. 24.2 (b), the Engineering-Service-Provider shall also be liable for Liquidated Damages (in addition to forfeiture of Contract security as per clause 24.2 (b) i) a) and recovery amount as per clause 24.2 (b) i) b)) only for the delayed but delivered and accepted Engineering Services, which NPCIL/Owner is entitled to recover as per clause no. 22</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				(Compensation for delay), provided an agreement for such alternate procurement from elsewhere, is made within (twelve) 12 months of the letter of cancellation sent to the Engineering-Service-Provider. The Engineering-Service-Provider shall not be entitled to any gain on such procurement made on account of default. The manner and method of such alternate procurement shall be at the entire discretion of NPCIL/Owner, whose decision shall be final. This right shall be without prejudice to the right of NPCIL/Owner, to recover the damages for breach of Contract by the Engineering-Service-Provider as provided in the Contract or under the general law.
3	GCC no. HQI 5025 (Engineering Services Contract)	26	In case, the work is abandoned by the Engineering-Service-Provider, without good and sufficient justifications and consequent loss suffered by the Owner in getting the left out job completed from other agency, the Engineering-Service-Provider shall be liable to compensate the Owner adequately by paying the difference(s), in the amount of the actual Contract value awarded to the new Engineering-Service-Provider for completing the left out balance work and the amount which would have been paid to the Engineering-Service-Provider had the Engineering-Service-Provider not abandoned the work.	In case, the Engineering services is abandoned by the Engineering-Service-Provider, without good and sufficient justifications and consequent loss suffered by the Owner in getting the left-out job completed from other agency, NPCIL/Owner shall on such termination/cancellation have powers as mentioned in clause no. 24.2 (b).

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
4	GCC no. HQI 5025 (Engineering Services Contract)	12	<p>Bid Security Deposit (BSD)</p> <p>The bidder(s) shall be required to pay Bid Security Deposit in any of the following form:-</p> <p>(a) Deposit at Call Receipt of a scheduled commercial bank, duly pledged in favour of Manager (F&A) of the unit (Project/Station/Head Quarter) at a place as specified.</p> <p>(b) Demand Draft of any scheduled commercial bank drawn in favour of Manager (F&A) of the unit (Project/Station/Head Quarter) at a place as specified.</p> <p>(c) Bank Guarantee from a scheduled commercial bank irrevocable and operative 30 days after the validity of the offer (as per standard format as specified).</p> <p>(d) Fixed Deposit Receipt issued by scheduled commercial bank endorsed in favour of Manager (F&A) of the unit (Project/Station/Head Quarter) at a place as specified.</p>	Stands Deleted and covered appropriately in NIT.

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
			<p>The amount of Bid Security Deposit shall be equal to 2% of the estimate value of the work shown in NIT subject to the maximum of Rs 5 lakhs in the form described above shall be deposited along with the tender / bid documents. Tenders not accompanied with the requisite Bid Security Deposit shall be rejected. Bid Security Deposit shall have to be valid for 30 days beyond the validity of the bid.</p> <p>NPCIL, without prejudice to any other rights or remedy, will be at liberty to forfeit the</p> <p>full amount of Bid Security Deposit in the following cases.</p> <p>(i) Bidder withdraws/modifies his bid after opening of the bid and within the validity period.</p> <p>OR</p> <p>(ii) The successful bidder fails to accept Letter of Award/ Work Order or commence the work within the specified time limit even after the acceptance of Letter of Award/ Work Order.</p>	

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
5	GCC no. HQI 5025(Engineering Services Contract)	13.4	The amount of BSD deposited by the bidder at the time of submission of bid shall be converted into Security Deposit.	<p>Cases where IP (Integrity Pact) is applicable:</p> <p>After the release of the EMD, the Security Deposit (SD) will serve the purpose of Integrity Pact Security seamlessly during execution of the Contract till the completion of the defect liability period, or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD shall be forfeited.</p> <p>The Engineering-Service-Provider shall initially submit SD as per relevant clauses of the Contract to start with. However, the Engineering-Service-Provider will also be required to extend the validity of SD till validity of the IP if required.</p> <p>If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions & IP shall be taken against any violation of IP.</p> <p>Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Engineering-Service-Provider is registered shall be informed for any violation of IP.</p>
6	GCC no. HQI 5025(Engineering Services Contract)	14.2	No intimation shall be sent to the unsuccessful bidders. However, the BSD shall be refunded to the unsuccessful bidders within 30 days from the date of issue of 'Letter of Award'.	Stands Deleted and covered appropriately in NIT.

Annexure-L

Table indicating existing GCC clauses & revised clauses for GCC no. HQI 8008 (Consultancy Services Contract).

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
1	GCC no. HQI 8008 (Consultancy Services Contract)	17	<p>Abandonment of work</p> <p>In case, the work is abandoned by the Consultant, without good and sufficient justifications and consequent loss suffered by the Owner in getting the left out job completed from other agency, the Consultant shall be liable to compensate the Owner adequately by paying the difference(s) in the amount of the actual contract value awarded to the new Consultant for completing the left out balance work and the amount which would have been paid to the Consultant had the Consultant not abandoned the work.</p>	<p>17. Abandonment of work</p> <p>17.1 In case, the Consultancy services is abandoned by the Consultant, without good and sufficient justifications and consequent loss suffered by the NPCIL/Owner in getting the left-out job completed from other agency, NPCIL/Owner shall on such termination/cancellation have powers to:</p> <p>(a) Forfeit the contract security such as EMD (Earnest Money Deposit)/SD (Security Deposit), as applicable;</p> <p>(b) Procure from elsewhere the Consultancy services same or similar to those undelivered/unexecuted, at the risk and cost of the Consultant;</p> <p>(c) Ban business dealings with the Consultant.</p> <p>NPCIL/Owner reserves the right to enforce any or all the above mentioned (a), (b) and (c) measures.</p> <p>17.2 Further, following method shall be followed for calculation of the recovery amount against purchase of undelivered/unexecuted Consultancy services at the risk and cost of the Consultant:</p> <p>(a) The recovery amount against such procurement at the risk and cost of the Consultant will include difference in original & alternate procurement cost for the undelivered/unexecuted Consultancy services plus departmental administrative charges, which shall be calculated as below:</p> <p>Amount to be recovered from the Contractor against Risk & Cost purchase = [(A-B) + H]</p> <p>Where –</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				<p>A= Value undelivered/unexecuted Consultancy services as per rates of the new contract awarded against risk and cost of the Consultant,</p> <p>B= Value of undelivered/unexecuted Consultancy services as per rates of the Contract and is being paid to the Consultant at the time of termination of the Contract. This shall also include price adjustment (as per clause 10), if applicable. The date of application of Price Adjustment clause shall be the date of termination of Contract or the original scheduled date of completion of Contract, whichever is earlier. Further, the lower of the two indices will be applicable to arrive at Price Adjustment amount.</p> <p>H= Departmental Administrative Charges of ₹ 10 lakh.</p> <p>(b) Undelivered/unexecuted Consultancy services Quantities under the contract = Contract Quantities (including quantities as amended till the date of termination) – (minus) actual executed Quantities as on the date of termination of the Contract.</p> <p>(c) In the above calculations, if “A” is less than “B”, only Departmental Administrative charges shall be recovered from the Consultant.</p> <p>17.3 The tender for incomplete/unexecuted Consultancy services will be called with the same specifications or other items of similar description when such Consultancy services exactly complying with the specifications are not in the opinion (such opinion being final) of NPCIL/Owner readily procurable. Further, the tender will be called with same scope and terms and conditions (subject to applicable statutory changes/Government guidelines).</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
				<p>17.4 The forfeited contract security such as EMD/SD, as applicable, shall not be adjusted against the total recovery amount from defaulting Consultant in case of risk and cost purchase of balance Consultancy services from other sources. The recovery amount shall be paid by the Consultant in the form of Demand Draft/Online Transfer within 30 days of issue of demand notice by Owner.</p> <p>17.5 GST, if applicable on forfeited EMD/SD (as applicable) and balance recovery amount shall be paid by the Consultant.</p> <p>17.6 In case of MSE/Startup, if no contract security (EMD/SD (as applicable)) is available for forfeiture with NPCIL, the relevant authority of MSE/Startup with whom the Consultant is registered shall be informed in this regards.</p>
2	GCC no. HQI 8008 (Consultancy Services Contract)	17 A (New Clause)	—	<p>17 A In the event of action being taken under clause no. 17, the Consultant shall also be liable for Liquidated Damages (in addition to forfeiture of Contract security as per clause 17.1 (a) and recovery amount as per clause 17.1 (b)) only for the delayed but delivered and accepted Consultancy services, which NPCIL/Owner is entitled to recover as per clause no. 13 (Levy of Liquidated Damages), provided an agreement for such alternate procurement from elsewhere, is made within (twelve) 12 months of the letter of cancellation sent to the Consultant. The Consultant shall not be entitled to any gain on such procurement made on account of default. The manner and method of such alternate procurement shall be at the entire discretion of NPCIL/ Owner, whose decision shall be final. This right shall be without prejudice to the right of NPCIL/Owner, to recover the damages for breach of Contract by the Consultant as provided in the Contract or under the general law.</p>

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
3	GCC no. HQI 8008 (Consultancy Services Contract)	4	<p>1) The bidder(s) shall be required to pay in cash or deposit with the Owner 'Earnest Money Deposit', in the form of Demand Draft or Bank Guarantee, drawn in favour of 'NPCIL' and payable at a place as specified by the Owner, for an amount equal to 2% of the estimated value of the work shown in NIT subject to the maximum of Rs.1 lakh along with the tender / bid documents.</p> <p>2) The bids received without Earnest Money Deposit shall be summarily rejected by the Owner without any further correspondence.</p>	Stands Deleted and covered appropriately in NIT.
4	GCC no. HQI 8008 (Consultancy Services Contract)	5, 2)	No intimation shall be sent to the unsuccessful bidders. However, the EMD shall be refunded to the unsuccessful bidders within 30 days from the date of issue of 'letter of award'.	Stands Deleted and covered appropriately in NIT.
5	GCC no. HQI 8008 (Consultancy Services Contract)	6, 3)	The amount of EMD deposited by the bidder at the time of submission of bid, shall be converted into Security Deposit.	Stands Deleted and covered appropriately in NIT.

Sr. No.	GCC No.	Clause No.	Existing Clause	Revised Clause
6	GCC no. HQI 8008 (Consultancy Services Contract)	6, 5) (New Clause)	–	<p>Cases where Integrity Pact (IP) is applicable:</p> <p>After the release of the EMD, the Security Deposit (SD) will serve the purpose of Integrity Pact Security seamlessly during execution of the Contract and till the completion of the defect liability period, or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD shall be forfeited.</p> <p>The Consultant shall initially submit SD as per relevant clauses of the Contract to start with. However, the Consultant will also be required to extend the validity of SD till validity of the IP if required.</p> <p>If contract security is waived/not available for seamless commitment towards IP, action as per Contract conditions & IP shall be taken against any violation of IP.</p> <p>Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Consultant is registered shall be informed for any violation of IP.</p>



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारत सरकार का उद्यम A Government of India Enterprise)
संविदा एवं सामग्री प्रबंधन निदेशालय
Directorate of Contracts & Materials Management



वसुधैव कुटुम्बकम्

ONE EARTH • ONE FAMILY • ONE FUTURE

FIRST RA BILL

COVERING LETTER CUM CHECK LIST

Work Order No.		M/s	
WO Value		Work Start Date	
Name of EIC		Unit & Section	
		Actual Completion Date	
		Defect Liability Period	

Sr. No.	Description of Documents	Enclosure No. & Page No.	Remarks
1	Copies of the RA Bill, Escalation Bill (if any), MOP through CoManaS and duly signed by Contractor / valid attorney holder of the contractor and the EIC verifying measurement. Please note that the entry in 'Bill for the month' must be the month of entry in 'Bill for the month' must be the month of 'measured till date')		
2	Power of Attorney / Partnership deal on Non-Judicial Stamp Paper duly Notarization letter. (wherever applicable)		
3	Tender opening attendance sheet (in case of manual tenders)		
4	Copy of Note leading Award of Work and Technical Sanction.		
5	Copy of Comparative Statement of Tender approved during award of work.		
6	a) Agreement copy duly vetted by F&A including amendment, if any containing LOI and WO acceptance as per tender condition (if not submitted in RAB-1, an affidavit (see note 3) to be submitted.) b) In case the Agreement is waived off, copy of NIT along with tender document and WO acceptance.		
7	a) Performance Guarantee (PG) issued by a scheduled commercial bank as per GCC / WO with validity up to DLP plus 90 days claim period duly forwarded by the EIC (see note 5)		

Tender No : NPC/RRS/34/2024/CPT-A2789

	b) No. of days delayed, if any in PBG submission as per GCC.		
8	Copy of communication for WO commencement date and change in commencement date, if any		
9	<p>Tax Related / Statutory Compliance:</p> <p>a) Original GST compliant TAX INVOICE indicating WO number and bill period.</p> <p>b) Declaration from for GST from contractor as per NIT in addition to GST payment challan copy where WO rates are exclusive of GST.</p> <p>c) Registration copy of GST Certificate, PAN, EPF registration, Labour license, ESIC registration, Professional tax registration, if copies are not submitted to F&A along with vetted WO.</p> <p>d) Contractor Bank A/c details such as cancelled cheque, bank address, RTGS details.</p> <p>e) EPF / ESIC deposit challan for the month earlier to the preceding month, however not applicable, if first RA bill submitted in the next month of execution.</p> <p>f) In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded.</p>		
10	<p>Copies of Insurance Policies as per IRDA Rules and as per work order conditions up to DLP in the joint name of NPCIL and the contractor:-</p> <p>a) CAR Policy valid up to :</p> <p>b) TPL policy valid up to :</p> <p>c) ESIC (Employee Compensation Policy, in case not covered ESIC) valid up to :</p>		
11	Copies of Transit / Storage insurance policies along with indemnity bond of required value as per work order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL premises.		
12	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with material accounting statement for verification of amount (if applicable)		
13	For hiring charges of cranes, vehicles, equipment sets. (if applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill and no recovery is due in the respect.		
14	All recoveries / penalties verified and effected / proposed in bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		

Tender No : NPC/RRS/34/2024/CPT-A2789

15	EIC certificate for RA bill in CoManaS format.		
16	Labour payment certificate from HR-IR section as required under GCC / NIT / WO.		
17	Valid labour licence, if applicable, specific to the contract as per extant Labour Law.		
18	Reference of liability provision for works done but not paid by 31 st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		

Note:

1. The above check list is commonly applicable. However, if further any specific documents required for the checking of the bill, the same may be provided on case to case basis.
2. Any deviation (s) should be approved by the Competent Authority as per HQI / GCC.
3. Such affidavit should contain a valid reason for such non-compliance duly accepted by the EIC and however, this will not prejudice the liability of the contractor under GCC.
4. Proof of GST deposit with challan is to be submitted where specific approval exists and / or required under WO conditions.
5. For conducting verification of bank guarantee, e-mail ID of the issuing bank is to be provided while forwarding the PBG to F&A.
6. Copies of all supporting documents to be signed / certified by EOC as per GCC clause no. 12.2.3.
7. All documents should have page number serially.
8. The requisite certificates / statements should be in CoManaS format, wherever applicable.

Date:

(Signature of EIC)

F&A



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारत सरकार का उद्यम A Government of India Enterprise)
संविदा एवं सामग्री प्रबंधन निदेशालय
Directorate of Contracts & Materials Management



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SUBSEQUENT RA BILL
COVERING LETTER CUM CHECK LIST

Work Order No. _____ M/s _____

WO Value _____ Work Start Date _____ Actual Completion Date _____

Name of EIC _____ Unit & Section _____ Defect Liability Period _____

Sr. No.	Description of Documents	Enclosure No. & Page No.	Remarks
1	Copies of the RA Bill, Escalation Bill (if any), MOP through CoManaS and duly signed by Contractor / valid attorney holder of the contractor and the EIC verifying measurement. Please note that the entry in 'Bill for the month' must be the month of entry in 'Bill for the month' must be the month of 'measured till date')		
2	If not furnished with 1st RAB: (a) Agreement copy duly vetted by F&A including amendment, If any containing LOI and WO acceptance (as per tender condition) (b) In case the Agreement is waived off. Copy of NIT along with tender document and WO acceptance		
3	Copy of approval for provisional extension of time with financial concurrence, if applicable.		
4	Copy of approval with financial concurrence for all Additional Quantity / Extra / Substituted items. Further the same to be updated in CoManaS before claiming payment in bill		
5	Tax Related / Statutory Compliance: a) Original GST compliant TAX INVOICE including WO number and bill period. b) Declaration form for GST as Annexure-I of NIT in addition to GST payment challan copy where WO rates exclusive of GST. [also see note 3] c) EPF /ESIC deposit challan for the month earlier to the preceding month. d) In case exemption from TDS (if any), copy of extension to valid extension certificate. e) Change in contractor's bank account details, if any		
6	Validity or extension of labour licence, if applicable		
7	a) Whether validity of Performance Guarantee (PG) exists as per GCC / WO with validity up to DLP plus 90 days		

Tender No : NPC/RRS/34/2024/CPT-A2789

	claim period. b) BG /TDR /STDR in lieu of Retention money, if any as per clause 4.2.6 of GCC		
8	In case of extension of validity, copies of Insurance Policies as per work order / tender / conditions to DLP in joint name of NPCIL and the Contractor : a) CAR Policy valid up to : b) TPL policy valid up to : c) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:		
9	Copies of Transit / Storage insurance policies along with indemnity bond of requisite value as per Work Order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL premises		
10	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with material accounting statement for verification of amount. (in applicable)		
11	For hiring charges of cranes, vehicles, equipment etc. (If applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill and no recovery is due in this respect.		
12	All recoveries / penalties verified and effected / proposed in Bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
13	EIC certificate for RA bill in CoManaS format		
14	Labour Payment Certificate from HR-IR section as required under GCC / NIT / WO		
15	Reference of liability provision for works done but not paid by 31st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		

Note:

1. The above check list is commonly applicable. However, if further any specific documents required for the checking of the bill, the same may be provided on case to case basis.
2. Any deviation (s) should be approved by the Competent Authority as per HQI / GCC.
3. Proof of GST deposit with challan is to be submitted where specific approval exists and / or required under WO conditions.
4. Copies of all supporting documents to be signed / certified by EOC as per GCC clause no. 12.2.3.
5. All documents should have page number serially.
6. The requisite certificates / statements should be in CoManaS format, wherever applicable.

Date:

(Signature of EIC)

F&A



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
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संविदा एवं सामग्री प्रबंधन निदेशालय
Directorate of Contracts & Materials Management



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FIRST & FINAL BILL
COVERING LETTER CUM CHECK LIST

Work Order No. _____ M/s _____
 WO Value _____ Work Start Date _____ Actual Completion Date _____
 Name of EIC _____ Unit & Section _____ Defect Liability Period _____

Sr. No.	Description of Documents	Enclosure No. & Page No.	Remarks
1	Copies of First & Final Bill, Escalation Bill (if any), MOP through CoManaS and duly signed by Contractor / valid attorney holder of the contractor and the EIC verifying measurement. Please note that the entry in 'Bill for the month must be the month 'measured till date''		
2	Power of Attorney / Partnership deed on Non-judicial Stamp Paper duty Notarized / authorization letter. (wherever applicable)		
3	Tender opening attendance sheet (in case of manual tenders)		
4	Copy of Note leading award of work and technical sanction		
5	Copy of Comparative Statement of Tender approved during award of work.		
6	a) Agreement copy duly vetted by F&A including amendment, if any containing LOI and WO acceptance as per tender condition. b) In case the Agreement is waived off, Copy of NIT along with tender document and WO acceptance		
7	a) Performance Guarantee (PG) issued by a scheduled commercial bank as per GCC / WO with validity up to DLP plus 90 days claim period duly forwarded by the EIC [see note 4]. b) No. of days delayed, if any in PG submission as per GCC.		
8	Status of validity of Guarantee Bond/Additional Security (if any applicable) during the DLP		
9	Copy of communication for WO commencement date and change in commencement date, if any		

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10	Completion certificate in CoManaS format without any manual correction. (Any Addl. Information shall not be treated as correction)		
11	Compliance Certificate as per GCC clause No. 5.5.5 in CoManaS format		
12	Inspection Certificate ComanaS format without any manual correction		
13	No Demand Certificate in the contractor's letter head as per CoManaS specified format (to be submitted along with approved variation statement)		
14	Copy of Final Time Extension approval with financial concurrence, if proposal of final time extension is under process parallelly, then mention accordingly while forwarding final bill		
15	Copy of approval with financial concurrence for all Additional Qty/Extra/Substituted items. Further the same to be updated in CoManaS before claiming payment in bill.		
16	Tender structure statement through CoManaS System for the L1 Position duly signed by EIC and checked by F&A.		
17	Labour Payment Certificate from HR-IR section up to <u>actual date of completion</u> as required under GCC / NIT / WO.		
18	The Contractor shall indemnify on stamp paper for appropriate value that provision of EPF & MP act-1952 applicable have been compiled with and contractor will stand responsible for any future received from any agencies (if applicable)		
19	No dues certificate from – (before releasing payment) a) CISF b) Health Physics Unit (applicable for Radiation and WMP areas) c) Safety Section d) Material Accounting section (MAIS) (if applicable) e) HR-EM or HR-HS or any other agency.		
20	Tax Related / Statutory Compliance a) Original GST compliant TAX INVOICE indication WO number and bill period. b) Declaration copy of GST as Annexure-I of NIT in addition to GST payment challan copy where WO rates are exclusive of GST [also see mote-3] c) Registration copy of GST Certificate PAN, EPF Registration, Labour License, ESIC Registration, Professional tax registration, if copies are not submitted to F&A along with vetted WO d) Contractor Bank A/c details such as cancelled cheque, bank address, RTGS details. e) EPF / ESIC deposit challan		

Tender No : NPC/RRS/34/2024/CPT-A2789

	f) In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded g) Certificate from a Chartered Accountant on GST payment after setting off and passing on to NPCIL for all applicable with respect to be contract <u>in the given format</u> h)		
21	Approval with financial concurrence for extra Tax Difference (Service tax, GST etc. as per applicability)		
22	Copies of Insurance Policies as per IRDA Rules and as per work order conditions up to DLP in joint name of NPCIL and the Contractor a) CAR policy valid up to: b) TPL Policy valid up to: c) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:		
23	Copies of Transit / storage insurance policies along with indemnity bond of requisite value as per work order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL TMS premises		
24	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with material accounting statement for verification of amount (if applicable)		
25	For hiring charges of cranes, vehicles, equipment etc. (if applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy if attached with the bill and no recovery is due in this respect.		
26	All recoveries / penalties verified and effected / proposed in Bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
27	EIC certificate for the bill in CoManaS format		
28	Valid labour license, if applicable specific to the contract as per extant Labour Law		
29	Reference of liability provision for works done but not paid by 31 st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		
30	Confirm whether any litigation / dispute matter pending against the WO (furnish copy of relevant document, viz., arbitration award)		
31	Variation Statement in CoMnaS along with Standard format enclosed. If variation statement is under process parallelly, then mention accordingly while forwarding the draft final bill for checking purpose		
32	Approval for foreclosure / short closure of the WO (if applicable)		

Note:

Tender No : NPC/RRS/34/2024/CPT-A2789

1. The above check list is commonly applicable. However, if further any specific documents required for the checking of the bill, the same may be provided on case to case basis.
2. Any deviation (s) should be approved by the Competent Authority as per HQI / GCC.
3. Proof of GST deposit with challan is to be submitted where specific approval exists and / or required under WO conditions.
4. For conducting verification of bank guarantee, e-mail ID of the issuing bank is to be provided while forwarding the PBG to F&A.
5. Copies of all supporting documents to be signed / certified by EOC as per GCC clause no. 12.2.3.
6. All documents should have page number serially.
7. The requisite certificates / statements should be in COMANAS format, wherever applicable.

Date:

(Signature of EIC)

F&A



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
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Format of certificate to be submitted in work order final bill
 On letter head of a CA

This is to certify that the GST under the registration no. _____ as per following invoice issued by M/s _____ is deposited after setting off for all inputs, capital inputs and input services as applicable and ITC passed on to NPCIL under the work order no. _____

RA Bill No.	Invoice No.	Invoice Date	Taxable Value	GST	Challan No.	Challan date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

(All bills including the final bill are to be listed)

I / We hereby further confirm that the above information is correct to the best of my knowledge and belief. WE took all responsibility regarding correctness and authenticity of the above information.

Date:

Signed & sealed by

Chartered Accountant with membership no.

Through- The contractor

M/s _____

(Authorized Signatory)

Work Order No. _____

Forwarded by: Engineer-In- Charge

(Signature)

To be submitted in original to:

Manager (F&A)Works



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
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FINAL BILL
COVERING LETTER CUM CHECK LIST

Work Order No. _____ M/s _____
 WO Value _____ Work Start Date _____ Actual Completion Date _____
 Name of EIC _____ Unit & Section _____ Defect Liability Period _____

Sr. No.	Description of Documents	Enclosure No. & Page No.	Remarks
1	Copies of Final Bill, Escalation Bill (if any), MOP through CoManaS and duly signed by Contractor / valid attorney holder of the contractor and the EIC verifying measurement. Please note that the entry in 'Bill for the month' must be the month of 'measured till date')		
2	Power of Attorney / Partnership deed on Non-judicial Stamp Paper duly Notarized / authorization letter. (if there is any change in earlier)		
3	Status of security deposit, i.e. whether released, if not then status of its validity, a) Performance Guarantee (PG) issued by a scheduled commercial bank as per GCC / WO validity up to DLP plus 90 days claim period. b) BG / TDR / STDR in lieu of Retention money, if any as per clause 4.2.6 of GCC.		
4	Status of validity of Guarantee Bond / Additional Security (if applicable) during the DLP.		
5	Completion certificate in CoManaS format without any manual correction. (Any additional information shall not be treated as correction)		
6	Compliance certificate as per GCC clause no. 5.2.2 in CoManaS format.		
7	Inspection certificate CoManaS format without any manual correction.		
8	No Demand certificate in the contractor's letter head as per CoManaS format. (to be submitted along with approval variation statement)		

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9	Copy of Final Time extension approval with financial concurrence. If proposal of final time extension is under process, then mention accordingly while forwarding bill.		
10	Copy of Final Time extension approval with financial concurrence for additional Qty. / Extra / substituted items. Further the same to be updated in CoManaS before claiming payment in bill. If proposal of final time extension is under process, then mention accordingly while forwarding bill.		
11	Tender structure statement through CoManaS system for the L1 position duly signed by EIC and checked by F&A.		
12	Labour payment certificate from HR-IR section up to actual date of completion as required under GCC / NIT / WO.		
13	Contractor shall indemnify on stamp paper for appropriate value that provision of EPF & MP act-1952 applicable have been completed with and contractor will stand responsible for any future claims received from any agencies. (if applicable)		
14	No due certificate from: (before releasing payment) a) Security section b) Safety section c) Health Physics Unit (applicable for Radiation & WMP areas) d) Material accounting section (MAIS) (if applicable) e) HR-EM or HR-HS or any other agency.		
15	Tax Related / Statutory Compliance a) Original GST compliant TAX INVOICE indication WO number and bill period. b) Declaration copy of GST as Annexure-I of NIT in addition to GST payment challan copy where WO rates are exclusive of GST [also see mote-3] c) EPF / ESIC deposit challans d) In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded. e) Change in contractor's bank account details, if any. f) Certificate from a Chartered Accountant on GST payment after setting off and passing on to NPCIL for all applicable with respect to be contract <u>in the given format</u>		
16	Approval with financial concurrence for extra Tax Difference (Service tax, GST etc. as per applicability)		
17	Copies of extension of validity of Insurance Policies, if any as per work order conditions up to DLP in joint name of NPCIL and the Contractor a) CAR policy valid up to: b) TPL Policy valid up to: c) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:		
18	Copies of Transit / storage insurance policies along with indemnity bond of requisite value as per work order / tender conditions (if		

Tender No : NPC/RRS/34/2024/CPT-A2789

	applicable) in case if material / equipment goes outside NPCIL premises		
19	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with MAIS statement for verification of amount (if applicable)		
20	For hiring charges of cranes, vehicles, equipment etc. (if applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy if attached with the bill and no recovery is due in this respect.		
21	All recoveries / penalties verified and effected / proposed in Bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
22	EIC certificate for the bill in CoManaS format.		
23	Whether the work period under final bill has been executed within the validity of labour license as applicable under extant Labour Law		
24	Reference of liability provision for works done but not paid by 31 st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		
25	Confirm whether any litigation / dispute matter pending against the WO (furnish copy of relevant document, viz., arbitration award)		
26	Variation Statement in COMANAS along with Standard format enclosed. If variation statement is under process parallelly, then mention accordingly while forwarding the draft final bill for checking purpose.		
27	Approval for foreclosure / short closure of the WO (if applicable)		

Note:

1. The above check list is commonly applicable. However, if further any specific documents required for the checking of the bill, the same may be provided on case to case basis.
2. Any deviation (s) should be approved by the Competent Authority as per HQI / GCC.
3. Proof of GST deposit with challan is to be submitted where specific approval exists and / or required under WO conditions.
4. Copies of all supporting documents to be signed / certified by EOC as per GCC clause no. 12.2.3.
5. All documents should have page number serially.
6. The requisite certificates / statements should be in COMANAS format, wherever applicable.

Date:

(Signature of EIC)

F&A

SECTION – IV

GENERAL CONDITIONS

OF

CONTRACT

AND

VARIOUS FORMATS

SECTION – IV

- 1. General conditions of contract (separate booklet of GCC uploaded on CPP Portal total 141 pages)**
- 2. Formats for contractual documents**

The following Blank formats are available in Section-IV GCC of this tender document –

- | | | |
|---|---|--|
| 1. Bank Guarantee to secure Lump Sum Advances | } | The Stamp paper to be in the name of Executing Bank. |
| 2. Hypothecation Deed. | | |

However, the following blank formats as applicable at different stage of Tendering/Contract are available in this section to fulfill the Contractual documents.

1. Format # 1 - Contract Agreement
2. Format # 2 - Bank Guarantee In lieu of Security Deposit

CONTRACT AGREEMENT

(ON NON-JUDICIAL STAMP PAPER OF ₹ 500/- & STAMP PAPER TO BE IN THE NAME OF COMPANY/FIRM)

AGREEMENT FOR THE WORK OF “.....”

TENDER NO. : NPC/RRS/ / Year /T-

Agreement made this day _____ of _____ between the Nuclear Power Corporation of India Limited (A Government of India Enterprise), acting through the _____ **RAPS, RR Site, NPCIL** (hereinafter called the corporation) of the one part and **M/s.** _____ (hereinafter referred to as the Contractor) of the other part.

Whereas the _____, **RR Site** on behalf of the corporation invited tenders for the work of “.....”

And whereas the tender of the Contractor was accepted and work awarded to the Contractor by the corporation under their letter no. _____ **dtd.** _____

Work Order No. “.....”

And whereas “the Tenderer” has accepted the work order for the work aforesaid in their **letter No.** _____ **dtd.** _____.

Now the agreement, witness and it is hereby agreed by and between the parties hereto as follow:

1. This agreement, inter alia the contract consisting of hereto annexed contains the entire agreement between the parties. All other previous and collateral arrangement, representations, promises and conditions are superseded by the contract and shall not be binding on either party. All the work executed by the contractor under the work order and undertakings given under the terms & conditions of the agreement.
2. In consideration of the payments to be made by the Nuclear Power Corporation of India Limited to the contractor as mentioned in the contract, the contractor hereby covenants with the corporation to carry out the work of “.....” on the terms and conditions as mentioned in the contract.
3. The “Corporation” hereby covenants to pay to “the contractor” in consideration of the aforesaid work, in the manner mentioned in this contract.

Tender No : NPC/RRS/34/2024/CPT-A2789

In witness where of **M/s.** _____ the contractor and _____, **RR Site** for and behalf of the Corporation, have hereunto affixed their seals and signatures the day, month and year here in above written.

Signature of the Contractor

With Date & Seal

For & on behalf of the M/s _____

Signature of NPC

Rawatbhata Rajasthan Site

For & on behalf of the NPCIL.

Contractor's

Witness - 1

Signature : _____

Name : _____

Address : _____

Witness - 2

Signature : _____

Name : _____

Address : _____

NPCIL'S

Witness – 1

Signature : _____

Name : _____

Address : _____

Witness – 2

Signature : _____

Name : _____

Address : _____

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(Performance Guarantee / Retention Money)
IN INDIVIDUAL CONTRACT

(On Non Judicial Stamp paper to be stamped in accordance with stamp act & the stamp paper to be in name of Executing Bank)

To

Nuclear Power Corporation of India Ltd.

In consideration of the Nuclear Power Corporation of India Ltd, Rawatbhata Rajasthan Site, having its registered Office at **16th floor, World Trade Centre, Cuffe Parade, Colaba, Mumbai-400 005** (hereinafter called the "Corporation" which expression shall unless repugnant to the subject or context include its administrators, successors and assigns) having agreed under the terms and conditions of the Award Letter bearing No..... dated issued by the Corporation, which has been unequivocally accepted by the Contractor M/s*.....for the work ofTender No..... (hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for `..... (Rupees..... only) from a nationalized/ Scheduled bank in lieu of the (Performance guarantee to be submitted by the Contractor /retention money deducted from the Contractor's bills) for the due fulfillment of the terms and conditions contained in the said Contract by the said Contractor.

1. We, the Bank (hereinafter referred to as "the said Bank" and having our registered office at..... do hereby undertake and agree to indemnify and keep indemnified the Corporation from time to time to the extent of `.....(RupeesOnly) against any loss or damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation by reason of any breach or breaches by the said Contractor of any of the terms and conditions contained in the said Contract and to unconditionally pay the amount claimed by the Corporation on demand and without demur to the extent aforesaid.
2. We..... Bank, further agree that the Corporation shall be the sole judge of and as to whether the said Contractor has committed any breach or breaches of any of the terms and conditions of the said Contract and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation on account thereof and the decision of the corporation that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.

*Refer note at the end of the proforma.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after three months from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e.(date) or three months beyond the date of cancellation of

Tender No : NPC/RRS/34/2024/CPT-A2789

the said contract as the case may be, unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.

4. The Corporation shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor or to postpone for any time from time to time any of the powers exercisable by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or securities available to the Corporation and the said bank shall not be released from its liability under these presents by any exercise by the Corporation of the liberty with reference to the matters aforesaid or by reason of time being given to the said Contractor or any other forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said Contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s*.....on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the Bank)

WITNESS

1. _____

Signature _____

2. _____

Name & Designation

Authorization No.: _____

Date and Place: _____

Bank's Seal: _____

Accepted

(Signature of the Officer)
For and on behalf of the
(Nuclear Power Corporation of India Ltd)

NOTES

***For Proprietary Concerns**

Shri _____ son of _____ resident of _____ carrying on business under the name and style of _____ at _____ (herein after called " the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives.

***For Partnership Concerns**

M/s. _____ a partnership firm with its office _____ (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representative); the names of their partners being

(i) Shri _____ S/o. _____

(ii) Shri _____ S/o. _____

***For Companies**

M/s..... a company registered under the Companies Act, 1956 and having its registered office atin the State of..... (hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

SECTION – V

TECHNICAL SPECIFICATIONS

SECTION – V

TECHNICAL SPECIFICATION

5.0. Detail Scope of work.

The scope of work under the proposed contract for **Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site** are followings: -

Civil works: -

1. Removal / Dismantling of existing tiles / plaster in toilets inside and outside OPI, RAPS 3&4.
2. Providing and Installation of floor and wall tiles
3. Replacement of Urinals, WCs, water supply taps etc.
4. Providing and fixing pre-policed granite on Serving Counter of Canteen at RAPS 3&4.
5. Replacement of existing aluminum doors with teak wood doors having glazing.
6. Construction of CAR Parking along with driver's room having attached toilet facility.
7. Construction of RR Masonry wall and providing & fixing concertina coil near NTC.
8. Construction of 04 new toilets, 01 at CWPH and 03 nos. at watch tower no. 11, 12 and 14.
9. Miscellaneous small civil maintenance / construction work.

Contractor has to submit the layout / drawing (for above mentioned job) to EIC for approval before start of work at his own cost.

UNDERTAKING BY THE CONTRACTOR

Before submission of bid (s), I have thoroughly gone through the Technical Specifications for the items and have also understood them carefully. I agree to accept the said Technical Specifications as part of contract agreement and undertake not to claim on account of non – studying or understanding the contents of Technical Specifications. In case where no specifications have been given in the set of Technical Specifications for any item / activity / work, the relevant Indian Standard shall be applicable for the same.

Date:

Signature of Contractor With Seal

ANNEXURE-A

LIST OF RECOMMENDED BRANDS / SOURCES OF CONSTRUCTION MATERIALS / ITEMS

SL NO.	MATERIAL DESCRIPTION	APPROVED BRAND / SOURCE
1.	CEMENT	BIRLA UTTAM / BIRLA CHETAK / ULTRATECH (Approved source) WONDER / JK (Subjected to approval of source)
2.	TMT BARS	JINDAL PANTHER (JSPL) /TATA TISCON / SAIL / RINL / JSW STEEL
3.	SAND	NATURAL SAND, MANUFACTURED SAND OR AN APPROVED COMBINATION THERE OF CONFIRMING TO IS: 383 - LATEST REVISION AND AS PER TECHNICAL SPECIFICATION
4.	VITRIFIED TILES	H&R JOHNSON / KAJARIA / NITCO
5.	GLAZED TILES	H&R JOHNSON / KAJARIA / NITCO
6.	GI HAND RAIL	TATA / JINDAL / PRAKASH SURYA
7.	SYNTHETIC ENAMEL PAINT	ASIAN PAINT / APCOLITE PREMIUM SYNTHETICENAMEL & EQUIVALENT IN / BERGER /NEROLAC
8.	G.I. PIPES	TATA / JINDAL / PRAKASH SURYA CONFORMING TO IS:1239
9.	OTHER MATERIALS NEITHER COVERED ABOVE NOR UNDER RELEVANT ITEMS	BEST GRADE, BRAND AND SIZE AS APPROVED BY EIC (EIC DECISION SHALL BE BINDING)
10.	Pillar Cock	Jaquar code PR5-CHR-031/FLR-CHR-5011N or /KOHLER / GROHE (IS-1795 - 1982) .

Note: - All the material to be used only after approval of EIC.

I / WE HAVE QUOTED THE RESPECTIVE ITEMS RATES AFTER THOROUGHLY UNDERSTANDING THE ABOVE REQUIREMENTS OF MATERIAL SPECIFICATIONS, SOURCE, BRANDS AND MANUFACTURES.

SIGNATURE OF BIDDER

ANNEXURE-C

SCHEDULE OF PEAK STAFF DEPLOYMENT

SR. NO.	JOB POSITION	QUALIFICATION & EXPERIENCE	NOS TO BE DEPLOYED
1.	Engineers (Civil)	Degree in Civil Engineering with 1 year experience in construction/ Maintenance field or Diploma in Civil with 2 years experience	01
2.	Safety Officer	Diploma in safety/Civil with 1 years experience	01

Signature of Bidder

ANNEXURE-D

SCHEDULE OF PEAK PLANT & EQUIPMENT DEPLOYMENT (D-I)

Sr. No.	Item Description	Quantity To Be Deployed
1.	Tilting drum type Concrete Mixture	01
2.	Needle vibrator of size 25mm ,40mm & 60 mm dia.	06
3.	Plate surface compactor for flat surfaces	01
4.	Wheel barrows	02
5.	Precision level instrument	01
6.	JCB (Excavator)	01
7.	DG Set	01
8.	Welding sets	04
9.	Dewatering pumps	02
10.	Tractor mounted water tankers	01

**(B) INDICATIVE CONSTRUCTION ACTIVITY COMPLETION CHART
(CONTRACTING AGENCY TO SUBMIT AFTER AWARD OF WORK THEIR OWN BAR
CHART AND RESOURCE
BASED PERT NETWORK FOR ACCEPTANCE OF NPCIL)**

SR. No.	Name of work	Completion period (in months)
		1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18
1.	Demolishing and Dismantling work	xxxxxxx
2.	Excavation & foundation work	xxxxx
3.	GI Hand Railing	xxxxxxxxxxxxxxxxxxxxxxxx
4.	False Ceiling	xxxxxxxxxxxxxxxxxxxxxxxx
5.	Outside infrastructures & area development	xx
6.	Site clearance	xxxxxxxxxxxxxx

SECTION – VI

DRAWINGS, IF ANY

SECTION – VI

DRAWINGS, IF ANY

6.1 LIST OF DRAWINGS :

The drawings as listed herewith are part of the tender documents. Bidder shall submit back all the drawings with their sealed signature. The Bidder may go through the same & get themselves conversant before filling of the tender. These drawings are intended to give sufficient information about the nature & scope of work to the bidder. However, work shall be executed as per the latest revision of drawings including additional information/ENC as found necessary to cover the scope of work. The following is the list of drawings applicable to this contract –

Sr. No	Drawing No.	Description	Page No.
	NIL		

SECTION – VII

SCHEDULE OF MATERIALS TO BE

SUPPLIED BY THE CORPORATION

SECTION – VII

SCHEDULE OF MATERIAL TO BE SUPPLIED BY CORPORATION

7.1 NPC Scope of supply : (Material issued to the Contractor)

Materials, Tools & Plants or services to be provided by the Corporation on free / chargeable basis to the contractor under this contract will be issued as per enclosed Schedule-B & C of Section-I of this tender document. List of such material, tools/tackles & services is as follows-

- 1)
- 2) (List out type of Material/Tools as given by indenter or mention “NIL”)
- 3)
- 4)

SECTION – VIII

Schedule of Quantities / Bill of Quantities

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इण्डिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LTD.

(भारत सरकार का उद्यम Government of India Enterprise)

रावतभाटा राजस्थान साइट Rawatbhata Rajasthan Site

संविदा एवं सामग्री प्रबंधन – कार्य समूह

Contracts & Material Management-Works Group

डाक : अणुशक्ति, वाया : कोटा (राजस्थान) PO: Anushakti, VIA -Kota, Rajasthan-323303



(Part-II)

Financial Bid

कार्य का नाम :- रापबिघ-3 एवं 4 संयंत्र स्थल पर मुख्य संयंत्र भवन, कैंटीन, प्रशासनिक भवन में विविध निर्माण कार्य जैसे मुख्य संयंत्र की बाउंड्री वॉल तथा नई कार पार्किंग की सुविधा आदि सहित जॉब शैक में एवं प्रसाधनों में फ्लोर तथा टाइल्स को बदलकर कैंटीन एवं प्रसाधनों की मरम्मत एवं रख-रखाव।

Name of Work: - Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site.

TENDER NO. : NPC/RRS/34/2024/CPT-A2789

निविदा संख्या : एनपीसी/आरआरएस/34/2024/CPT-A2789

SECTION – VIII

SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

8.1 INSTRUCTION TO TENDERERS:-

Tenderers are advised to go through the following instructions before filling the item rates:

- 8.1.1 The details of all the items in this schedule of quantities is to be read for the purpose of Quoting the rates, in conjunction with the Special Conditions of Contracts (**Section-III**), General conditions of contract (**Section-IV**), the Technical specifications (**Section-V**), the drawings (**Section-VI**) if applicable, and the scope of material (**Section-VII**) to be supplied by the contractor.
- 8.1.2 The quantities stated are to be considered approximate only and the unit prices entered in the schedule of quantities / rates shall apply only to the actual quantities measured in the completed work in accordance with the specifications.
- 8.1.3 The Engineer-in-charge may at his discretion, order as per requirement of deletion / increase / decrease of any of the items / quantities. No claim on account of this variation shall be entertained.
- 8.1.4 All charges on account of Any taxes shall be borne by the bidder under the rates.
- 8.1.5 The rates quoted by the bidder in the schedule of quantities and rates shall be the cost inclusive of all the taxes.
- 8.1.6 Bidder shall bid for work under this tender in Indian Rupees only.

SCHEDULE OF QUANTITIES / BILL OF QUANTITIES

Name of work: Repair & Maintenance of canteen & toilets by replacement of floor & wall tiles at main plant buildings, canteen, Administrative building and Job Shacks including miscellaneous constructions works such as main plant boundary wall and construction of a new car parking facility etc. at RAPS-3&4 Plant Site.

Tender No. :- NPC/RRS/34/2024/CPT-A2789

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
1	Earthwork in excavation in all types of ground substrata consisting of hard rock / fragmented rock / soft rock / ordinary soils / filled up ground / murrum requiring use of rock breaker, drilling, chiseling with mechanical / manual means etc. up to a depth of 1.5 m from the original ground level and dewatering if required for foundation of walls, columns, platforms etc. including backfilling with selected excavated materials in plinth and foundation trenches in layers not exceeding 200 mm thick, watering ramming etc. complete and disposing off the surplus materials to a maximum radially measured lead of 1.0 KM. as per drawings, design , safety and specifications and directions of the Engineer. Note :- Bidders should essentially visit and inspect the construction sites and determine themselves the right and safest method/s of excavation considering the safety of nearby structures and population, before quoting their item rates (Blasting is not permitted).	Cum	90.00		
2	Extra for every additional lead of 1Km or part thereof in all kinds of soil.	Cum	10.00		
3	Extra for every additional lift of 1.5m part thereof in all kinds of soil.	Cum	10.00		
4	Supplying at site of good earth excavated and brought from outside (borrow pits / stock piles) free from weeds, roots, rubbles and other foreign material including royalty and carriage and filling in trenches, plinth and sides of foundation etc. in layers not exceeding 20cm in depth consolidating each deposited layers by ramming and watering and lift upto 1.5m etc. complete (only consolidated fill shall be paid).	Cum	91.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
5	Providing and laying cement concrete of 1:2:4 (1 Cement : 2 Coarse sand : 4 graded stone aggregate 20 mm nominal size) in retaining walls, return walls, walls(any thickness) including attached pilasters, columns, piers, abutments, pillars, posts, struts, buttresses, string or lacing courses, parapets, coping, bed block, anchor block, window sills, fillets etc. at all level including transporting of concrete to site, laying including cost of finishing, curing etc. all complete excluding the cost of centering and shuttering as per specifications and direction of Engineer-in-charge.	Cum	20.00		
6	Providing and laying in position machine batched , machine mixed and machine vibrated design mix cement concrete of all grades grade for Reinforced cement concrete or other works using 20mm maximum nominal size stone aggregates including transporting of concrete to site for laying but excluding the cost of centering, shuttering and reinforcement, including cost of finishing, compaction, curing, approved chemical admixtures conforming to IS 9103 in recommended proportions for achieving slump not less than 120mm and water/cement ratio not more than 0.42 at all level & for all sections as per drawings, specifications & direction of Engineer-in-charge. Use of concrete retarding agent / accelerator conforming to IS 9103 shall also be done if situation demands so. Rates should be based on using 350 kg of OPC 43 grade cement per Cum of concrete.	Cum	58.00		
7	Providing form work of battened frame with sheathing having plywood lining / MS angle frame with sheathing of MS plate lining so as to give fair finish including centering shuttering strutting and propping etc. height of propping and centering below supporting floor not exceeding 3.5 meters to ceilings and removal of same for foundation, footings, columns, wall, Suspended floors, stairs, landings, balconies, lintels, beams, plinth beams, girders, cantilevers and access platform etc. complete at all level of floors / roof as per drawing, specifications and direction of Engineer in charge.	SqM	305.00		
8	Providing and laying Thermo-Mechanically Treated reinforcement bars of grade as specified in drawings/specifications and as directed by engineer conforming to IS : 1786 latest revision or the latest relevant code for RCC work including straightening, cutting, bending, placing in position and binding with 20 gauge annealed binding wire and cement mortar cover block of all size in C.M. 1:2 MIX etc. all complete- as per drawings , specifications & direction of engineer in charge.	Kg	13000.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
9	Providing & laying Random Rubble masonry with hard stone in foundation and plinth level of building & upto 3.00 Mtr. height from NGL for boundary/compound wall with Cement mortar 1:6 (1 Cement :6 Coarse sand) including cost of labour, materials, curing , raking out the joints , finishing, scaffoldings etc. all complete as per specifications and direction of Engineer in charge.	Cum	73.00		
10	Providing and laying Fly-ash brick masonry using Fly-ash building bricks of class designation-75 (IS-12894 -latest revision) in cement mortar 1:6 (1 cement : 6 coarse sand) in superstructure above plinth level up to floor five level as per specifications and direction of Engineer including cost of labour, materials, curing, finishing, scaffoldings etc. all complete as per drawings, specifications and direction of Engineer in charge.	Cum	62.00		
11	Providing and laying 6mm thick cement plaster (1 cement : 3 sand) in single coat on RCC ceiling face for interior plastering at all levels including necessary grooves at the junction of RCC and brickwork arises, internal rounded angle, chamfers and / or rounded angles not exceeding 80 mm in girth including scaffolding, finishing, curing etc all complete as per drawing, specifications and direction of engineer in charge.	SqM	95.00		
12	Providing and laying 15mm thick cement plaster 1:4 (1 cement : 4 fine sand) in single coat on either side of single or half brick wall for interior plastering at all levels using galvanized M.S. wire of I.S. gauge designation 26 s.w.g. chicken mesh over junctions of brick work, beams and column as required including necessary grooves at the junction of RCC and brick work, arises, internal rounded angles, chamfers and / or rounded angles not exceeding 80mm in girth including scaffolding, finishing, curing etc all complete as per drawing, specifications and direction of engineer in charge.	SqM	250.00		
13	Providing and laying 20 mm thick cement plaster of mix :- 1:4 (1 cement : 4 fine sand) including finishing, curing, scaffoldings etc. complete at all height as per direction of Engineer-in-charge.	SqM	295.18		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
14	Providing and fixing premium quality mat finished ceramic floor tiles of size 300x300mm and 6mm thickness conforming to IS: 15622 (latest revision) of H&R JOHNSON (pure mat finish Rustic /Lenox series) / KAJARIA (Digital floor -stain mat plain & printed mat finish) / NITCO (Crust digital floor tiles premium) as approved in required shade, laid on 20 mm thick bed of cement mortar 1:4 (1 cement: 4 sand) including grouting the joints using special tiles grout FEVIMAT - TG of Pidilite or similar approved make complete including covering of floor tiles with 3mm th. PVC tile protection sheet over it to protect the tile from painting stains and scratches during various finishing activities including finishing and curing work at all level etc. all complete as per drawing, specification & direction of Engineer in charge.	SqM	1000.00		
15	Providing and fixing premium quality special printed ceramic glazed wall tiles of size 450mmx300mm and 6mm thickness of approved shade in base and highlighter conforming to IS: 15622 (latest revision) of H&R JOHNSON wall tiles (DIGITAL PRINTED SERIES) / KAJARIA (Digital & power line) / NITCO (Cosmos digital wall tiles) as approved in skirting and dado over 12mm thick bed of cement mortar 1:3(1 cement :3 sand) including grouting the joints using special tiles grout FEVIMAT - TG of Pidilite or similar approved make complete including protecting the tiles from painting stains and scratches during various finishing activities including finishing and curing work at all level etc. all complete as per drawing, specification & direction of Engineer in charge.	SqM	825.00		
16	Providing and laying premium quality polished vitrified tiles of size 600mm x 600mm of approved shade and conforming to IS: 15622 (latest revision) of H&R JOHNSON (Double charge Magic bush Series) / KAJARIA (Double charge K-62 & K-63 series)/ NITCO (Double charge Nano vitrified premium) as approved, laid on 20 mm thick cement mortar 1:4 (1 Cement: 4 sand) in floors and skirting including grouting the joints using special tile grout FEVIMATE-TG of Pidilite or similar approved make including covering of tiles with 3mm th. PVC tile protection sheet over it for protection of tiles from paint stains, scratch during various finishing activities including finishing and curing at all levels etc. all complete as per specification and direction of Engineer-in-charge	SqM	1000.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
17	Providing and laying premium quality polished vitrified tiles of size 600mm x 600mm of approved shade and conforming to IS: 15622 (latest revision) of H&R JOHNSON (pure mat finish GVT series) / KAJARIA (Desert series - mat finish)/ NITCO (Architect series - mat finish) as approved, laid on 20 mm thick cement mortar 1:4 (1 Cement: 4 sand) in floors and skirting including grouting the joints using special tile grout FEVIMATE-TG of Pidilite or similar approved make complete: including covering of tiles with 3mm th. PVC tile protection sheet over it for protection of tiles from paint stains, scratch during various finishing activities including finishing and curing at all levels etc. all complete as per specification and direction of Engineer-in-charge.	SqM	350.00		
18	Providing and fixing in full width & length 15mm to 18mm thick Granite Black or any other approved shade / colour / texture gang saw cut mirror polished, premoulded, machine cut for kitchen platforms, fascias and similar locations laid over 20 mm thick base cement mortar 1:4 (1 Cement :4 sand) with joints treated with white cement mixed with matching pigment, epoxy touch ups, including rubbing, curing, edge moulding and polishing to edge to give high gloss finish etc. complete at all levels: Area of slab over 0.50 Sqm. including finishing & curing work at all level etc. complete as per drawing, specifications and direction of Engineer-in-charge. (Base rate of granite shall not be less than Rs. 1800 / Sqm) Note:- Sample of granite shall be approved by EIC before bulk purchase.	SqM	400.00		
19	Providing and fixing 15 to 18mm thick Granite Black or any other approved shade / colour / texture gang saw cut mirror polished, premoulded, machine cut for wash basin counter including cutting opening for wash basin making half round edge moulding in granite stone for counter etc. all complete of required size laid over 20 mm thick base cement mortar 1:4 (1 Cement :4 sand) with joints treated with white cement mixed with matching pigment, epoxy touch ups, including rubbing, curing, moulding and polishing to edge to give high gloss finish etc. complete at all levels: as per drawing, specifications and direction of Engineer-in-charge. (Base rate of granite shall not be less than Rs. 1800 / Sqm) Note:- Sample of granite shall be approved by EIC before bulk purchase.	SqM	18.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
20	Structural steel work riveted, bolted or welded in built up sections, trusses and frame work M.S. door & fix ventilators, anchors etc made out M.S. angle, channels, flats, rods, bars, weld mesh, M.S. pipe etc including supplying, cutting, hoisting, fixing in position and applying two coat of approved quality synthetic enamel paint over a priming coat of approved steel primer all complete as per standard design, including the cost of all material and labour complete- as per drawings , specifications & direction of engineer in charge.	Kg	1200.00		
21	Providing and fixing factory made 35 mm thick both side laminated flush door shutters single leaf conforming to IS ; 2202(part-1) of make KITPLY/GREENLAM / CENTURY as approved by EIC with Block board core & frame of well seasoned hard wood, cross band made from BWP grade veneers and commercial BWP grade face veneers on both sides of shutter including providing and fixing 2nd class teak wood leaping of suitable size and shape all around the edges including supply and fixing of approved brand stainless steel fixtures like Tower bolt (size- 250mm long rod size 12mm), Tadi latch (300mm long rod size 14mm), Aldrop (300X16mm), Handles plate type - 100mm size (size shall be confirming to IS:208) - 02 nos, Magnetic Cather etc. with approved quality judas eye, safety chain etc. complete as per drawings, specifications and direction of Engineer. (Door skin shall be 1.0 mm thick on front face and 0.8mm thick on back face with the provision of edge bending of decorative high pressure laminated sheet of plain/wood grain in gloss/ matt/ suede finish with high density protective surface layer of make KITPLY / GREENLAM / CENTURY as approved by EIC). Note - actual area of shutter will be paid.	SqM	25.00		
22	Providing and fixing 30mm thick factory made pre-laminated PVC door shutter of approved make and design consisting of frame made out of M.S. tubes of 19 gauge thickness and size of 19 mm x 19 mm for styles and 15x15 mm for top & bottom rails. M.S. frame shall have a coat of steel primers of approved make. M.S. frame covered with 5 mm thick heat molded PVC 'C' channel of size 30 mm thickness, 95 mm width out of which 75 mm shall be flat and 20 mm shall be tapered in 45 degree angle on both side forming styles and 5 mm thick, 115 mm wide PVC sheet out of which 95 mm shall be flat and 20 mm shall be tapered in 45 degree on the inner side to form top and bottom rail and 140 mm wide PVC sheet out of which 100 mm shall be flat and 20 mm shall be tapered on both sides to form lock rail. Top, bottom and lock rails shall be provided both side of the panel. 10 mm (5 mm x 2) thick, 20 mm wide cross PVC sheet be provided as gap insert for top rail & bottom rail, paneling of 5 mm thick both side PVC sheet to be fitted in the M.S. frame welded/ sealed to the styles & rails with 7 mm (5 mm+2 mm) thick x	SqM	8.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
	15 mm wide PVC sheet beading on inner side, and joined together with solvent cement adhesive. An additional 5 mm thick PVC strip of 20 mm width is to be stuck on the interior side of the 'C' Channel using PVC solvent adhesive etc. including all SS fitting and fixtures such as 1 nos Tadi latch 200mm longx12mm rod size, 2 nos. tower bolt 250mm x 12mm, 2 nos. plat type handles - 100mm size (size shall be confirming to IS:208) of approved brand complete as per drawing, specification & direction of Engineer-in-charge.				
23	Providing and fixing Orissa pattern Water Closet (OP 23 (Open rim) of H & R Johnson / Orissa C0117 of Parryware/ Orissa COVYS 3010104 of CERA as approved with low level placed PVC flushing cistern (Dual Flush Tank {white} of H & R Jhonson / CERA/ Parry) connected with 32 mm dia PVC flush pipe with all fittings and brackets with C.P. brass angle cock with CP flange (Clarion cat No. CQT 23059 make of JAQUAR or similer approved quality in KOHLER / GROHE and 15 mm dia high quality PVC inlet connection of required length with all accessories, fittings & fixtures of best quality and brand as per drawing, specification and direction of EIC. Item includes essentially following. (a). Orissa pattern white glazed vitreous china W.C. pan of size 580mm x 440mm of approved brand and 100mm dia sand cast iron 'P' trap. (b). Low level placed PVC flushing cistern Dual Flush Tank (white) of H & R Johnson (P2829PW) / Parry (Slim-line E8110 Deluxe) / Cera (Corona B1020102) as approved with all accessories complete. (c). 15mm dia PVC inlet connection of required length of approved brand with heavy duty C.P. brass unions and rubber washer etc. (d). 15mm dia C.P. brass angle valve with C.P. flange of superior quality (Jaquar Clarion cat. No. CQT 23059 or similer approved quality of KOHLER / GROHE as approved).(d). 15mm dia C.P. brass angle valve with C.P. flange of superior quality (Jaquar Clarion cat. No. CQT 23059 or similer approved quality of KOHLER / GROHE as approved).	Each	45.00		
24	Providing and fixing European type white glazed vitreous china ware water closet concealed S trap of 'H&R JOHNSON' (Ruby concealed trap EWC P0448PW / 'PARRYWARE' (NIAGARA C0252(S) / 'CERA' (CIGNIA Concealed S1051108 S trap) as approved with Germfree EWC solid seat cover with C.P. brass hinges and rubber buffers of approved brand, with low level placed PVC flushing cistern (Dual Flush Tank white) connected with 32 mm dia PVC flush pipe with fittings and brackets, 15mm dia PVC inlet connection of required length and approved brand, 15mm dia C.P. brass angle valve with C.P. flange of superior quality all complete as per drawing, specification and direction of engineer in charge comprising following accessories:(a). White vitreous china wash down European type W.C. pan with white vitreous	Each	15.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
	china 'S' trap of approved brand.(b). Germfree EWC solid seat cover (white) of H&R Johnson (P0424PW) / Parry (E8094) / Cera (Carina plus B1510106) with C.P. brass hinges and rubber buffers of approved brand (c). Low level placed PVC flushing cistern Dual Flush Tank (white) of H & R Johnson (P2829PW) / Parry (Slim-line E8110 Deluxe) / Cera (Corona B1020102) as approved with all accessories complete.(d). 15mm dia heavy duty PVC inlet connection of required length and approved brand with brass unions complete.(e). 15mm dia C.P. brass angle valve with C.P. flange of superior quality (Jaquar clarion cat. No. CQT 23059 or similar approved quality of KOHLER/GROHE as approved).(f). Jet spray provision of Jaquar make ALE 547 with 1Meter PVC tube (stainless steel) with 01 nos 15mm dia CP brass angle valve with Cp flange of Jaquar clarion (Code CQT 23059) or similar approved quality of KOHLER/GROHE as approved.				
25	Providing and fixing in position white glazed vitreous china ware wash basin 'H&R JOHNSON'/ 'PARRY' / 'CERA' as approved of following accessories jointed watertight as per drawing, specification and direction of EIC as given below : (a). One no. wash basin of make 'H&R JOHNSON' (P1015PW size 500 x 400 mm)/ 'PARRY' (Indus C0471 size 500x400 mm) / 'CERA' (Counsel S2040101 size 510x400mm) as approved. (b). One pair of wall bracket of 35mm x 35mm x 5mm M.S. angle painted with two coats of synthetic enamel paint over a coat of primer of approved quality and make. (c). One no. 32mm dia C.P. brass waste coupling with C.P. grating of Cat. No. ALD709 of Jaquar or similar approved quality of KOHLER / GROHE as approved. (d). One no. 32mm dia C.P. brass bottle trap with wall flange and connected C.P. pipe of cat. No ALD 769 of Jaquar or similar approved quality of KOHLER/GROHE as approved. (e). Two nos. 15mm dia C.P. brass angle valve with C.P. flange of superior quality (Jaquar CLARION cat. No. 23059 or similar approved quality of KOHLER / GROHE as approved). (f). One no. central hole C.P. brass basin mixer without popup waste system with 450mm long braided hoses of superior quality (Jaquar clarion cat. no. CQT 23167B or similar approved quality of KOHLER/GROHE as approved). (g). 32mm dia B class G.I. waste pipe (concealed) of required length (from bottle trap to nahani trap) including painting with anti corrosive bituminous paint.	Each	40.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
26	Providing and fixing in position white glazed vitreous under counter oval shape china ware wash basin of make H&R JOHNSON / 'PARRY' / "CERA" as approved comprising of following accessories jointed watertight as per drawing, specification and direction of EIC as given below: (a). One no. oval shape white wash basin H&R JOHNSON CRESS (UC WB P0813PW size 550x450mm) / 'PARRY' (Cascade NXT C0407 size 550x445mm) / "CERA" (Oval under counter S2030104 size 560x470mm) as approved .(b). One no. 32mm dia C.P. brass waste coupling with C.P. grating of Cat. No. ALD709 of Jaquar or similar approved quality of KOHLER/GROHE as approved.(c). One no. 32mm dia C.P. brass bottle trap with wall flange and connected C.P. pipe of cat. No ALD 769 of Jaquar or similar approved quality of KOHLER/GROHE as approved.(d). Two nos. 15mm dia C.P. brass angle valve with C.P. flange of superior quality (Jaquar CLARION cat. No. 23059 or similar approved quality of KOHLER/GROHE as approved).(e). One no. central hole C.P. brass basin mixer without popup waste system with 450mm long braided hoses of superior quality (Jaquar clarion cat. no. CQT 23167B or similar approved quality of KOHLER/GROHE as approved).(f). 32mm dia B class G.I. waste pipe (concealed) of required length (from bottle trap to nahani trap) including painting with anti corrosive bituminous paint.	Each	25.00		
27	Providing and fixing 15mm dia nominal bore class 'B' G.I. pipe of approved brand confirming to IS 1239 of following nominal bore with all fittings and specials of heavy duty as required including cutting the walls, floors trenching & reffilling as required, making them good, clamping on wall of approved quality claimps as per specifications, testing the line etc. complete as per drawings, specifications and direction of engineer.	Mtr	300.00		
28	Providing and fixing 20mm dia nominal bore class 'B' G.I. pipe of approved brand confirming to IS 1239 of following nominal bore with all fittings and specials of heavy duty as required including cutting the walls, floors trenching & reffilling as required, making them good, clamping on wall of approved quality claimps as per specifications, testing the line etc. complete as per drawings, specifications and direction of engineer.	Mtr	300.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
29	Providing and fixing 25mm dia. nominal boreclass 'B' G.I. pipe of approved brand confirming to IS 1239 of following nominal bore with all fittings and specials of heavy duty as required including cutting the walls, floors trenching & reffilling as required, making them good, clamping on wall of approved quality claimps as per specifications, testing the line etc. complete as per drawings, specifications and direction of engineer.	Mtr	600.00		
30	Providing and fixing on wall face / embedded in ground 160 mm dia meter.un plasticized Rigid PVC pipe of Jain Irrigation / Finolex / Supreme as approved conforming to IS:4985 class-II (4 Kg/Cm2) including all fittings and fixtures complete including jointing the pipe with solvent cement rubber ring and lubricant as per drawings, specifications and as directed of the EIC.	Mtr	150.00		
31	Providing and fixing cut edge mirror 6mm thick of overall size 600X450mm especially fabricated with superior glass (of approved quality) with designer acrylic PVC frame of approved colour and make mounted around with 6mm thick non-water absorbent Acrylic/PVC material backing fixed with cleats, all complete as per drawing, specifications and directions of the EIC.	Each	65.00		
32	Providing & Fixing of approved quality C.P. brass bib cock 15 mm dia of weighing not less than 400 gm as per direction of EIC.	Each	91.00		
33	Providing & Fixing of approved quality C.P. brass stop cock 15 mm dia of weighting not less than 400 gm.	Each	50.00		
34	Providing & Fixing of Stainless steel kitchen sink 610 x 460 x 200 mm as Directed by the Engineer-in-Charge.	Each	7.00		
35	Accomplishing the task of Mason related works like laying new or repairing of existing buildings and structures including masonry, PCC / RCC works, plastering, pointing, finishings, floorings, leakages repairing and all other types of complaints received within plant site with all required tools & tackles by engaging the minimum required mason as specified in conditions of contract, complete on all working days on daily basis (Skilled Worker).	Task Per Day	300.00		

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Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
36	Accomplishing the task of Plumbing works like making new or repairing of existing water supply lines, sanitary fittings and fixtures, water outlets, leakages and all other types of complaints received from residents and offices at R.R. Site colonies with all required tools & tackles by engaging the minimum required plumbers as specified in conditions of contract & as directed by Engineer-In-Charge complete on all working days on daily basis	Task Per Day	300.00		
37	Accomplishing the task of movement of materials, documents etc., on all working days on daily basis by engaging minimum number of courier cum rigger as specified in the conditions of contract.	Task Per Day	600.00		
38	Accomplishing the task of day to day maintenance jobs with all required tools & plants but excluding consumables which will be provided by NPCIL by engaging the required Skilled manpower as specified in condition of contract beyond eight hours. (With all tools & tackles as required)	Task Per Hour	300.00		
39	Accomplishing the task of day to day maintenance jobs with all required tools & plants but excluding consumables which will be provided by NPCIL by engaging the required Unskilled manpower as specified in condition of contract beyond eight hours.	Task Per Hour	300.00		
40	Providing and fixing concertina coil fencing with required dia 610mm (having 15 nos. round per 6 Metre length) up to 3m height of wall with existing angle iron 'Y' shaped placed 2.4m or 3.00 m apart and with 9 horizontal R.B.T. stud tied with G.I. staples and G.I. clips to retain horizontal including necessary belts or G.I. barbed wire tied to angle iron all complete as per direction of Engineer-in-charge with reinforced barbed tape (R.B.T.) / Spring core (2.5mm thick) wire of high tensile strength of 165 kg/sq. mm with tape (0.52mm thick) and weight 43.47 gm/Metre (cost of M.S. angle, C.C. blocks shall be paid separately).	SqM	50.00		
41	Providing wood work in frames of doors, windows , clerestory windows and other frames, wrought framed and fixed in position with Second class teak wood complete as per drawings, specifications and direction of Engineer.	CuM	1.00		

Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
42	Providing & Fixing of UPVC Pipes (IS : 15328) for Drainage / Sewerage System of Supreme/ Finlox / Jain Irrigation as approved make including jointing pipe with solvent cement rubber sing and Lubricant. (i) 110 mm SN - 8	Metre	200.00		
43	Providing and fixing polished Kota stone slab flooring 18 to 22 mm thick in flooring, tread of steps, landing , laid over 20 mm (average) thick base of cement mortar 1:4 (1 Cement: 4 sand); and jointed with white cement slurry mixed with pigment to match the shade of the slab, including edge molding and cutting three nos. grooves neatly in longitudinal direction of steps for antiskid purpose, rubbing and polishing complete, including cutting of slot (without edge splitting) using mechanical means for receiving the handrail supports including finishing & curing work at all level etc. complete (size of kota stone shall cover full length & width of stair case treads as shown in drawings) as per drawing, specification & direction of Engineer-in-charge.	SqM	200.00		
44	Providing and fixing colour anodized aluminium work for doors, windows, ventilators and partitions as per the material, fabrication and dimensional specifications/ requirement of IS: 1948 from aluminum alloy extruded sections, tubular / appropriate Z and or other sections of approved make conforming to grade HE9-WP of IS : 733 and HV9-WP of IS: 1285, fixed with raw plugs and screws or with fixing clips, or with expansion hold fasteners including necessary filling up of gaps at junctions, at top, bottom and sides with required neoprene felt and silicon whether sealant etc. Aluminium sections shall be smooth, rust free, straight, mitered and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / paneling. C.P. brass / stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge. : For shutters of doors, windows & ventilators including providing and fixing approved ss hinges/ pivots/ rollers suitable for sliding / openable window and providing and fixing	Kg	10.00		
45	Providing and fixing glazing in aluminium door, window, ventilator shutters and partitions etc. with neoprene gasket and silicon sealant etc. complete as per the architectural drawings, specification and the directions of engineer-in-charge, with float glass panes of 4.0 mm thickness (Cost of aluminium snap beading shall be included in basic item)	SqM	10.00		

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Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
46	Providing & laying cement concrete 1:1.5:3 (1 cement:1.5 coarse sand: 3 graded stone aggregate of 20mm nominal size) using cement content @ 350 kgs. per cu.m. including transportation of concrete to site of laying excluding the cost of centering and shuttering but including cost of finishing, curing etc. complete as per direction of Engineer-in-charge.	Cum	10.00		
47	Providing & fixing in position with anchor fasters electric operated sanso urinal pot of size 610X430X305 mm or nearby standard size of hindware / cera / Parryware make as per approval and direction of the Engineer.	Each	90.00		
48	Removing the paint (epoxy / plastic emulsion) on existing wall complete as per direction of Engineer.	SqM	300.00		
49	Dismantling Cement plaster/Tiles etc. below FFL upto 1 m depth and above FFL up to lintel level in superstructure including disposal of debris upto a lead of 2Km within plant area and cleaning etc. complete as per direction of the Engineer In-Charge.	SqM	3300.00		
50	Providing and laying Vitrified tiles in floor in different sizes (thickness to be specified by the manufacturer) with water absorption less than 0.08% and conforming to IS:15622, of approved brand & manufacturer, in all colours and shade, laid on 20 mm thick cement mortar 1:4 (1 cement: 4 coarse sand) jointing with grey cement slurry @3.3 kg/sqm including grouting the joints with white cement and matching pigments etc. The tiles must be cut with the zero chipping diamond cutter only . Laying of tiles will be done with the notch trowel, plier, wedge, clips of required thickness, leveling system and rubber mallet for placing the tiles gently and easily. complete of premium quality polished vitrified tiles of H&R JOHNSON or KAJARIA or NITCO.-Size of Tile 600x1200 mm as per specification & direction of Engineer-in-charge.	SqM	1943.00		

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Item No.	Item Description	Unit	Quantity	Quoted Item Rate (in ₹)	Quoted Item Amount (in ₹)
51	Grouting the joints of flooring tiles having joints of 3 mm width, using epoxy grout mix of 0.70 kg of organic coated filler of desired shade (0.10 kg of hardener and 0.20 kg of resin per kg), including filling / grouting and finishing complete as per direction of Engineer in-charge.	SqM	1943.00		
52	Providing & Fixing of approved C.P.brass pillar cock 15 mm dia. of weighting not less than 600 gm. (IS-1795 - 1982) Jaquar code PR5-CHR-031/FLR-CHR-5011N or /KOHLER / GROHE (IS-1795 - 1982) as per specification & direction of Engineer-in-charge.	Each	65.00		
	Total Quoted Amount (in ₹) (Including GST)				

Note : The quoted item rate/Price/amount shall be inclusive of all statutory liabilities, taxes (including GST), cess duties, levies, BOCW cess, fees, royalty, commission, costs towards compliance of EPF, ESI, other labour laws, applicable insurance etc as applicable under the prevailing statutes or levy by the statutory authorities /State/UT/Central Government and payable by the bidder.

Signature of Contractor