



**न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
(भारत सरकार का उद्यम)**

**NUCLEAR POWER CORPORATION OF INDIA LTD.
(A Government of India Enterprise)**

TENDER DOCUMENT

KAPS/CMM-W/COMMON/EMG/2026/ET/1726

**एनपीसीआईएल (काकरापार गुजरात स्थल) के सीएसआर के
तहत उचामाला में श्री ज्ञानदीप विधालय के पास पुस्तकालय का
निर्माण।**

**Construction of Library near Shree Gyandeeep Vidhyalay at
Uchamala under CSR of NPCIL (Kakrapar Gujarat Site).**

TENDER DOCUMENT CONTENT

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SECTION – I

NOTICE INVITING TENDER

NUCLEAR POWER CORPORATION OF INDIA LIMITED (A Govt. of India enterprise)

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

<u>GENERAL DETAILS</u>		
1.	Tender no.	KAPS/CMM-W/COMMON/EMG/2026/ET/1726
2.	Name of work	Construction of Library near Shree Gyandeeep Vidhyalay at Uchamala under CSR of NPCIL (Kakrapar Gujarat Site).
3.	Place of work	Unchamala Village
4.	Estimated cost of the work inclusive of all taxes	₹ 13129764/-
5.	Bid security	₹ 262595/-
6.	Mode of bid security submission	1. Online Payment 2. Credit / Debit Card
7.	Mode of tender	Public/Limited/Nomination/Single
		Item rate/ percentage rate/ Quality cum cost-based selection tender/Rate Contract
		Domestic bidding
		Single part/ Two-part bid
8.	Completion period	12 Calendar days (including monsoon period)
9.	Tender Fees	NA
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: 04/07/2026 (10:00 Hrs.) Up to: 24/07/2026 (17:00 Hrs.)
12.	Online queries	Last date and time of uploading queries / clarifications on https://etenders.gov.in/eprocure/app From: 04/07/2026 (10:00 Hrs.) Up to: 14/07/2026 (15:00 Hrs.)

13.	Pre-bid meeting	Applicable / Not applicable (If applicable - Mode: Online / in person) Meeting: Date: _____ Time: 14.00
14.	Submission of bid	Start Date and time of submission of bid: 04/07/2026 (12:00 Hrs.) Last date and time of submission of bid: 24/07/2026 (17:00 Hrs.)
15.	Opening of Part-I bid of two-part tender/opening of single part tender	Date: 25/07/2026 (17:00 Hrs.) The status of bid can be seen at CPPP Portal (https://etenders.gov.in/eprocure/app) (after opening of the bid.
16.	Opening of Part-II Bid of two-part bid	The status of bid can be seen at CPPP Portal (https://etenders.gov.in/eprocure/app) after opening of the bid.
17.	Competent authority inviting tender	ACE (US), Kakrapar Gujarat Site
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	etquerieskaps@npcil.co.in (for KAPS) rmurat@npcil.co.in (for Sites)
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 - (cppp-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)	Shri ----- (Not Applicable) E-mail: Shri ----- Email:

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(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:

“Construction of Buildings or Civil Structures”.

Note: (With or without supply of material)

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 Format-2 of NIT for the works to be considered for qualification of work experience criteria. In case it is found that the work experience is listed in Format-2 without uploading any documentary proof or the documentary proof of work uploaded without listing the same in format-2, such submissions will not be considered for evaluation. The bidder will be given one chance through clarification to resubmit the properly filled format-2 or the connected supporting document as the case may be. However, in case the bidder submits a new work experience during clarification, such experience shall NOT be considered for evaluation and shall be ignored. 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 Format-4 of NIT.

1.3.6 Composite work and EPC contracts consideration for part-1 evaluation:

- a) 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.
- b) In case of EPC contracts, in which engineering, design, fabrication, supply, erection, installation and commissioning becomes an integral part and no specific item wise payment is made, a certificate from buyer of the EPC contract shall be submitted for the value of ‘similar completed work’.

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 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.
- 1.3.10.3 Demerged Entities (by virtue of a corporate restructuring exercise etc.)**
- Demerged entities are permitted to participate in the tender by using the credentials of original/ parent entity to satisfy the eligibility criteria in the tenders, for initial five years from the incorporation of the demerged entities.

- 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 atleast 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 : (Not Applicable)

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.

2.5.2 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 (means, till the last date of bid submission)”. 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.

2.5.3 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.

2.5.4 In case of any mismatch in details in formats 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 – (Not Applicable)

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): (Not 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. (Not Applicable)**7.0 Joint Venture (Unincorporated)/Consortium: (Not Applicable)**

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): (Not Applicable)

Applicability for exemption/relaxation from meeting the qualification criteria in respect of prior experience and prior turn over subject to meeting of quality and technical specifications shall be as specified in Schedule A Sr. No.31 for eligible MSE(s).

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and prior turn over, the clause stipulating exemption/relaxation for the eligible MSEs shall be as specified in clause no. 25 of Standard Part (Part 2) of NIT.

9.0 Startup: (Not Applicable)

Applicability for exemption/relaxation from meeting the qualification criteria in respect of prior experience and prior turn over subject to meeting of quality and technical specifications shall be as specified in Schedule A Sr.No. 32 for eligible Startup(s).

In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and prior turn over, the clause stipulating exemption/relaxation for the eligible startups shall be as specified in clause no. 32 of Standard Part (Part 2) of NIT.

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:
- 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.
 - 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.
- 12.0** **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. (Not Applicable)
2.	Power of attorney or other appropriate document authorizing DSC Holder to submit the bid as per clause no. 15.13 of Standard Part (Part 2) of NIT.

S. NO.	DESCRIPTION
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).
13.	Certification under preference to Make in India order (Appendix -9).

S. NO.	DESCRIPTION
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. (Not Applicable)
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. (Not Applicable)
17.	Bid Capacity data as per Format-7. (Not Applicable)
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	ACE (US), Kakrapar Gujarat Site
2.	GCC 2.1.3	Time by which possession of site will be given	As per WO/LOI
3.	GCC 4.14.1	Availability of electricity	NA
4.	GCC 4.14.1	The rate at which electricity will be charged	NA
5.	GCC 4.19.2	Number of trees to be planted by the contractor	25
6.	GCC 4.22.1	Number of Apprentices to be trained by the contractor	NA
7.	GCC 4.23.2	Availability of water supply by Corporation	Yes, provided by Gram panchayat
8.	GCC 4.23.2(i)	Water charges	Free
9.	GCC 4.24.2	Availability of Land / office space for Contractor's Office, Stores etc.	Not Applicable
10.	GCC 5.2	Schedule of employment of labour	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 relevant clause of STC
12.	GCC 5.6.4	Industrial safety training to be provided by Corporation.	No
13.	GCC 5.6.14	Minimum number of safety professionals to be deployed by contractor.	As per relevant clause of STC
14.	GCC 5.6.15	Penalty, for not deploying the minimum number of safety professionals.	As per relevant clause of STC
15.	GCC 7.8.1	Applicability of incentive clause	No

S. No.	Clause no. of GCC/NIT	Description	Stipulation
16.	GCC 7.8.2	Maximum value of the contract value, which shall be paid as incentive.	Nil
17.	GCC 7.9.3	No of days of suspension for Entitlement of compensation if cumulative period of suspension exceeds	30 days and as per note no. 1
18.	GCC 9.1.1	Defect Liability Period for the contract	12 (Twelve) Months
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)	16 %
		Semi-skilled labour component (lss)	01 %
		Skilled labour component (ls)	04 %
		Highly skilled labour component	04 %
		Material component	----
		_____ (m)	----
		_____ (n)	----
		_____ (o)	----
		_____ (p)	----
		All other materials (q)	47 %
		P.O.L component (d)	----
		Non escalable component (NE)	13 %
		Nearest fuel station to be considered for diesel prices (P.O.L)	Sainik Petrol Pump, Unchamala. Astha Petroleum, Kanza
22.	GCC 12.1.4	The rate of Interest to be charged on mobilization advance	Not applicable

S. No.	Clause no. of GCC/NIT	Description	Stipulation
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
		(b) Coverage under ESI (Employee State Insurance)	Not Applicable
		(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
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	Applicable
		Rate of labour cess (as per BOCW)	01 %
30.	NIT (Part 2) 27.0	Applicability of integrity pact	Not applicable
31.	Clause no. 8 of Part 1 of NIT;	a) Purchase preference to MSE registered bidders	Not Applicable

S. No.	Clause no. of GCC/NIT	Description	Stipulation
	Clause no. 25 of Part 2 of NIT	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 prior turn over 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 prior turn over, the clause stipulating meeting of quality and technical specifications is	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 prior turn over for eligible Startup(s) subject to meeting of quality and technical specifications	No
		b) Waiver for Submission of bid security	No
		c) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and prior turn over, the clause stipulating meeting of quality and technical specifications is	No
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 1 Local Supplier / Contractor
35.	NIT (Part 2) 33	Minimum Local Content (%) for Class I Local Supplier	50 %
36.	NIT (Part 2) 33	Minimum Local Content (%) for Class II Local Supplier	Not applicable
37.	NIT (Part 2) 36.0	Applicability of Contract employee information management system	Not applicable
38.		Minimum number of labours to be deployed	Not Applicable
		a) Unskilled	----

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		b) Semi- Skilled	----
		c) Skilled	----
		d) Highly skilled	----
		e) Any other category	----
39.		Penalty for shortfall of minimum number of Labours to be deployed as per special condition of contract	Not Applicable
		a) Unskilled	----
		b) Semi- Skilled	----
		c) Skilled	----
		d) Highly skilled	----
		e) Any other category	----
40.		Applicability of Factory Act	Not Applicable
41.		Place of service	Unchamala Village
42.		Minimum number of Work Supervisor/ Engineer to be deployed	01 (One)
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

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.
Not Applicable						

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
Not Applicable							

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. 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 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-12 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: (Not Applicable)**

- 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 prebid 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 prebid meeting. The corrigenda/amendments/minutes of the prebid 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 prebid 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 prebid meeting etc if any. To give Bidders reasonable time to take the corrigendum/amendment/minutes of the prebid 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
- 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).
- ii. EMD/Bid Security of qualified unsuccessful bidders will be refunded to them within 30 days of date of issue of work order/Lol 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 /Lol 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. 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 formats uploaded for the purpose. The Part-1 evaluation shall be done based on the data provided in formats and the relevant documents uploaded to support the same.
- In case it is found that the relevant information is listed in formats without uploading any documentary proof or the documentary proofs are uploaded without listing the same in formats, such submission shall not be considered for evaluation.
- The bidder will be given one chance through clarification to resubmit the properly filled format or the connected supporting documents, as the case may be. However in case a bidder submits a new work experience during clarification, such experience shall not be considered for evaluation and the same shall be ignored.
- 15.11** The Corporation may ask for clarifications and submission of relevant documents already mentioned 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 Format-2 shall not be accepted and considered for evaluation. In case of any mismatch in data submitted in formats 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	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. b) If the bid is uploaded by person other than proprietor, POA authorising the person to upload bid on behalf of the concern
2	Joint Venture (unincorporated) (JV) (unincorporated) / Consortium	Power of attorney or any other legally acceptable document authorising the person to bid on behalf of the bidder. and Other documents as per clause 30.2.19.
3	Private Company	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 or 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
4	Partnership Firm	a) Self-attested copy of Registered / Notarized Partnership Deed and 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

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.

15.14 Practice of QR (Qualification requirements) documents (viz. Practice of QR (qualification requirements) documents (viz. technical, financial and commercial) authentication process shall be followed for all NPCIL tenders above a threshold estimated cost of Rs.10 Crore.

The Bidder who wish to participate in tender shall be required to submit duly certified (i.e., digitally signed) and verified documents from its Independent Statutory Auditor (ISA) or any of the specified TPIA (Third Party Inspection Agencies) in support of meeting QR (Qualifying Requirement (viz. Technical, Financial & Commercial) along with a certificate/undertaking regarding verification of authenticity of documents as per performa attached. Refer appendix-14 for QR Document Authentication process details.

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 be 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. **(Not Applicable)**

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 prior turn over, 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 prior turn over, 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) registered in relevant categories viz. manufacturing or Service. However, such MSE(s) shall be registered under Udyam Registration and submit the same alongwith declaration that the offered service shall be provided by them.

(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 alongwith declaration that the offered service shall be provided by them, 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 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, and 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) (Not Applicable)

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 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 of GCC.

- 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 (Applicable)

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 (Not Applicable)

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 (Not Applicable)

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/alterd/ 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 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 (Not Applicable)**

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 prior turn over 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 prior turn over, 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 prior turn over 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 regards. 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. Not with standing 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

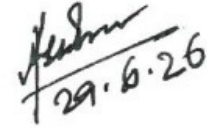
The corporation as a labour welfare measure may collect information of all contract employees deployed for the work in a computerised programme i.e. Contract employee information management system or equivalent. The contractor may be provided access to this software. It shall be binding on the Contractor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



अपर मुख्य अभियंता (यूएस),

काकरापार गुजरात स्थल

ACE (US), Kakrapar Gujarat Site

एनपीसीआईएल के लिए और की ओर से

For and on 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> </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										
8	PAN (Permanent Account Number)										
9	GST details of Bidder										
9.1	Whether Registered under GST?	Yes/No									

S. NO.	PARTICULARS	DETAILS
9.2	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	☐ a) Not required as per Section 22 (1) of CGST Act. ☐ 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.	☐ 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.	☐ I/We Confirm. ☐ 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)	
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	

S. NO.	PARTICULARS	DETAILS
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	

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	Yes/No	

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.	
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: a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded. 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. c) For each work experience separate format has to be filled. 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.	

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: -

SR. NO.	DESCRIPTION	Amount (in INR (₹))				
		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 the format 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.
	NOTE: a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded. 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. c) For each work experience separate format has to be filled. 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.	

FORMAT-7

BID CAPACITY (Not Applicable)

(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:

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

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.

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 Format 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 (Not 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) (Not Applicable)
2	Integrity pact (Not Applicable)
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
14	QR Document Authentication process (Not Applicable)
15	Tax Information to be submitted by the bidder

Appendix-1 (Not Applicable)

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

(Below mentioned format is indicative 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 ensuring all the required details should be captured for effective evaluation of bid.)

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/ non performance 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 (Not Applicable)

(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			

Appendix-2 (Not Applicable)

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 (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.

Contractor shall initially submit Performance Guarantee as per relevant clauses of Contract to start with. However, 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.

- 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”. 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”.

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).

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”, 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 indicative and can be suitably modified, however all the required details should be captured for effective evaluation of the bid)

(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.

Signature of Bidder with seal

Appendix-5

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

(Below mentioned format is indicative and can be suitably modified, however all the required details should be captured for effective evaluation of the bid.)

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 regards 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

(Below mentioned format is indicative and can be suitably modified, however all the required details should be captured for effective evaluation of the bid.)

“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(last financial year) 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)

(Below mentioned format is indicative and can be suitably modified, however all the required details should be captured for effective evaluation of the bid.)

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

Appendix – 14 (Not Applicable)

QR Document Authentication process

Verification of authenticity of Documents submitted by the bidder in support of meeting the QR (Qualifying Requirement)

- a) The Bidder who wish to participate in tender shall be required to submit duly certified (i.e., digitally signed) and verified documents from its Independent Statutory Auditor (ISA) or any of the specified TPIA (Third Party Inspection Agencies) in support of meeting QR (Qualifying Requirement (viz. Technical, Financial & Commercial) along with a certificate/undertaking regarding verification of authenticity of documents as per proforma attached (i.e., Annexure-I or Annexure-II, as the case may be) before the due date of submission of the bids. All the documents (including the Annexure-I or Annexure-II, as the case may be) submitted by the bidder in support of meeting QR shall be digitally signed by Independent Statutory Auditor or any of the above specified TPIA.
- b) Bidder shall submit PDF document(s) that are digitally signed by Independent Statutory Auditor or any of the specified TPIA mentioned in Annexure-III as follows:
 - i. Bidder must obtain the digitally signed PDF document(s) only from the Independent Statutory Auditor or any of the specified TPIA.
 - ii. Bidder should upload only the same digitally signed PDF document as obtained from TPIA/ISA.
- c) In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned in Annexure-III. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.
- d) The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:
<https://nabcb.qci.org.in/inspection-body/>
- e) These certified (i.e., digitally signed) & verified documents (by either independent Statutory Auditor of Bidder or TPIA) shall only be considered to ascertain the bidder's compliance to QR. Any document pertaining to QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, and submitted along with a certificate/undertaking as per the proforma attached (i.e., Annexure-I or Annexure-II, as the case may be) shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection as being non-responsive.
- f) The Bidder shall be responsible to get their documents/ credentials in support of QR verified & certified by their Independent Statutory Auditor(s) and/ or specified TPIAs. All the costs of independent statutory auditor or TPIA pertaining to third party verification and certification shall be borne by the Bidder. Employer/ Buyer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Independent Statutory Auditor.
- g) In case a bidder submits documents / credentials duly certified/verified by its Independent Statutory Auditor or specified TPIA for an earlier tender of NPCIL, the same can be submitted in present tender and would be acceptable to be considered for purpose of evaluation subject to fulfilment of QR as stipulated in tender/bid document.

- h) Where appointment of Independent Statutory Auditor is mandatory as per statute under which bidder has been incorporated, such bidder has the option to submit the duly certified and verified documents from any of the specified TPIA or by its Independent Statutory Auditor in support of meeting QR along with attached Annexure – I /Annexure – II. Documents certified and verified by TPIA or Independent Statutory Auditor or a combination of both agencies are acceptable.
- i) It is clarified that where appointment of independent Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only be considered for such bidder and such bidder has to submit the duly certified and verified documents from any of the specified TPIA in support of meeting QR along with attached Annexure – II only.
- j) The credentials which are required to be self-filled (i.e., not issued by third party viz. client, CA etc) and submitted by Bidders as per proforma (i.e., Formats/Annexures/Appendix) mentioned in tender-document as well as self-undertaking(s) required to be submitted in compliance of QR need not to be certified & verified for authenticity through Independent statutory auditor or TPIA.
- k) List of QR related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA as mentioned in Annexure-IV.
- l) NPCIL reserves the rights of getting the documents cross verified from the documents issuing authority. NPCIL reserves the right to call upon the bidder to produce original of all the documents uploaded for meeting QR for verification at any stage.
- m) Moreover, Submission of bid by bidder shall mean unconditional and absolute acceptance of the below mentioned undertaking. In case of any deviation to the below mentioned undertaking in part or full, it shall result in disqualification and rejection of bid.

Undertaking from Bidder

All the QR documents and credentials submitted/uploaded as a part of this tender have been verified from the Original Documents and/ or Client for authenticity by Independent Statutory Auditor or TPIA (as the case may be).

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of

- i) The provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating & fraud and
- ii) Provisions of bidding/tender conditions which entitle NPCIL to initiate appropriate action in the event of such declaration turning out to be a misrepresentation or a false representation.

It is further certified that additional documents, if any required to be submitted by us (Bidder) on request of NPCIL shall be submitted under my (Bidder's) knowledge duly verified from the Original Documents and/ or Client for authenticity by Independent Statutory Auditor or TPIA (as the case may be) and those documents shall also be true, authentic, genuine, exact copy of its original & shall not be false/forged or fabricated."

Annexure-I (Not Applicable)**Format Undertaking from Independent Statutory Auditor**(On **letter head digitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor)

Ref. No:

Date:

To,
NPCIL

.....

Subject: Authentication of veracity of documents submitted by M/s (Bidder's Name & PAN Number) in support of meeting the QR (Qualifying Requirements) reg.

Ref:

Bid no./Tender no.....

Name of the Work/ Tender:.....

Dear Sir,

M/s..... (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

We, M/s has been appointed as Independent Statutory Auditor for the Bidder i.e. M/s..... (Relevant documents on our appointment attached).

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by Independent Statutory Auditor of Bidder.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
.....		 (so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s.....(bidder's name) and hereby certify following:

.....

This certificate is issued at the request of M/s (bidder's name) for the purpose of participating in tender/s.

Thanking you,

.....

* Strike off, whichever is not applicable.

Annexure-II (Not Applicable)

Format for Undertaking from TPIA (Third Party Inspection Agency)
(on **letter head digitally signed** by a person duly authorized to Sign on behalf of the TPIA)

(Mandatory in case of bidders where the appointment of statutory Auditors is not mandatory as per statute under which bidder has been incorporated (viz. Proprietorship, Partnership firms etc.))

Ref. No.:

Date:

To,
NPCIL

.....

Subject: Authentication of veracity of documents submitted by M/s (Bidder's Name & PAN Number) in support of meeting the Qualifying Requirements (QR) reg.

Ref:

Bid no./ Tender no.

Name of the Work/Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office atintend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by a specified independent TPIA as per the list mentioned in the tender/bid document.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
.....		 (so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

We further confirm that we are registered under NABCB accredited Inspection bodies who have been accredited as per the requirement of ISO/IEC 17020 as Type 'A' in QCI's NABCB website (<https://nabcb.qci.org.in/inspection-body/>) and our accreditation is valid as on the date of issue of this undertaking.

.....

This certificate is issued at the request of M/s (Bidder's name) for the purpose of participating in the subject tender/s.

Thanking you,

.....

Annexure-III

Details of TPIA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
1	Aaditech Inspections & Services Private Limited	info@aaditech.co.in ; aaditech@gmail.com	+91-9810927632; 011-43044550	Bijendra Kumar Jain, Director	268, Aggarwal City Plaza, Sector-3, Rohini, New Delhi-110085
2	Adornment Engineers India Private Limited	iks@adornmentengineers.com	+91-9982114444, +91-129-298-9444	Jitendra Kumar Sharma, MD & CEO	Plot No. 46, 2 nd Floor, Wazir Market, Main Bye Pass Road, Faridabad, Haryana - 121004
3	Alfred H Knight India Private Limited	jitendra.sawant@ahkgroup.com enquiries.india@ahkgroup.com	+91-9819068960, +91-22-4964 1456	Jitendra Sawant, General Manager	Unit No. 506 & 507, 5th Floor, Hubtown Solaris, Sawwadi, N.S. Phadke Road, Andheri (East), Mumbai, Maharashtra - 400069
4	Apave TTV India Private Limited	india.ttv@apave.com ; kamal.prasad@apave.com	+91 9833221154; +91- 22-41734173 / 27578780	Kamal Prasad, Senior Manager	Lakhani's Centrum, 6th Floor, Plot No. 27, Sector 15, CBD Belapur, Navi Mumbai, Maharashtra - 400614
5	Applus India Private Limited	Akshaymula.Kumar@applus.com info.india@applus.com	+91 76709 03775/+91 90142 01951 +91 40 29709499	1) Vasamsetty Naga Venkata Ramana Krishna, Director 2) Akshay Kumar Mula	#504, 5th Floor, Gowra Grand, Behind Gowra Plaza, 1-8-384 & 385, Sardar Patel Road, Secunderbad – 500003, Telangana.

Details of TPIA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
6	Aspira Certifications Private Limited	karthiga.s@aspiracertifications.com info@aspiracertifications.com	+91-7094240721/ +91-9626776868	S Karthiga, Managing Director	New No.111, Old No. 141, Rajiv Gandhi Salai, Old Mahabalipuram Road, Kottivakkam Village, Thiruvanniyur, Chennai, Tamilnadu - 600041
7	Assure Quality Management Certification Services Pvt Ltd	aqmc@s@aqmcs.com	+91-9216183238/ 9216283238	Joginder Singh, Director	1172, Sector-11, Panchkula -134109, Tricity Chandigarh
8	Brajvidhya Services Private Limited	suryavanshipankaj76@gmail.com info@brajvidhya.com	+ 91-9229265444/ +91-9229275444	Pankaj Suryavanshi, CEO/IB Head	B-1, 1 st Floor, Shopping Complex, Near HDFC Bank, Omax City 1 st Indore
9	Bureau Veritas (India) Pvt. Ltd.	bvindia.corporate@bureauveritas.com	+91-8291417728/ +91-22-62742000	1) Bhola Shankar Kandpal, Director 2) Vilas Joglekar	72, Business Park, Ground Floor, Marol Industrial Area, MIDC Cross Road 'C', Andheri (East), Mumbai - 400 093
10	Competent Inspectorate and Consultants Private Limited	drana@cicpl.co	+91 99121 92500, +91-40-23072500	Rama Dasu Pittala, Managing Director	#104,203-Park View, Plot Nos 5 & 6, Pushpak Cooperative Housing Society Prashantinagar Industrial Estate, Kukatpally, Hyderabad-500072
11	Conformity India International Private Limited	mtkg@ciindia.in	+91-9953325352/011-28114433/55	Himani Sharan, Director	A - 33, 2nd floor, Mayapuri Industrial Area, Phase -1, New Delhi 110064

Details of TPIA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
12	DYC Global Private Limited	parag.wadekar@dycgpl.com	+91 8879663355, +91 2249628259	Parag D. Wadekar, Managing Director	702, Lodha Supremus District 2, Kolshet Road, Thane West - 400607.
13	Edlipse Engineering Global Pvt. Ltd.	marketing@edlipse.com , sunil@edlipse.com	+91- 9910502293	Sunil Verma, Director	A-802, Sugar Palm, Omaxe Palm Greens Society, Sector-MU, Greater Noida 201308
14	Electrical Research And Development Association	Rajib.chattopadhyay@erda.org	+91-9978940954, +91-26-53043128	Rajib Chattopadhyay, Dy. Director	ERDA Road, G.I.D.C., Makarpura, Vadodara – 390010, Gujarat
15	Geocoal Engineering Private Limited	geocoalindia@gmail.com geocoalengineering@gmail.com	+91-9471191196, 91-7979834082	Rajkumar Soni, Director	Janki Complex, Bara Jamna, Barwadda, Dhanbad – 826004, Jharkhand
16	Gulf Lloyds (India) Ltd	contact@gulflloyds.com inspection_glis@gmail.com	+91 9870062828, +91-79-48001320	Akash Dhobi Jaykumar Bhavsar, Director	910, GALA Empire, Opp. TV Tower, Drive-in Road, Ahmedabad-380052, Gujarat
17	Hertz Inspection & Services Pvt. Ltd.	hertz.1973@gmail.com	+91 8154006502/ +91 9998900073	Dhaval Kumar Jentilal Suvagiya, CEO	A-27, "JAY RAJ" Shyamli Society, B/H Samta Party Plot, Petlad Road At Nadiad. PIN. 387002. Dist. Kheda (Gujarat)
18	ICS INDIA PVT. LTD.	icsindiamarketing@gmail.com	+91- 9822841076	Nitin B Patil, Managing Director	305 - 310, Nawu Imperio, Beside Lodha Belmondo, Opposite MCA Cricket Stadium, Gahunje, Pune - 412 101

Details of TPIA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
19	Inspectorate Griffith India Pvt. Ltd.	Pushpendu.nag@bureauveritas.com calhq@bureauveritas.com	+91-9836687382, +91-33-66446600	Pushpendu Nag, Assistant Manager	Ecocentre, 16 th Floor, Unit-1601, Block – EM04, Salt Lake City, Sector -V, Kolkata – 700091, West Bengal
20	IRC Engineering Services India Private Limited	abhinavsinghi@ircengg.co.in	+91-9810401316, 011- 26468092	Abhinav Singhi, Director	A-53, Sector-63, Noida, Uttar Pradesh- 201301
21	IRCLASS Systems and Solutions Pvt Ltd	ks.mhaskar@irclass.org ; industrial_services@irclass.org	+91-9869333204/ +91-8850783112; (+91)- 22-30519400/ 022-71199 400	Kiran S Mhaskar, General Manager	Industrial Services (6 th Floor), 52-A, Adi Shankaracharya Marg, Opposite Powai Lake, Powai, Mumbai – 400072, Maharashtra
22	KARANDIKAR LABORATORIES PRIVATE LIMITED	sales@karandikarlab.com	+91-9223324548/ 022-28471395/97/98	Shishir Ajit Karandikar, Director	B-101, Ansa Ind Estate, Saki Vihar Road, Saki Naka, Andheri(E), Mumbai - 400072
23	KBS Certification Services Pvt. Ltd.	director@kbsindia.in tender@kbsindia.in	+91-9560995216, +91-129 4054513, +91-129 4178071	Kaushal Goyal, Managing Director	414-424, Om Shubham Tower, Neelam Bata Road, NIT Faridabad – 121001, Haryana
24	Meenaar Global Consultants LLP	NKN@MGCLLP.IN	+91-9810755700	NK Narang, CEO	Suite 152-153, First Floor, Tower-D, Vatika Mindspace, 12/3 Mathura Road, NH2, Sector-27D Faridabad, Haryana - 121003

Details of TPLA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPLAs					
S. No.	TPLA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
25	Moody International India Pvt Ltd.	Nagendra.singh@intertek.com	+91-9899143415, 022-42450100	Nagendra Pratap Singh, Sales Manager	Intertek House "F"-Wing, Tex Centre, Chandivali Farm Road, Andheri (East), Mumbai – 400 072, Maharashtra
26	Quality Austria Central Asia Private Limited	pankaj.srivastava@qacamail.com	+91 9818161110	Pankaj Srivastava, Director-Commercial	ATS Bouquet, Tower-C, Second Floor, 201, Sector-132, Noida - 201301
27	Ravi Energie Private Limited	baroda@ravienergie.com	+91 97277 21740/+91 9313407126; +91-265-298-6677	Smita M. Joshi, Director. Shraddha Ladani	S-15 A/B India Bulls Mega Mall Jetalpur Road Vadodara, 390020, Gujarat
28	RINA INDIA PVT LTD	jose.rivera@rina.org	+91 99874 18269	Jose Roberto Rivera Alas, Director	607/608, Everest Chambers, Marol Naka, Andheri - Kurla Road, Andheri (East), Mumbai – 400 059
29	rites Limited	winspn@rites.com	+91-8600017719; 022- 68943400	Koteswara Rao Donepudi, General Manager	HO: Shikhar, Plot No.1, Sector-29, Gurugram – 122001, Haryana
30	RSJ Inspection Service Limited (RSJ)	sonalsaggi@rsjga.com	+91 9811873734/ +91 9535921324; 022- 4131 5070	Sonal Saggi, Director	B-58, 2nd Floor, Sector – 60, Noida (UP) 201301

Details of TPLA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPLAs					
S. No.	TPLA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
31	SGS INDIA PVT. LTD.,	manjiri.thakurdesai@sgs.com sgs.india@sgs.com	+91 7738551460/ +91 22 6640 8888	Manjiri Abhijit Sant, Principal Manager	NITCO BIZ PARK, 5th Floor, Plot No. C/19, Road 19, Wagle Industrial Estate, MIDC, Thane (West) - 400604, Maharashtra
32	STEMINTECLLP	bvimal@stemgroup.co.in	+91-22-49711145/+91-22-27571145/+09820304774	Bharatendu Vimal, CEO	B-212, 2 nd Floor, ITC Park, Tower No. 09, Belapur Railway Station Complex, Sector-11, CBD Belapur, Navi Mumbai - 400614
33	Sunkonnect Advisory Services Private Limited	manoj.k@sunkonnect.co info@sunkonnect.co	+91 9205111377, +91 124 446 8289	Manoj Kumar, Vice President -BD	Unit No: 301-304, JMD Empire, Golf Course Extension Road, Sector- 62, Gurgaon, Haryana, India - 122102
34	TCRC Inspections Private Limited	tenders@tcrcgroup.com	+91-7045940446	1) Samapti Bhupendra Patel, Director 2) Rohan Thorat, Asst Manager Marketing	4 th Floor, 402, Shiv Industrial Estate, K V Balmukund Marg, Chinchpokli East, Mumbai, Maharashtra - 400012
35	TQ Cert Services Private Limited	tqcert@tataprojects.com	+91 7729007444; +91 40 6631 8801/6725 8800	1) Sarat Chandra Pradhan, Asst. Vice President 2) Gutlapalli Jaya Bharath, Senior Manager	Splendid Tower 6th Floor H No 1-8-364,437,438 & 445 S P Road Begumpet Hyderabad-500003 Telangana

Details of TPLA (Third Party Inspection Agencies)- Enlisted for inclusion in NPCIL Acceptable TPLAs					
S. No.	TPLA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
36	TUV India Private limited	salim@tuv-nord.com mumbai@tuv-nord.com	+91 9958678982, (022) 66477000	Salim Khan, General Manager	801, Raheja Plaza I, L.B.S. Marg, Ghatkopar (West), Mumbai – 400 086, Maharashtra
37	TUV Rheinland (India) Pvt. Ltd.	anil.goud@ind.tuv.com , info@ind.tuv.com	+91-9538866444, +91 - 804649 8000,	Anilkumar Goud, Manager	27/B, 2nd Cross Road Electronics City Phase I, Bangalore – 560 100 Karnataka, India.
38	TUV SUD South Asia Pvt. Ltd.	Manish.Mondkar@tuv.sud.com	+91 7391005745, +91-22-67545555	Manish Mondkar, Senior Manager	TUV SUD House, Off. Saki Vihar Road, Saki Naka, Andheri (E), Mumbai-400072, Maharashtra
39	VCS Quality Services Pvt Ltd	mktg2@vcsprojects.com	+91-8750952823, +91-8287611343	Shaker Vayuregula, Director	505, 5 th Floor, 360 Degree Business Park, L.B.S Marg, Mulund, West Mumbai - 400080
40	Vedokt Skill and Consulting Private Limited	coo@vedokt.com , operations@vedokt.com	+91-9009493191/ 8989292265; 0731-4003666	Ashish Yadav, Chief Operating Officer	305-B, N.M Tower,1, New Palasia, 56 Shop, Indore, Madhya Pradesh - 452001

Annexure-IV (Not Applicable)

List of QR related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA

(to be specified by TSIO/Indenter in QR based on approval of TS/Indent Approving Authority)

Appendix - 15

TAX INFORMATION TO BE SUBMITTED BY THE BIDDER

Sr No	Particulars	Response by Bidder	
1.	Bidder's Name		
2.	Address (as per registration with GST with postal code)		
3.	Whether Registered under GST?	Yes / No	
4.	If YES, mention the GSTIN/ARN		
5.	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	a) Not required as per Section 22 (1) of CGST act. b) Any other provision under GST act, please specify....	
6.	Any change in the status of Registration of the bidder, after award of the Contract shall be disclosed to the Corporation forthwith. Please confirm	I / We Confirm.	
7.	Rate of applicable GST rate included in the quoted price.	GST	CGST: SGST: IGST:
8.	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.	I / We Confirm. Not Applicable	
9.	Service Accounting Code (SAC) / HSN code		
10.	Mention whether Reverse Charge Mechanism (RCM) is applicable for the tendered supply.	YES / NO	
11.	In case of Unregistered bidder / supplier of notified goods or service where RCM is applicable, confirm bid price is excluding GST.	I / We Confirm. Not Applicable	
12.	Confirm that GST compliant Tax Invoice shall be issued while regular billing.	I / We Confirm. Not Applicable	

Note:

- Bidder shall mandatorily provide all information in this Annexure.
- The evaluation of bids shall be done strictly on the basis of all-inclusive bid price / rates / total bid price quoted in the price bid format.
- In case GST is required to be paid by the Corporation under Reverse Charge Mechanism (RCM), the applicable GST shall be added to the quoted price for evaluation of bids.
- Bidder shall substantiate the information provided here in whenever called for to do so.

Date:

(Signature of Contractor or their Authorised Representative with Company Seal)

SECTION – II

Nuclear Power Corporation of India Limited
(A Government of India Enterprise)
Kakrapar Atomic Power Station

MEMORANDUM OF AGREEMENT (FOR ITEM RATE TENDER)

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 rates specified therein and in accordance in all respect with the specification, designs, and instruction in writing referred to in Rule - 1 here of and in clause 6 of the general conditions of the contract and with such materials as are provided for, by and in all respects in accordance with such conditions as far as applicable.

MEMORANDUM

(a)	General Description of work	Construction of Library near Shree Gyandeeep Vidhyalay at Uchamala under CSR of NPCIL (Kakrapar Gujarat Site).
(b)	Time for completion of the work	12 Months (Including Monsoon period)
(c)	Estimated Cost	Rs. 13129764/- (Including GST)
(d)	Bid Security Amount	Rs. 262595/-
(e)	Security Deposit	10 % of Contract Value (Pl. refer Clause 4.2 of GCC)

RULE: 1: Should this tender is accepted in whole or in part, I / we hereby agree to abide and fulfil all terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in the notice inviting tender 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. Bid Security in the form of e-payment is deposited in NPCIL account.

If I/we fail to furnish the prescribed Performance Guarantee within prescribed period, I / We agree that 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 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 work referred to the tender documents upon the terms and conditions contained or referred to there in and to carry out such deviations as may be ordered, up to maximum of percentage mentioned in clause 11.2.1 of 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 de-listed / not de-listed by Govt. /PSU.

Dated the _____ day of _____ 2026.

* (Signature of Contractor)

Witness: _____

Address: _____
signature)

** (Signature of Witness to Contractor's

Occupation: _____

The above tender is hereby accepted by me for and on behalf of the “Nuclear Power Corporation of India Limited.”

Dated the: _____ day of _____ 2026.

*** _____

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

- * Signature of the contractor before submission of Tender.
- * * Signature of witnesses of contractor’s signature.
- * * * Signature of the officer by whom accepted.

Note: Bidder is requested to download this page separately, fill it, sign, put company’s seal with witness signature and upload.

SECTION – III

SPECIAL TERMS & CONDITIONS OF CONTRACT

1. GENERAL:

- 1.1. Where conditions/ instructions given in this section are at variance with the conditions, stipulations, specifications etc. elsewhere in the tender document, conditions/ instructions given in this section prevails.
- 1.2. C&MM-Works Group may be contacted for any clarifications regarding tender document before submission of Tender. No claim on account of any ambiguity in any respect shall be entertained later on.

2. Location:

The Plant site is located in the state of Gujarat in Surat district, about 80 Kms. East of Surat. The nearest Railway Station is Vyara on Surat-Bhusaval route (Tapti line).

The plant site is approximately 18 Kms. away from Vyara on Vyara-Mandvi/Kim Road. Similarly KAPS Township is approximately 10 Kms. away from Vyara on Vyara-Mandvi/Kim Road (NH-56).

Vyara is accessible on Surat-Dhulia Road, about 62 Kms. from Surat, 180 Kms from Dhulia and about 50 Kms. from Kadodara junction.

3. Bidder's Details:

Bidder shall submit the information of his representative on his company's letterhead. The Contractor shall produce Power of Attorney in original in favour of his Representative who shall deal with all the matters relating to the Contract.

4. Guidelines for bid document:

- a. Bidders shall keep ready the entire original document uploaded/submitted for PQ and submit/produce the same for verification immediately on demand.
- b. The certificates/ documents/ information uploaded/submitted by Bidders shall be true & genuine and in case, if it is found, at any time during bidding or during execution, that information / documents submitted by the bidders are in variance / forged, bidder(s) shall be legally held responsible for the same. In addition, their offer shall be summarily rejected or termination of contract if awarded, forfeiting of the bid security and Security Deposit, if any and necessary action will be taken to the extent of blacklisting for further works in NPCIL.

5. Quality Assurance requirements:

The contractor shall ensure that the works / services are in compliance with the quality requirement of the contract and shall be in accordance with the details asked in the contract.

6. Transportation & Accommodation:

The Contractor has to make his own arrangement for transportation & accommodation for his workmen, engaged for this job.

7. Coordination of work:

The work shall be carried out by the contractor in close coordination with Corporation and other agencies who may be working in the same premises as well as in the vicinity of other works. In this regard the decision of the Engineer in charge regarding any dispute shall be final and binding on the contractor. The contractor shall plan his work in such a way so as to avoid interference with the other works and any other contractor or sub-contractors at the site.

8. House Keeping:

The contractor shall at all-time keep his work spots, site office and surroundings clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipment, all scaffolding and temporary structure shall be removed as soon as the job for which these are intended, are complete. The welding and other electrical cable shall be routed to allow safe traffic by all concerned. All equipment and materials to be taken inside the plant building shall be cleaned thoroughly before taking them inside as well as outside. Gutkha / pan / cigarette etc. are not allowed. Smoking and consuming tobacco/ pan and spitting inside plant premises are prohibited and suitable action will be initiated against the workmen violating the rules.

9. Safety clauses:**For Works and Service and Maintenance Contracts.**

9.1 All safety precautions given in Atomic Energy (Factories) Rules 1996 and “AERB Safety Guide no: SG/IS-1 (REV-1) - control of Works and as advised by the engineer-in-charge / Industrial safety and fire Section are to be followed while at work as applicable.

Copy of the Atomic Energy (Factories) Rules 1996 is available with tender cell. Bidder is requested to go through the same before submitting the offer, while copy of the AERB Safety Guide no: SG/IS-1 (REV-1) Control of works is a part of General Condition of Contract (Section-IV).

9.2 Contractor is required to have an organizational set up for safety as follow

- (i) Up to 100 persons contractor shall identify one person as safety coordinator (for the works like housekeeping /grass cutting/sweeping/garden & lawn maintenance/ Horticulture)
- (ii) Up to 60* persons contractor shall identify one person as safety coordinator (for all other works other than mentioned at (i) above.)
- (iii) 61 to 500 persons contractor shall identify one person as safety supervisor
- (iv) Above 501 persons contractor shall have one qualified safety officer and 1 supervisor for every 500 persons.

(*EIC has to decide the deployment of safety coordinator depending on the hazardous nature of work at the time of draft tender review & finalise)

This safety coordinator / safety supervisor / safety officer shall ensure compliance of the safety requirement in their work.

Minimum Qualification requirement of the above safety personnel shall be as follows:

- i) Safety Co-ordinator: 5 years' work experience at KAPS
OR
ITI in Technical branch with one-year experience
OR
Diploma in Industrial safety after SSC
OR
10 + 2 with one-year work experience
- ii) Safety Supervisor: Diploma in engineering with diploma in Industrial safety from Govt. recognized Institute
OR
Diploma in engineering with 6 years' experience
- iii) Safety Officer: Degree in Engineering and Diploma in Safety from Government recognized Institution.

9.3 Penalty Structure: In case of violation of safety norms, then a penalty as mentioned in **Penalty Annexure - Category-II and Category-III** will be imposed. The penalty amount shall be deducted by Engineer-In charge of the work contract based on safety violation observed by him or any safety violation brought to his notice by Safety Section. In case the contractor is not taking effective steps to improve his safety performance as directed by Engineer In charge based on advice given by Head, Industrial Safety & Fire, the contractor shall be further penalized including termination of his contract.

9.4 Training Requirements:

- i) Safety Training for Contract persons, job supervisors and the engineers shall be provided by the Corporation. This training shall be coordinated by NPCIL safety section.
- ii) If contract continues beyond 6-month Safety retraining for contract persons shall be provided on every 6 months basis.
- iii) Contractor must note that in case the industrial safety induction training is not conducted within 7 days his workmen shall not get permanent entry pass.

9.5 PPE requirements:

- i) Before starting of the job, the contractor shall be required to arrange all required Personal Protective Equipment (PPE) for their employees as advised by the engineer-in-charge / Industrial safety and fire Section for protection against hazards as per applicable requirements.
- ii) If any workman is found using sub-standard or damaged PPE, tools & appliance, or any unsafe condition/practices is observed, penalty shall be imposed as per clause 9.3 above.

9.6 Medical Examination Requirements:

- i) Contractor workers shall undergo general medical examination by any Registered Medical Practitioner (having MBBS qualification) mandatorily and certificate shall be given for permanent gate pass.
- ii) Contractor working at height of more than 2.5 meter above stable floor or ground floor must acquire height pass as per procedure including the worker's medical fitness certificate by Registered Medical Practitioner (having MBBS qualification) and worker's height qualification etc. If any worker is found working at height without required height pass, penalty/action as per clause 9.3 above shall be imposed/taken. Contractor shall replace workers if he is found unfit.
- iii) No person shall be employed to operate a crane, locomotive or fork-lift truck, or to give signals to a crane or locomotive operator unless his eyesight and colour vision have been examined and declared fit by a qualified ophthalmologist to work whether with or without the use of corrective glasses. The eye sight and colour vision of the person employed shall be examined at least once in every period of 12 months up to the age of 45 years and once in every 6 months beyond that age.

9.7 Work Practices:

- i) The Pre-Job Briefing/Pep-talk, prior to taking up the work, will be carried out by contractor Safety personnel or Site/Work in charge to all workers using plant guidelines.
- ii) The Contractor shall make arrangements for adequate supervision during the execution of jobs.
- iii) The contractor shall ensure that all his workmen work under safety permit as applicable.
- iv) The contractor shall be required to prepare and submit safe work procedures /Job Safety Analysis of all hazardous jobs before taking up jobs.
- v) Plant tool machinery to be used by the contractor for execution of the work shall be got checked from authorised person / agency for fitness as well to meet the requirement. Then only contractor shall start the work at site.

- vi) All the electrical power extension boards used by the contractor shall be provided with ELCB.
- vii) No hazardous jobs as specified by Engineer-In-Charge/ Station Management shall be carried out during night hours especially between 00.00 am to 06.00 am. If at all it is considered necessary at some occasions to carry out work round the clock, permission of concerned Section Head/ Superintendent shall have to be obtained and work shall be carried out with additional safety precautions.
- viii) Contractor shall ensure safe movement of man and material as well as vehicles within site premises as per rules/regulations. In case of violation, penalty/action as per penalty clauses shall be imposed.
- ix) Responsibility of safety and security of the contractor's employees when they are working in the plant site rests with the contractor.

10. IMS guidelines:

Kakrapar Gujarat Site is an ISO-9001, 14001 and 45001 certified company. So all activities carried out shall fulfil norms as specified in our IMS policy.

IMS Policy:

We at Kakrapar Gujarat Site, a unit of Nuclear Power Corporation of India Limited (NPCIL), engaged in generation of Electricity from Nuclear Energy are committed to practice Quality, Environment and Occupational Health & Safety Management Systems conforming to National and International Standards in our activities, products and services rendered to our stakeholders. We will strive for enhancing customer satisfaction with high degree of Technical Competence through continual improvement in Quality, Environment and Occupational Health and Safety Performance.

KAPS- Site is committed to:

- Comply with all applicable laws, regulations, Legal and other requirements pertaining to Quality, Environment and Occupational Health and Safety.
- Continually endeavour to upgrade the knowledge and skills of employees in Quality, Environment and Occupational Health and Safety.
- Provide a participative work environment for improvement in our station operations and services.
- Manage our operations in an environmentally responsible manner and aim at "Prevention of Pollution" through continual improvement in our environmental performance.
- Minimize "Waste" at source and optimize utilization of raw materials, energy, water etc.
- Ensuring awareness of Environmental and Occupational Health and Safety practices.
- Maintain, communicate and make available this policy to all employees, persons working for on behalf of the organization, interested parties and public.
- Enhance competence of its employees towards their duties and responsibilities by providing appropriate training.

11. Radiological Safety and Radiation Exposure Control: (Not Applicable)

11.1 The Contractor shall not employ women workers for the work in the radiation areas.

11.2 Only persons above the age of 18 years shall be employed for the work.

11.3 All persons employed shall have sufficient educational qualifications so that they can efficiently grasp the contents of preliminary radiation protection training. They should be able to read and understand the signboards/instructions written in the field in the different locations. The workers and supervisors engaged by contractor will be examined by the Corporation for ascertaining the suitability of individuals to work in Operating Island and experience they have in the field of work awarded. KAPS shall have right to reject the personnel deployed by the contractor.

- 11.4** All the workers employed to work in Radiation areas by the contractor shall be medically examined, by a registered medical practitioner possessing an allopathic qualification as recognised by Indian Medical Council and a certificate of fitness to work in radiation areas in the prescribed format **(FORM-1 and 2)** on the letter head of the doctor will have to be produced by the contractor at their own expenses. This Medical examination is required to be done every calendar year during the period of employment.
- 11.5** After ascertaining the medical fitness of the person to work in radiation area he will have to undergo pre-job whole body counting at Environmental Survey Laboratory, KAPS.
- 11.6** All persons employed by the contractor shall declare their previous employment history in radiation area in any of the institution along with the dose history and other relevant information in the prescribe format.
- 11.7** The contractor should make VERIFICATION STATEMENT for the correctness of the information given. Any wrong information given by the contract workmen and contractor or suppression of true information will be liable for penal action including suspension and termination of workmen and contract as deemed appropriate by work in charge.
- 11.8** Contractor shall ensure that all the workers, entering into Operating Island shall attend the orange qualification training in the beginning of the employment and subsequently in the beginning of every calendar year and shall follow orange qualification procedure as per existing station policy.
- 11.9** Based on the strength of the above verification and satisfactory performance in the orange qualification examinations, issue of TLD and direct reading dosimeters will be permitted while going for work in Operating Island.
- 11.10** The contractor and all the persons employed by him shall strictly follow the Station Radiation protection procedure and keep control over the radiation exposure. No work in radiation areas shall be undertaken without standard work permit and radiological work permit issued by control room and shift Health physicist respectively. Any work in controlled area is to be done under the supervision of green qualified departmental personnel.
- 11.11** The contract employees shall ensure that their names are included in the radiological permits applied for the work, a copy of which will be available with the green qualified Departmental supervisor.
- 11.12** The contract employee shall wear the TLD, direct reading dosimeter (DRD)(obtained from the DRD issue counter) and any other specific monitoring device along with personal protective equipment as instructed in radiological work permit before proceeding for work.
- 11.13** The contract employee shall periodically monitor his dose during the course of the work and any abnormal observations shall be brought to the notice of Shift Health Physicist immediately.
- 11.14** The contract employees shall return all the monitoring device issued for the work at shift health physicist counter and TLD shall be deposited back at racks on while leaving the controlled area at the designated location.
- 11.15** While moving out, after completion of work all the persons shall monitor at different inter zonal radiation monitors (i.e. both Hand and foot monitor and frisker) before proceeding to lower zone and shall ensure that they are free from contamination. In case of any alarm on monitors while checking, it shall be reported to shift Health Physicist immediately and then decontamination of affected portions shall be done as per instructions.
- 11.16** Workers shall thoroughly wash hands and feet before leaving the controlled area. Plant issued protective clothes shall be changed in the zone 2-change room before proceeding to Zone-1.
- 11.17** All the persons shall monitor at portal monitor before leaving the controlled area.

- 11.18** Routine Bioassay sample (Urine sample) is required to be submitted once in a week. Additional Bioassay sample (i.e. urine sample) shall be submitted as and when required by HPU. The sample submission is to be done after two hours of completion of job for accurate internal dose assessment.
- 11.19** Work area entry and exit procedure should be strictly followed by contractor in order to control radiation exposure to workmen and to prevent spread of contamination.
- 11.20** The contractor shall ensure that his employees shall follow good and safe working practices to carry out the assigned work systematically in the shortest possible time and minimum manrem in line with ALARA (as low as reasonably achievable) and justification principles. They shall follow good working practices to minimize contamination to their person, clothing, tools and protective devices. They shall check with the green qualified supervisor in case of any doubt.
- 11.21** Contractor shall maintain record of every individual and shall ensure that no workmen exceed the present radiation dose limit imposed by AERB/Station Management. Required training and guidance will be provided by Station health physicist.
- 11.22** The contractor shall ensure that all the dosimeter devices issued to his employees are returned back to health physics unit. After ensuring this, the contractor shall carry out Whole body counting of all his contract employees in addition to the routine annual whole body counting.
- 11.23** Whole body counting of all the contract employees shall be carried out by the contractor once in a calendar year
- 11.24** Whole body counting of all the contract employees must be done after completion/termination of contract.
- 11.25** Any violation of radiological procedures shall call for action as stipulated by the station authorities. The contractor shall bear any punishment imposed for such violations including monetary charges as prescribed. Persons violating station radiation protection procedures (RPP) will not be issued TLD henceforth.
- 11.26** All the above clauses are in line with present station radiation protection policy based on Atomic Energy Regulatory Board Safety Manual "Radiation Protection for Nuclear Facility Revision-4" Any amendment in the above shall call for necessary amendments in the above clauses which will be notified as and when required and Contractor shall be required to comply with such amendments.
- 11.27** RPP Violation shall invite penalty as mentioned in **Penalty Annexure Category - I**. Recoveries for RPP violation are to be made from the contractor's bills/security deposits.
- 11.28** As there is stipulation for limiting the radiation doses for contract workers, they shall be replaced with fresh crew if the limits are exceeded in the course of their work. However, at any time the required manpower shall be made available at site.
- 12. Security:**
All security measure as advised by the Plant / Township authority shall be followed strictly. Entry permit, token pass, Identity Cards etc. shall be obtained by the contractors from concerned Plant/ Township authority.
The contractor has to arrange for Identity cards of his employees as well as supervisors to his own cost and it has to be produced to competent authority for final issue of I. Cards with individual's bio-data with full address and other backgrounds required by Kakrapar Gujarat Site.
Security photo pass for each employee for the job must be accompanied during work and necessary police verification is the responsibility of the contractor and must be complied with.

13. Observance of Secrecy:

The contractor, his employee and representatives shall not disclose any information or drawings furnished to him by the Engineer. All drawings, reports or other information prepared by the contractor or by the Engineer or jointly by both for the execution of the contract work shall not be disclosed. No photographs of the work or plant within the site premises shall be taken without prior written approval of the Engineer.

The Contractor will be responsible for the integrity, conduct and character for each workman/individual to be employed by the Contractor for the plant and personnel safety during their work at Kakrapar Gujarat Site.

14. Origin of Labour and Materials:

Contractor shall submit the bio-data of his workers, supervisors and engineers to the Engineer in charge who will screen the bio-data and give the clearance for deployment. No deployment will be made by the contractor without the clearance of the Engineer in charge.

The Contractor is advised to give preference in employment to local people/dependents of deceased employees of Kakrapar Gujarat Site, subject to fulfilling their education qualification, technical qualification and related experience.

The contractor shall employ on the work adequate number of qualified and competent staff to ensure the execution of work in time and the numbers will have to be augmented as per the requirement and direction of the Engineer to ensure completion of work in time.

All materials to be used on the work shall conform to the relevant specifications. The contractor shall supply free samples of materials to be used on the work, whenever asked, for testing and analysis purpose. Failure of any sample to pass the specified requirements will be sufficient cause to reject the whole lot of materials from which the sample was taken.

In the event the contractor is provided with any material or equipment belonging to Kakrapar Gujarat Site, the Contractor undertakes to return the same in good condition, failing which the Contractor shall be responsible for the cost of the same.

On completion of work, contractor has to retain the data storage devices like Hard disk at station and handed over to EIC if contractor is using personal computers for execution of work. These data storage devices will not be given back to contractor.

Any damage/breakage of NPCIL equipment / property due to working of contract workers shall be made good by the Contractor at his cost. Any damage caused to any of the Kakrapar Gujarat Site material / equipment / tools while in the custody of the Contractor or otherwise shall be made good by him at his own cost.

15. Notices:

Any notice, order direction or other communication to be given to the contractor under any of the provision of the work order shall without limitation be conclusively deemed to have been received by the contractor if delivered or mailed to the contractor at the addresses mentioned by the bidder in the portal.

16. Insurance:

Contractors are required to take Insurance policies in the joint name of Corporation up to defect liability period and documents in this regard should be submitted to Engineer-in-Charge before start of work (refer Sr.no.25 of Schedule - A and clause No. 15.1 of GCC).

Note: The contractor shall take all Insurance policies before commencement of the work. Quoted rate shall be including the premium amount of insurance policies. In case of Delay in submission of insurance policies /delay in renewal of insurance policies then a penalty as mentioned in **Penalty Annexure Category - IV** will be imposed. Levy of penalty does not abrogate contractor from his responsibility regarding Insurance and risk cover. NPCIL shall not be liable for or in respect of any damage or compensation payable. The work order is liable for cancellation in case of repeated / continuous non-compliance.

17. Minimum Wages Act:

The contractor shall strictly comply with all provisions of labour laws, including those given in Section IV of the tender. The Contractor shall also strictly comply with all statutory and non-statutory obligations under minimum wages act, ESL, Contract Labour (Regulations and abolition) act, Bonus, Leave, Salary etc. and liable to keep all statutory records available for inspection by officer in charge or his representative or the statutory authorities.

The contractor shall strictly follow all provisions of Minimum Wages Act(s) (Central / State or as declared by KAPS/KAPP including applicable dearness allowances for this work whichever is more advantageous to workers), Contract Labour (Regulation and Abolition) Act or any other act(s) applicable to Industrial workers in this area.

The prevailing rate of minimum wages of Construction or Maintenance (CSR) for Unskilled, Semi-Skilled, Skilled and High Skilled categories of Industrial workers are Rs. 556/-, Rs. 650/-, Rs.781/-, Rs. 918/- per day respectively as on 01/04/2026. Dearness Allowance or the Minimum Wages are generally revised by the Government every six months i.e. on 1st of April and on 1st of October.

In addition to minimum wages as above, the contractor shall also pay the following.

- a. Monthly Bonus component @ 8.33% of monthly minimum wages for the scheduled employment (irrespective of work period) or of Rs. 7000/- month whichever is higher. (The eligibility of employee for payment of bonus shall be limited to drawing wages up to Rupees "Twenty-One Thousand Rupees (Rs. 21,000/-) per month).**

Note:

- i. Revision in rates will be communicated to contractor from time to time by EIC.
- ii. Format of wage slip is attached in at FORM - 3 and shall be issued to all workers.
- iii. Bidder shall note and abide by the different provisions and references with following salient features awaited in future from Government w.r.t. Code on Wages-2019 as the payment of Wages Act-1936, The Minimum Wages Act-1948, The Payment of Bonus Act-1965, Equal Remuneration Act-1976 are repealed according of Section (69) of the Code on Wages- 2019. The new wages shall be Basic Pay + Dearness Allowances + Retaining Allowances (if any).

18. Payments to contract workers:

- a. Contractors shall make the payments to their contract workers **through Bank only**. For this purpose, the contractor shall ensure that all the contract workers are having a bank account and also facilitate workers for opening the account. The Engineer-in-Charge / Officer-In-Charge shall ensure that the Contractors are making payments to their contract workers through Bank only.
- b. In isolated cases, if it is not possible to make payments to any contract workers through Bank Account, the approval of the Unit Head shall be obtained for making the payment by cash. In the event of cash payment to any contract workers the same shall be witnessed by an official of HR duly authorized by the Head of HR Group of the unit.
- c. Every month the contractor shall submit bank statement of deposit of amount in each worker's bank account/ documentary evidence to Engineer-In-Charge/Officer-In-Charge.
- d. The contractor shall make the payment of prescribed minimum wages notified from time to time to all its workmen, on or before 7th of succeeding month. In case, payment of minimum wages to all workmen is not made on or before 7th of succeeding month, then a penalty as mentioned in **Penalty Annexure Category - IV** will be imposed. Levy of penalty does not abrogate the contractor from his responsibility for disbursement of wages as per the Payment of Wages Act. NPCIL shall not be liable for any damage or compensation payable.

19. Provident Fund for Contractor's Worker:

- 19.1** The contractor should have EPF Code number from concerned EPF office. The contractor shall comply with all the existing provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 and further amendments in the said Act / Scheme from time to time.
- 19.2** "Contractor shall create their User ID and Password for accessing the EPFO Portal (www.epfindia.com) before submission of 1st RA bill. The monthly subscription towards EPF, i.e. employer's contribution as well as employees' contribution shall be deposited to the PF Account of the employees through Electronic Challan-Cum-Return. Copy of the monthly Challan generated through the system shall be submitted to the Engineer-in-charge along with the attendance and wage registers for verification before 10th of the following month."
- 19.3** The contractor has to provide the annual PF account slip to his employees / workers annually and also on completion of the work / before settlement of final bill of the contract. The contractor is obliged to assist and complete all such formalities in transferring the PF amount or withdrawal of PF amount of his employees / workers as per the requirement of his employees / workers.
- 19.4** The contractor shall indemnify on the non-judicial stamp paper of Rs. 300/- duly attested by Notary as per enclosed format (FORM-4) before settlement of final bill that the provisions of the EPF & MP Act, 1952 as applicable have been complied and submit to Engineer-in-charge of the work. 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 these accounts. The contractor will stand responsible for any such future claims with regard to EPF dues / outstanding received through concerned authorities. Further, non-compliance of any default on account of EPF by the contractor during execution of contract may lead to cancellation of contract.

20. Labour Law & Labour Licence:

You shall comply with various provisions of the contract labour (Regulations & Abolition) Act 1970 and rules framed thereon from time to time. Further you shall also comply with the provisions of other laws such as Workmen's Compensation Act 1923, Minimum wages Act 1948, E.P.F. Act, Gratuity Act, Payment of Bonus act - 1965 and other labour laws as applicable to your organization. In case, NPCIL is required to incur any expenses as principal employer under the provisions of the various laws, NPCIL shall be entitled to recover the same from you/your bills.

The contractor shall apply for issue of Form-V as soon as work order is issued, in case labour license is to be obtained.

Principal Employer's Certificate for obtaining labour license will be provided on your request. You may please note that within 14 days from the date of issue of this work order, you will have to apply for a labour license to the Asst. Labour Commissioner, of the area, for the maximum number of workers you had indicated to engage on the work. A copy of the application will have to be furnished to the Engineer-in-charge of the work within a week time from start of work.

21. Professional Tax:

Professional tax: Contractor has to make payment of professional tax in respect of their personnel engaged by them to Moticher Gram Panchayat.

22. BOCW Cess:

Contractors to get registered under BOCW Act 1996 and shall deposit applicable cess to the concerned authority and copy of challan / receipt shall be submitted to EIC.

23. Uniform / Shoes:

The contractor shall provide minimum 1 pair @ 6 months:

- Uniform to all workers engaged for this work order with contractors' monogram at back.
- Shoes & socks to all workers engaged for this work order.

24. Agreement:

A formal agreement of the work shall be executed by the Contractor with NPCIL immediately after issue of work order. Until such an agreement is executed, the work order together with Contractors offer and related letters shall be a governing/binding document.

25. Other Instructions:

- a. Engineer in charge will allot the area of work spot as per his schedule. The contractor shall be diverted to different areas without any notice as and when the requirement arises. If a particular job could not be completed within the stipulated period, contractor shall continue beyond normal working hours with the permission of the concerned authority and complete the job. The charges will be paid as per rate contract. In case contractor fails to complete the job within given time by Engineer or contractor abandons the job, the assigned job will be got done from other agencies at his risk and cost. Decision of Engineer in charge will be final and binding on contractor.
- b. Income tax at applicable rate will be collected by way of recovery from your bills.
- c. Engineer in charge will have the right to withdraw the work permit for any of the contract workmen for reasons of misconduct, incompetence in work, violation of safety and fire rules, negligence on duty etc.
- d. Cost of damages caused due to bad workmanship shall be recovered from the contractor.
- e. No materials on any of the site works shall be so stacked or placed to cause danger or inconvenience to any person or public. The Engineer in charge may require contractor to remove any materials which are considered to be of danger or cause inconvenience to the people working in the area. After completion of the work contractor shall remove all the scrap, surplus materials rubbish, temporary facilities established for execution of the work from the site, clean the area and hand over to the Engineer in charge. The contractor may note that Engineer in charge has the right to stop the work if the contractor fails to improve upon the house keeping after having been notified.

26. **Contract Price Adjustment clause (11.3 of GCC): As per GCC.**

27. **The following Special Conditions of Contract (SCC) shall supplement / amend General Conditions of Contract (GCC) – for Works and maintenance contracts. Wherever there is a conflict between the two, the provisions in SCC shall prevail over those in the GCC**

SCC No	GCC Clause Reference	Clause Description / Content	Special Conditions
1	Clause-6.10 of GCC	Octroi, Cess, Taxes, Royalties etc.	1.0 Indirect Taxes and Duties: 1.1. The Bid prices shall be inclusive of Goods and Services Tax (GST) and inclusive of any other Indian Indirect Taxes payable in India for the product / services. 1.2. The Contractor shall bear all non-Indian taxes, duties, levies, IGST etc. payable in respect of sourcing items from abroad.

SCC No	GCC Clause Reference	Clause Description / Content	Special Conditions
			1.3. Contractor shall be responsible for payment of all Indian Taxes and other statutory levies as applicable. The Contractor shall however take into account Fiscal Concessions available to the subject contract and pass on the benefit to the Corporation. GST and all other indirect taxes, duties shall not be paid separately on Contract Price Adjustment, as price is inclusive of all Taxes and Duties as applicable. 1.4. In case of increase in applicable GST rates, if levied by Government during the contract completion period, the same shall be paid by the Corporation, as the case may be, at actual against documentary evidence. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes. In case of decrease in applicable GST rates the decreased GST rate shall be reduced from price. 1.5. For extension in the contract completion period for the reasons attributable to the Corporation and/or Force Majeure, increase/decrease in existing taxes & duties, if any, and new tax component introduced in the extended period shall be paid/ deducted to/from the Contractor subject to the submissions of necessary documentary evidence. No increase/new tax shall be payable during the extended period of contract due to reasons attributable to the Contractor. For extended period of contract due to reasons attributable to the contractor any decrease in GST rate during this period shall be reduced from the price.

SCC No	GCC Clause Reference	Clause Description / Content	Special Conditions
			1.6. 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. 2.0 Direct Tax: - Tax Deduction at Source 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. 2.2. The Corporation shall, at the time of its 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.

SCC No	GCC Clause Reference	Clause Description / Content	Special Conditions
			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. 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. 3.0 Indirect Tax-Tax deduction at source 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. 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. 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.

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

28.1 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.

28.2 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.

28.3 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.

- 28.4 The applicability of this clause shall be as per schedule-A of GCC.
29. **Security Deposit Clause:** “Security Deposit shall be **10 %** of the contract value for any value of contract and will equally split in two parts viz. performance guarantee and retention money (50% of security deposit each).”
- ~~30. Since Cable laying job is as in Priority hence deployment of manpower must be such that so as to complete the job within minimum nos. of days. Hence manpower deployment will vary as per site condition and requirement. It may be noted that job may be carried out on odd hours and on Holidays also considering the site Urgency as decided by the EIC. Information regarding the same will be given and same need to be completed as per EIC.~~
31. Breakdowns are to be attended immediately irrespective of duty hours.
32. The contractor has to complete the various jobs on day to day basis as directed by EIC/Representative of EIC and give the feedback to the engineer in charge/ representative of EIC of the work and write the log book on daily basis before leaving the work site.
33. In case any task/ job is to be completed on priority basis; the contractor should deploy their person beyond the normal duty hours and on holidays / weekly off with the approval of the EIC.
- ~~34. The contractor shall provide handkerchiefs to the person deployed at the site as a part of plant emergency requirement.~~
35. The persons engaged by the contractor shall not be less than 18 years of age.
36. Any person deployed under said contract shall be replaced by another suitable person within 7 days in case EIC observe that his skill, behavior, attitude, discipline etc. are not up to the mark in his opinion.
37. **License to work on electrical installations: (Not Applicable).**

Penalty Annexure

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.	1.10	Daily Fair Wages corresponding to particular category of worker and schedule of Employment of Central or State Govt. (whichever is higher) per violation / incident
2)	a) Not using TLD in radiation area/Not using TLD while working controlled area of Reactor Building; b) Not using Dosimeter as per RWP/ Not using appropriate dosimetric device as instructed in RWP; c) Not using PPE as per RWP/ Not using appropriate personal protective equipment's as recommended in RWP; 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); e) Tempering the dosimetry device (TLD, DRD etc.), Alarming dosimetry or Bio-assay sample; 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; g) Non- Compliance in submission of Bio-assay sample; h) Non-compliance of Whole-Body Counting (WBC) of individual; i) Violation of monitoring procedure at inter zonal exit points and/or at Radiological / Zonal Monitors; j) Non-wearing recommended protective clothing in Zone-IV of Reactor building.	0.1	Daily Fair Wages corresponding to particular category of worker and schedule of Employment of Central or State Govt. (whichever is higher) per violation / incident

3)	a) Loss of TLD; b) Loss of DRD; c) Loss of any other Dosimetry device issued by Health Physics Unit.	1.10	Actual Cost of new dosimetry device per violation / incident (Actual cost of new dosimetry device to be stated in SCC (Special Conditions of Contracts) for levy of penalty)
4)	Any other violation of radiation protection procedure	0.1	Daily Fair Wages corresponding to particular category of worker and schedule of Employment of Central or State Govt. (whichever is higher) per violation/ incident

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

S. No.	Description of Violation	Multiplication Factor	Base Value
1)	a) Worker found without safety induction training or refresher training/ Worker found without safety training card; 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 2.5-meter, heavy material handling/transportation etc; 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; d) Workers working at height without height pass; 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;	0.1	Daily Fair Wages corresponding to particular category of worker and schedule of Employment of Central or State Govt. (whichever is higher) per violation/ incident

	f) Non-compliance to uniform/helmet/shoes g) If any contractor's person found smoking or using Gutka/Tambaku/Alcohol inside main plant area. 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; i) Not ensuring good housekeeping during job execution as well as post job completion; j) Unsafe handling of heavy material or operation of material handling equipment such as crane / forklift without authorization; k) Working on high voltage electrical equipment without electrical authorization		
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 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: a. Fatal injury or accident-causing death: Compensation @ two percent (2%) of Contract value or Rs.10,00,000/- whichever is less, per person. Moreover, if compensation calculated as above is less than Rs. 2,00,000/- then compensation will be @ Rs. 2,00,000/- per person.	

		b. Major injuries or accident causing 25% or more permanent disablement to work men or employees: Compensation @ one half of one percent (1/2%) of Contract value or Rs.2,00,000/- whichever is less, per person. Moreover, if compensation calculated as above is less than Rs. 50,000/- then compensation will be @ Rs. 50,000/- per person. 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. 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.	
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)	0.1	Daily Fair Wages corresponding to particular category of worker and schedule of Employment of Central or State Govt. (whichever is higher) per violation/ incident

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 or 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 Fair 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 Fair 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 Fair 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 Fair 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 Fair 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 Fair 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 Fair 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 contractor person found traveling in departmental transport without proper pass /authorization	0.1	Daily Fair 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 contractor 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 Fair 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 wage.

FORM – 1

**Form for Initial Medical Examination
(For Contractor Personnel)**

Sr. No.	:	
Date of medical examination	:	
Name, Dr./Shri/Smt/Kum	:	
Nature of job	:	
Date of birth	:	
Age	:	
Sex	:	Male/Female
Marital History	:	Married/Unmarried
Children	:	
Past occupational history	:	
History of abortion or miscarriage	:	
Past medical history	:	
Major illness	:	
Operations	:	
Injuries	:	
Family history of cancer/genetic disease	:	
Personal history	:	Diet: Smoking: Alcohol:
Menstrual history	:	L.M. P
Height (CMS)	:	
Weight (Kgs)	:	
Pulse	:	
Blood Pressure	:	
Vision	:	Near Dist. Lt.6/ Rt.6/
Colour vision	:	
Lens opacity	:	
Ears	:	Rt. Lt.
Skin-Nails	:	
Lymph glands	:	
Defects	:	1.1. Skin 1.2. Vascular 1.3. Skeletal 1.4. Hernia 1.5. Hydrocele
Systemic Examination	:	
Mention positive findings and system involved	:	
Investigations	:	
	:	Total Lecucocytes count Differential count 1) P 2) L 3) E 4) M
Urine examination	:	
Albumin	:	
Sugar	:	
Abnormality detected	:	

Recommendation: FIT / UNFIT Name and Signature of Medical Officer with Qualification and reg. no.

Note:

1. Candidates with extensive skin diseases and severe anemia are unfit for employment in nuclear industry.
2. X-ray if required.

FORM – 2

Medical Certificate for Casual/ Temporary Workers

Certified that I, Dr. _____ have examined Shri. _____ aged _____ on (date _____ who has signed below in my presence. General and 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 any job in _____ (nuclear facility).

(Signature of workman)

Signature & Rubber stamp of Medical Practitioner with Reg. No.

Note: This certificate is to be given on the letter head of the Registered Medical Practitioner who is possessing allopathic qualifications as recognized by the Indian Medical Council. Below the signature, the rubber stamp of the Medical Practitioner should be affixed. The letter head normally should contain the following:

1. Name of the Medical Practitioner
2. Qualifications
3. Registration No. & Date
4. Address

FORM – 3

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's with father's/husband's name: _____			
Category of employee			
Wage period			
Mode of payment		Through Bank	
		Bank Name	
		Branch	
		Bank Account No.	
Employee's PF Account No. _____			
Particulars	Rate per Day (Rs)	Present No. of days	Amount (Rs.)
Payments			
Basic wages in Rs.			
Bonus in Rs			
Overtime in Rs.			
Any Other Payment in Rs.			
Total in Rs.			
Deduction			
EPF @ 12% in Rs.			
Professional Tax			
Any other deduction in Rs.			
Total Deductions in Rs.			
Net wages in Rs.			

Contractor's Signature
worker's signature or thumb impression

FORM – 4**INDEMNITY BOND**

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

(To be furnished by contractor before settlement of final bill on Rs. 300/- non-judicial stamp paper)

Whereas, M/s. _____ (Name of the contractor) has been awarded the contract for _____ (Name of the contractor) vide Work Order No. _____ dated _____ by NPCIL Kakrapar Gujarat Site, Unit - _____ 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 Contractor) hereby affirm and declares as follow –

That the provisions of the Employees Provident Fund & Miscellaneous Provisions Act, 1952 have been complied and it is undertaken that all the liabilities on account of EPF 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 these accounts. I shall be stand responsible for any such future claim and action/ proceeding if any, with regard to EPF dues / outstanding received through concerned authorities.

Further, I shall keep NPCIL fully indemnified and free from all such EPF 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 witness whereof, 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

Witness:

1. Signature

Name :

Address :

2. Signature

Name :

Address :

SECTION – IV

GENERAL CONDITIONS OF CONTRACT

GCC with Addendum is attached separately AND is also available on Web site www.etenders.gov.in OR www.eprocure.gov.in / Downloads which will form part of this Tender Document.

SECTION –V

Technical Specification and Scope of work

Name of work: Construction of Library near Shree Gyandeeep Vidhyalay at Uchamala under CSR of NPCIL (Kakrapar Gujarat Site).

5.1. Facilities to be provided for the job by Kakrapar Gujarat Site

5.1.1. Following facilities / Material will be provided by Kakrapar Gujarat Site:

NIL

5.2. Contractor's obligations:

- 1) To follow special instructions given in special terms and condition of contract
- 2) For Supervision of the work and to co-ordinate the work as per instructions given by EIC. The contractor shall employ mandatorily one experienced Site Supervisor on all working days at his own cost possessing minimum qualification of diploma holder in civil branch and have 3 years' experience or bachelors in civil engineering with 1 year experience. He will be supervising all on going jobs as per section-V and SOQR. He will also look after safety during the jobs, keep measurements / records of contract works on daily basis and present the measurements / records for verification to EIC/ work in charge. No extra payment shall be paid by NPCIL on account of this.
- 3) Contractor shall carry out work as per 'Scope of work' and any other related job required for the same without any extra cost.
- 4) Any damage to the adjacent area of work or damage to any other part of machinery, equipment and devices due to carelessness or accident shall be repaired by contractor at his own cost and risk.
- 5) Contractor shall have to start the job as per instruction of Engineer-in-charge.
- 6) Contractor has to ensure that the qualified manpower is available to execute specific job as per requirements.
- 7) All the equipment / tools required for the job shall be arranged by the contractor (like paint brushes, Concrete mixers, steel rods bending tools, chisel, hammer, screw-drivers etc.)
- 8) During execution of jobs, safety of manpower engaged is entirely lies with contractor at his own cost and nothing extra shall be payable.
- 9) During excavation, Construction & repair / maintenance works, contractor has to take optimum care and follow mandatorily the instructions / suggestions given by Engineer in charge for personals safety.

- 10) All items considered in the tender for the execution of work are very common and in general nature of civil engineering. These items are well described in detailed itself in SOQR under description of items. However, any dispute arises during course of work then specification of CPWD / PWD / NPCIL /DAE will be followed and decision of engineer in charge will remains final.
- 11) 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 In charge after construction completion. Contractor shall maintain record of costly material like cement, Reinforcement, paint, etc. at site of work. It is required to submit invoice, receipt and consumption record of these materials for periodical checks by Engineer-In-Charge.

5.3. Work specific instructions:

NIL

5.4. Tech spec / scope of work – (Item wise)

All items introduced in the Schedule of quantities and rates (SOQR) for this work are broadly described in this section.

Item no.1:

Earth work excavation for foundations, plinth beams, trenches, pipe lines, inspection chambers, etc. in all types of soils, mixture of gravel and disintegrated soft rock below ground level upto a depth of 2.0 meters including shoring, strutting, bailing and pumping of water, levelling and ramming the bottom of excavation, refilling with selected excavated materials in the sides of foundations in layers and consolidating and disposing the surplus earth at places as directed within a lead of 500 meters

The foundation trenches shall be kept free from water while all the works below ground level are in progress without any extra payment.

Before the earth work is started the area coming under cutting and filling shall be cleared of all obstructions, loose stones, shrubs, rank vegetation, grass. Brush-wood, trees and saplings of girth up to 30 cm. measured at a height of one meter above ground and rubbish removed up to a distance of 1.5 km outside the periphery of the area under clearance.

Item no.2:

Providing and filling murram /selected yellow soil below plinth including spreading it in uniform layers of 150 mm thick and watering, ramming, consolidating etc. all complete as per specifications mentioned in IS 10379 . Selected material (yellow soil or murram) from approved source shall be Excavated, Collected and Transported from land with any lead at contractor's cost etc. complete.

Note : Cost includes payment for using land to land owner for making excavation and taking material.

Item no.3:

Earth work excavation for foundations, plinth beams, trenches, pipe lines, inspection chambers, etc. in all types of hard rock by using mechanical equipments like JCB machine, compressor etc. below ground level upto a depth of 2.0 meters including drilling of holes, breaking of rocks, leveling the bottom of excavation, stacking of hard excavated rocks and disposing the same at places as directed within a lead of 500 meters. Note:- 1) Blasting will not be permitted 2) 40% voids will be deducted from the stack measurement for making actual payment for this item.

Item 4:

Providing and laying cement concrete of 1:2:4 using 20 mm maximum size aggregate including mixing, transporting, ramming, compaction, levelling, formwork, curing, dewatering if required etc. complete as per specifications for levelling course in foundations for column footings, rafts, plinth beams, trenches, under floor etc. complete.

Item no.5:

Providing and casting in situ RCC of grade 1:1.5:3 using stone of maximum size 20 mm and below down graded aggregates including scaffolding, mixing, transporting, placing at all lifts, vibrating, consolidating, curing and finishing smooth all exposed faces for all in situ items as per drawings and specifications. (The rate quoted shall be exclusive of reinforcement but inclusive of formwork)

NOTE: (i) Any upward variation in cement consumption to achieve 1:1.5:3 grades shall not be paid.

Item no.6:

Providing, straightening, decoiling wherever necessary bending, cutting, binding and fixing in position steel reinforcement TMT bars of Fe500D or Fe550D grade steel conforming to IS:1786 - TATA / SAIL / VIZAG / JINDAL make' and tying with approved annealed binding wire of 1.6mm dia in all reinforced cement concrete work at all lifts including cost of supplying and fixing the spacer/cover blocks (As per Drawing) in cement mortar 1:2 and binding wire complete all as per specification and as directed by Engineer-in-Charge at all lifts. Note: The rate shall be including the cost of reinforcement steel. The reinforcement steel will be procured from dealers with a test certificate as approved by the department.

Item no.7:

Providing, fabricating, erection / fixing of MS Plates, Flat, Angle, Sq. bar, Pipes, base plates, foundation bolts etc. for truss, purlins, Grill for Windows, Railing, flag posts, truss etc. including fixing the position as per drawings & specification including necessary bolts and nuts of suitable diameter as directed by EIC for fixing of truss/purlins, painting with two coats of synthetic enamel paint from M/s. Asian Paints APCOLITE Brand over a coat of red oxide primer. Item also includes cost of paints, primer, labour, materials, scaffolding etc. complete. Structural steel shall be procured by the contractor conforming to relevant IS codes and manufactured by M/s SAIL/TATA/VIZAG/JINDAL only.

Item no.8:

Providing and constructing Brick masonry using well burnt table moulded clay bricks in cement mortar 1:6 in foundation, basement up to plinth and steps including scaffolding, curing, raking out joints etc complete.

Item no.9:

Providing and constructing Brick masonry using well burnt table moulded clay bricks in cement mortar 1:6 in Super structure above plinth at any height including scaffolding, curing, raking out joints etc complete.

Item no.10

Plastering the internal faces of wall of brick work/concrete at all elevation in cement mortar 1:4, 10 mm thick finished having a smooth and even surface including scaffolding, curing, forming grooves wherever necessary and as approved by Engineer.

Item no.11

Plastering the internal faces of ceiling of concrete roof/slab at all elevation in cement mortar 1:4, 12 mm thick finished to have a smooth and even surface including hacking, preparing surface, scaffolding, curing, forming grooves wherever necessary etc. all complete.

Item no.12

Providing 20 mm thick sand faced plaster laid in two coats consisting of top coat of 8 mm thick sand faced in cement mortar 1:3 over 12 mm thick base coat of cement mortar 1:4 for all the external faces including adding water proofing compound of Dr. FIXIT PIDILITE powder/ROFF/zycoprime plus at the rate specified by manufacturer, providing necessary grooves as per drawing and specifications, curing, scaffolding etc. complete.

Item no.13

Providing and applying Acrylic washable distemper paint two coats over a coat of primer (water thin able) of approved make and shade from Acrylic Tractor distemper of Asian Paints/ Bison Acrylic Distemper of Berger Paints/ ICI Maxilite Acrylic distemper of ICI Dulux over the new walls / Ceiling. Item includes removing left out mortar dropping etc. thoroughly by scrapping, carrying out minor repairs including sealing cracks with cement or putty as instructed by Engineer, preparation of surface, making the surface smooth by sand paper etc., applying one coat of acrylic putty of approved brand, scaffolding; cleaning of dirt; wherever required etc. complete. Protecting with abro tape & cleaning doors, windows, ventilators, etc. after completion of work. Item also includes cost of all materials, labour, tools and tackles etc. complete. All material shall be applied as per manufacturer's specification.

Item no.14

Providing and applying two coats of approved external emulsion paint over one coat of acrylic exterior primer on new surface to give an even shade with Exterior Emulsion paint of Asian Paints make APEX / Berger make WEATHER COATS / Nerolac make excel and of approved shade including preparing the surface by making good the damaged and rough surface smooth, minor repairs, sealing of cracks with cement slurry/ Cement mortar , cleaning of doors, windows, ventilators, washing the surroundings after completion of work including cost of all materials, scaffolding, labour etc. complete as per Manufacturer's specification and as approved by the Engineer. No multiplication factor will be considered for measurement against paint applied on sand faced plaster for payment purpose. Only plain painted surface area shall be measured.

Item no.15

Providing two coats of synthetic enamel paint of approved make from ASIAN PAINTS - APCOLITE PREMIUM GLOSS ENAMEL / BERGER PAINTS - LUXOL HI GLOSS SYNTHETIC ENAMEL / ICI DULUX / NEROLAC PAINTS and shade over concrete / plastered surface etc. including scaffolding, making good the damaged surfaces, minor repairs including a layer of Putty from PIDILITE/ASIAN/BERGER to have a even and smooth surface, cleaning of dirt, removal of oil paint etc. wherever required preparation of surfaces including sand papering, cleaning etc., complete including cost of all materials, labour, etc. Item includes one coat of primer of compatible brand.

Item no.16

Supply and fixing of Aluminium work for doors, windows, ventilators, grills and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasts including necessary fittings and filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene gaskets etc. Aluminium sections shall be smooth, rust free, straight, mitred 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 specifications and the directions of Engineer-in-charge.

Item no.17

Providing and fixing solid core flush door shutter 30 mm thick single leaf with water proof ply solid block board, bonded with phenol formaldehyde and internally leaped with teak wood for various structural opening confirming to IS: 2202 (Part:1) of CENTURY / Kit ply / Green Ecotech / Anchor / Archid Ply including cost of fixture and fittings like 16 mm dia ss aldrop, 4 " long ss hinges, 2 nos door SS handles and 6 " long MS tower bolt , including painting one coat of primer and two coats of SE paint of approved shade manufactured by M/s. Asian paints Apcolite brand as per drawings and specifications.

Item no.18

Supply and fixing of glazing with plain glass panels of 5.0 mm thickness in aluminium door, window, ventilator, shutters and partitions etc.with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge .

Item no.19

Providing and laying 18 mm thick Polished Marble stone (+/- 2mm variation is permissible) for flooring & dadoing over 20 mm thick base of cement mortar 1:4 laid and pointed with gray cement slurry mixed with pigments to match the shade of the stone including curing, rubbing, polishing etc. including chasing the masonry / concrete to the required depth all complete as per specifications.

Item no.20

Providing and laying 6mm thick vetrified/Anti skid ceramic tiles of first quality of(with base rate of 500/- per sqmt) of approved make , size, shade, pattern, finished, etc. for dado in toilet, bathroom, and other areas, with specials such as half tiles, corner, etc. and pointing the joints neatly with sealer/white cement slurry with necessary pigments, finish to line, level and slope as required including the cost of transportation, storage, handling. cutting of ties, curing, pigment, cleaning etc. complete at all elevations as per drawing specifications and as directed by Engineer.

Item no.21

25 mm thick PVC flush door shutters made out of a one piece Multi chamber extruded PVC section of the size of 762 mm X 25 mm or less as per requirement with an average wall thickness of 1 mm (± 0.3 mm). PVC foam end cap of size 23x10 mm are provided on both vertical edges to ensure the overall thickness of 25 mm. M.S. tube having dimensions 19 mm x 19 mm and 1.0 mm (± 0.1 mm) is inserted along the hinge side of the door. Core of the door shutter should be filled with High Density Polyurethane foam. The Top & Bottom edges of the shutter are covered with an end-cap of the size 25 mm X 11 mm. Door shutter shall be reinforced with special polymeric reinforcements as per manufacturer's specification and direction of Engineer-in-charge to take up necessary hardware and fixtures. Stickers indicating the locations of hardware will be pasted at appropriate places.

Item no. 22

Providing and fixing Earthenware Urinal of CERA, HINDWARE, JAQUAR, PARRYWARE make or any other approved make along with CP brass spreader, waste coupling, bottle trap, channel, angle cock, wall flange and connecting pipe, etc. along with all accessories including fixing with screws, making connections etc. so as to render the work complete including cost of transportation, unloading, handling, proper storage, internal shifting, labour charges for fixing in position, fittings & fixtures, tools & tackles etc. all complete as per drawings, specifications and as directed by the Engineer-in-Charge. (Note: For the purpose of payment, only the number of Urinals provided and fixed in position shall be paid.) Item should comply with IS 2556 (Part 6) :1995

Item no.23

Providing and fixing earthen ware glazed European type WC (floor mounted) with seat cover, cistern of minimum 15 litter Capacity and CI chair brackets, P or S trap of make CERA, HINDWARE, JAQUAR, PARRYWARE or any other approved make with a base rate (see note below) of Rs. 8500/- along with all accessories including fittings like GI rag bolts, pan connector etc. so as to render the work complete and making inlet connections, cutting and making good the walls and floors wherever required including cost of transportation, unloading, handling, proper storage, internal shifting, labour charges for fixing in position, fittings & fixtures, tools & tackles etc. all complete as per drawings, manufacturer's specifications and as directed by the Engineer-in-charge. (Note: For the purpose of payment, only the number of water closets provided and fixed in position shall be paid.) Item should comply with IS 2556 (Part 2)

Item no. 24

Providing and fixing CP brass bib cock with flange (Jaquar Continental Model no 047 Or equivalent as directed by Engineer in charge - 15mm nominal bore

Item no. 25

Providing and fixing wall hung type wash basin of sizes 550 mm x 400 mm along with waste coupling, bottle trap, long head pillar cock, angular stop cock and flexible drain pipe for drain with pair of cast iron brackets and painting the brackets with three coats of approved paint along with all accessories of following makes a) Wash basin of CERA/JAQUAR make or any other approved make with a base rate of Rs. 1100/- along with all accessories. b) Pillar cock of CERA/JAQUAR make or any other approved make with a base rate of Rs. 800/- along with all accessories. c) Bottle trap of CERA/JAQUAR make or any other approved make with a base rate of Rs. 850/- along with all accessories. d) Waste coupling of CERA/JAQUAR make or any other approved make with a base rate of Rs. 225/- along with all accessories. e) Angular stop cock with wall flange of CERA/JAQUAR make or any other approved make with a base rate of Rs. 650/- along with all accessories. f) 600mm length flexible hose of CERA/JAQUAR make or any other approved make with a base rate of Rs. 150/- along with all accessories. etc. complete and as per direction of Engineer in charge.

Item no.26

Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453x357 mm

Item no. 27.1

Providing and fixing 15 mm nominal outer dia Pipes Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

Item no. 27.2

Providing and fixing 25 mm nominal outer dia Pipes Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

Item no.27.3

Providing and fixing 40 mm nominal outer dia 6 Kg/Cm² Pipes Polyvinyl Chloride (PVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

Item no. 27.4

Providing and fixing 65mm nominal outer dia 6 Kg/Cm² Pipes Polyvinyl Chloride (PVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

Item no. 27.5

Providing and fixing 100 mm nominal outer dia 6 Kg/Cm² Pipes Polyvinyl Chloride (PVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.

Item no. 28

Providing and placing on terrace 6 layered polyethylene water storage tank (1000 Litres) , as per IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.

Item no. 29.1

Providing and fixing in position Ceiling fan with concealed JB and hook 1200 mm sweep size - 3 blade and its accessories of Orient/ Usha/ Bajaj/Crompton greaves/ Havells make at all heights including testing and commissioning, hook/clamping arrangement including modular type electronic fan regulator etc.

Item no.29.2

Supply, installation and power supply connection of 300 mm metallic exhaust fan sweep size- 300 mm , no. of pole-04 , Capacitor type fan, As per IS-2312 , Fan motor should be totally enclosed type , Standard installation accessories such as frame, legs, rubber clamps & other hardware inclusive in the scope of supply.

Item no. 30.1

Providing and Fixing of the 20 Watt LED Tube light (4feet) complete fitting of Bajaj / Philips make including all light fittings on the wall or on the ceiling as directed by Engineer incharge.

Item no. 30.2

Providing and Fixing of the 10 Watt LED Tube light (2feet) complete fitting of Bajaj / Philips make including all light fittings on the wall or on the ceiling as directed.by Engineer in charge.

Item no. 31.1

Supply and fixing of 5 amp one way modular switch
Item must be of Anchor penta/Havells/Legrand .

Item no.31.2

Supply and fixing of 5 amp modular type socket.
Item must be of Anchor penta/Havells/Legrand .

Item no. 31.3:

3 plate white shade pilot surface ceiling rose Anchor make
Item must be of Anchor penta/Havells/Legrand .

Item no.31.4

15 amp switch and socketed combination
Item must be of Anchor penta/Havells/Legrand .

Item no.32

Supplying and Installation of 3-phase 4-way MCB DB comprising of 1no. 32 Amps 3-Phase 4 pole isolator, 2 nos. 2 pole 30mA sensitivity 25 Amp rating RCCB, 10 Nos 6 Amps single pole MCB of L&T, Siemens, Legrand make. Scope also includes supply of required isolator, MCB's and RCCB.

Item no.33.1 to 33.3

Supply and installation of PVC concealed box in the wall along with modular front plate of different modules. , ISI marked of following modules. It shall be suitable for installation of 5/15 amp switch socket and fan regulator and shall be of same make and model as of supplied switch/socket.

- 10 module
- 12 module
- 18 module

Item no. 34

Supplying and laying in concealed/open manner in the wall, Slab or Flooring for Earthing conductor, Cables, etc. a 25 mm dia 1.8 mm wall thickness Precision make ivory / white / black / grey colour PVC rigid conduit pipe complete with all accessories like Junction Box, bends, elbows, tees, saddles etc. The contractor shall refill the rough Zari or lay cement on the pipes to protect them from damages during the execution of the work. The job includes the laying of the 14/12 SWG G.I. Fish wire so as to enable the drawing of wires at a later date.

Item no. 35

Supply, laying & commissioning of 4 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L&T/Polycab make wires. Laying of these wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.

Item no. 36

Supply, laying & commissioning of 2.5 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L&T/Polycab make wires. Laying of these wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.

Item no. 37

Supply, laying & commissioning of 1.5 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L& T/Polycab make wires. Laying of these wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.

Item no.38

Supply installation of 38mm G.I. pipe earthing station as per IS 3043. The scope includes supply of G.I. pipe, excavation of pit to the required depth in all type of soil, supply and spreading charcoal, salt, back filling the pit with black soil, making chamber, watering & providing of 300mm x 300mm size of RCC cover of 75 MM thick. Excavation, chamber and concrete will be paid in relevant item.

Item no.39

Supplying and laying of 2 x 8 SWG G.I. wire for earthing station by necessary excavation to the depth of 200 mm or fixing on the wall including tools and takles, labour etc complete.

Supplying & fixing inauguration board of approximate size 36" x 24" made of 12mm thick black granite stone, mirror finished polished on one side after encarving of letters in Gujarati / Hindi / English language for about 140 to 160 numbers alphabet of different size 1" to 3" thick, NPCIL logo of size 10" x 10", all-round border and painting the encarved letters / logo / border with best quality golden colour. The details of letters with size will be given by Corporation at appropriate time. The order of stone, encarving and fixing may be required to complete with in very short notice. The rate shall be inclusive of the cost towards all materials, labour, transportation, encarving of letters / logo / border, painting, fixing on wall at suitable place & Size directed by Engineer, making border with cement mortar alround for proper fixing etc. complete.

Item no.40

Supplying and fixing aluminium composite sheet - 3 mm thick of approved size with retroreflective stickers on one side. The stickers shall have navy blue background with white letters /coloured picture or as per direction of Engineer incharge . The size of letters shall be as adjustable to the overall sheet as directed by Engineer.

Item no.41

Providing and laying factory made chamfered edges Cement concrete paver blocks in footpath ,parks ,lawns ,drive ways or light traffic parking etc.of required strength (80 mm THICK ,M-35),thickness&size/shape,made by table vibratory method using PU Mould ,laid in required color&pattern over 50mm thick compacted bed of sand ,compacting and proper embedding/layingof interlocking paver blocks into the sand bedding layer bedding through vibratory compaction by using plate vibrator,filling the joints with sand cutting of paver blocks as per required size and pattern ,finishing and sweeping extra sand .complete all as per direction of engineer -in-charge.

Item no. 42

Providing and laying of Granular sub-base (GSB-II) using close graded material conforming to specifications including mixing in a mechanical mix plant / manually, carriage of mixed material by tippers to work site for all leads & lifts, spreading in uniform layers of specified thickness as directed by EIC with mechanical equipment / manually to be laid on prepared surface and compacting with hand roller / manually as per site conditions to achieve good compaction, complete as per specifications and directions of Engineer-in-Charge (EIC).

- This work shall consist of laying and compacting well graded material on prepared subgrade in accordance with the requirements of these specification. The material shall be laid in one or more layers as base as directed by the Engineer. The material to be used for the work shall be natural sand, murrum, gravel, crushed stone or combination thereof depending upon the grading required. The material shall be free from organic or other deturious constituents and conform GSB Grading-II as per IS 2386

- The base material (GSB-II) of grading specified in the contract shall be spread on the prepared base with help of required tools and tackles as per site conditions and maintaining thickness of layer approved by the Engineer. Immediately thereafter, compaction is to be carried out manually with required tools and tackles.

Granular sub base (GSB-II) shall be measured as finished work in position in cubic meter (CuM).

5.5. ACCEPTANCE CRITERIA:

Contractor has to carried out entire work as per description of items in details of SOQR, in technical specification and execute the work as direction and satisfaction to the engineer in charge of work.

5.6. AREA INCLUDED IN THIS CONTRACT:

Near Shree Gyandeep Vidhyalay at Uchamala ,Tapi ,Gujarat

5.7. Datasheets (if any).

Not applicable

5.8. Education / Technical qualification and relevant work experience of manpower to be engaged.

The contractor shall employ mandatorily one experienced Site Supervisor possessing minimum qualification of diploma holder in civil branch and have 3 years' experience or bachelors in civil engineering with 1 year experience.

5.9. Penalty clauses

As per Special Terms & Conditions of Tender Document.

SECTION-VI

SCHEDULE OF DRAWINGS

1. KAPS 3&4/29720/2204/DD.
2. KAPS 3&4/29720/2203/DD.

Note:

List of tender drawings issued at the time of calling of tenders for this work is given in Section VI of the tender document. These drawings are meant for contractor's guidance only. The Corporation will not entertain any claim for compensation on the score that the details as shown on "Released for Construction" drawings are different from those shown on tender drawings.

"Released for Construction" drawings will be furnished to the Contractor during the progress of the work if any modifications proposed and as further data becomes available, to supplement the tender drawings. These drawings will show all dimensions and clearances of the structures, loadings, where necessary material to be furnished and size of each member, definite location of openings, reinforcing steel details, embedded parts and piping.

"Released for Construction" drawings will be revised and fresh revised copies issued to the Contractor from time to time by the Engineer to adopt them in work to the final designs and to suit the physical conditions encountered during the progress of the works. "Released for construction" drawings issued by the Engineer shall form part of these specifications. Unless otherwise specified, the plans and specifications are intended to include everything obviously requisite and necessary for proper and entire completion of the work and shall be read in conjunctions with the relevant specifications and codes of practice.

THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROTECTED INFORMATION AND THAT THE SALE OF THIS INFORMATIONAL PROPERTY OR DISCLOSURE OF INFORMATION CONTAINED HEREIN TO ANY OTHER PERSON OR ENTITY, WITHOUT THE WRITTEN PERMISSION OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, IS PROHIBITED. ANY DISCLOSURE OF INFORMATION CONTAINED HEREIN, IN WHOLE OR IN PART, TO ANY OTHER PERSON OR ENTITY, WITHOUT THE WRITTEN PERMISSION OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, IS PROHIBITED. ANY DISCLOSURE OF INFORMATION CONTAINED HEREIN, IN WHOLE OR IN PART, TO ANY OTHER PERSON OR ENTITY, WITHOUT THE WRITTEN PERMISSION OF THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, IS PROHIBITED.

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FORMATS OF VARIOUS CONTRACTUAL DOCUMENTS

1. PROFORMA BANK GUARANTEE IN LIEU OF BID SECURITY (Not Applicable)

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

Ref.....

Date.....

Bank Guarantee No.....

To NUCLEAR POWER CORPORATION OF INDIA LTD

Dear Sir,

In accordance with your Notice Inviting Tender for _____ under your tender No _____ dated _____ M/s _____ (hereinafter called the Tenderer) with following directors on their Board of Directors/Partners of the firm.

1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Wish to participate in the said tender for the following:

1 _____

2 _____

3 _____

Whereas it is a condition in the tender documents that the tenderer has to deposit Bid Security with respect to the tender, with Nuclear Power Corporation of India Ltd (hereinafter referred to as "Corporation") amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalized bank irrevocable and operative till 28 days after the validity of the offer. (i.e. 120 days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Bid Security and has offered to furnish a Bank Guarantee for a sum of Rs..... to the Corporation for the purpose of securing exemption from the deposit of Bid Security.

- 1 NOW THEREFORE, we the..... Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at..... (Hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the Corporation, the amount of Rs..... (Rupees.....) to the Nuclear Power Corporation of India Ltd without any demur, reservation or recourse.
- 2 We, the aforesaid Bank, further agree that the Corporation shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender 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 the extent of the bid security required to be deposited by the Tenderer in respect of the said Tender document and the decision of the Corporation that the Tenderer 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 shall be final and binding on us.

- 3 We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the Corporation and change in the constitution, liquidation or dissolution of the Tenderer, shall not discharge our liability guaranteed herein.
- 4 It is further declared that 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 shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealised under the Guarantee.
- 5 The right of the Corporation to recover the said amount of Rs.....(Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
- 6 Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs..... (Rupees.....) and our guarantee shall remain in force up to..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date.....

Place.....

(Signature)_____

(Printed Name) _____

(Designation)_____

(Bank's Common seal)_____

(Authorisation No.) _____

In the presence of:

Witness

1) _____

2) _____

Accepted

(Signature of the Officer)

For and on behalf of the Nuclear Power Corporation of India Ltd.

+++++

2. PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT
(Performance Guarantee / Retention money)
IN INDIVIDUAL CONTRACT (ON NON-JUDICIAL STAMP PAPER)

To

Nuclear Power Corporation of India Ltd.

In consideration of the Nuclear Power Corporation of India Ltd..... Atomic Power Project) having its registered Office at..... (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... *..... work of.....(hereinafter called the said Contract) to accept a Deed of Guarantee as herein provided for Rs.....(Rupees.....only) from a Scheduled commercial bank in lieu of the (Performance guarantee to be submitted by the Contractor /retention money deducted from the Contractor's bills) for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract.

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 Rs..... (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
*Refer note at the end of the proforma. breaches and as to the amount or amount 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.
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 90 (Ninety) days from the date of expiry of the Defects Liability Period as provided in the said Contract, i.e. (Date) or from the date of cancellation of 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 unrealised.
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 _____

Authorisation 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).

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3. PROFORMA OF BANK GUARANTEE TO SECURE A LUMP SUM ADVANCE

(On Non-Judicial Stamp Paper of Appropriate Value)

To

Nuclear Power Corporation of India Ltd.

.....

1. In consideration of the Nuclear Power Corporation of India Ltd. (..... Atomic Power Project) having its registered Office at..... (Hereinafter called "the Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of Award Letter No. Dated..... Issued by Owner which has been unequivocally accepted by. *.....in connection with the work of "..." Tender No..... (Hereinafter called "the said Contract") to make at the request of the Contractor a lump sum advance of Rs..... (Rupees..... only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Owner. We..... Bank incorporated under.....and having one of our branches at..... (Hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Owner of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with interest Thereon as aforesaid is not fully recovered by the Owner, We ... Bank hereby unconditionally and irrevocably undertake to pay to the Owner on demand and without demur to the extent of the said sum of Rs..... (Rupees.....only) On any claim made by the Owner on us for the loss or damage caused to or Suffered by the Owner by reason of the Owner not being able to recover in full the Said sum of Rs..... (Rupees.....only) with interest as aforesaid.
2. We ... Bank; further agree that the Owner shall be the sole Judge of and as to whether the said Contractor has not utilized the said Advance or any part thereof for the purpose of the contract and the extent Of loss or damage caused to or suffered by the Owner on account of the said Advance together with interest not being recovered in full and the Decision of the Owner that the said Contractor has not utilized the said Advance or *Refer note at the end of the proforma Any part thereof for the purpose of the Contract and as to the amount or Amounts of loss or damage caused to or suffered by the Owner shall be final and Binding on us.
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 said advance with interest has been fully recovered and its claims satisfied or discharged and till Owner certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed work schedule) i.e. up to and inclusive of..... (Date) unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of the said period i.e..... (Date) 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 Owner 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 the advance 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 the advance available to the owner and this said bank shall not be released from its liability under these presents by any exercise by the Owner of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance act or omission on the part of the Owner or any indulgence by the Owner to the said Contractor on of 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 Owner 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 Owner 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 Owner 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.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs ... (Rupees.....Only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force up to.....

Dated thisday of.....20...

In presence of _____ for and on behalf of (the Bank)

WITNESS

1 _____

Signature _____

2 _____

Name & Designation _____

Authorisation No _____

Seal of the Bank _____

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 ofcarrying 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.....

(i) Shri S/o.....

***For Companies**

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

4. FORM OF HYPOTHECATION DEED**(ON NON-JUDICIAL STAMP PAPER ON APPROPRIATE VALUE)**

THE INDENTURE made thisday of20.....BETWEEN of the one part (herein after called 'Contractor') and Nuclear Power Corporation of India Ltd. (..... Atomic Power Project/ Station) hereinafter called " the Corporation" which expression shall unless the context requires otherwise include his successors and assigns of the other part:

WHEREAS under sub-clause 12.1 of the General Conditions of Contract relating to the terms and conditions of its Award letter No.....datedwhich have been unequivocally accepted by the Contractor, the Contractor has applied to the Corporation for a loan of Rs..... (Rupees)Only) for plant and equipment described in the Schedule here to specifically acquired by the Contractor for the works and brought to site.

AND WHEREAS one of the conditions on which the said loan of Rs...../- granted by the Corporation to the Contractor is that the Contractor shall hypothecate the plant and equipment described in the Schedule hereto in favour of the Corporation as security for the due repayment of the said loan.

AND WHEREAS the Contractor has represented that he is the Owner of the plant and equipment described in the Schedule hereto and the same is free from encumbrances.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the premises the Contractor do hereby hypothecate, assign and transfer to the Corporation the Plant and equipment described in the Schedule hereto the intent that the same shall remain and form security for repayment to the Corporation of the said loan of Rs..... together with the interest thereon at.... % per annum.

1. The Contractor hereby agrees, declares and covenants with the Corporation as follows: -

- (a) The Contractor shall repay to the Corporation the said loan of Rs..... (Rupees..... Only) together with interest thereon as aforesaid by and agrees that the said loan be recovered by the Corporation by making deductions in the manner provided in sub-clause 12.1 of the General Conditions of Contract and other conditions of the Award letter from the claims made by the Contractor against the Corporation of "on account payment". NUCLEAR POWER CORPORATION OF INDIA LIMITED (NPCIL)

- (b) The Contractor has paid in full the purchase price of the Plant & Equipment described in the Schedule hereto and each and every one of them and that the same are the absolute property of the Contractor and that the same have not been sold, pledged, mortgaged or transferred or in any way dealt with by the Contractor.
- (c) So long as any amount remains payable to the Corporation by the Contractor in respect of the said loan of Rs. _____ the Contractor shall not sell, pledge, hypothecate, transfer, part with or in any way deal with the Plant and Equipment described in the Schedule hereto.
- (d) If the said loan of Rs. _____ shall not be repaid by the Contractor or recovered in the manner described above by the saidday of due to any reasons whatsoever or the said Contract has been determined earlier or cancelled or if the Contractor shall sell, pledge, mortgage, transfer, part with or in any way deal with the said plant and equipment or any part thereof or the Contractor or any of the partners is adjudged insolvent or the Contractor is to be wound up or makes any composition or arrangement with its creditors or the Contractor shall commit breach of any of the terms and conditions or covenants as herein contained or if any of the said plant and equipment or if any other property whatsoever belonging to the Contractor has been sold or attached for a period of not less than 21 days in execution of the decree of any court for payment of money, the whole of the said loan of Rs..... or such part thereof as may remained unpaid or un-recovered together with interest thereon shall forthwith become due and payable.
- (e) The Corporation may on the happening of any of the events mentioned in the preceding clause (d) or in the event of the said loan or any part thereof becoming due and payable and has not been paid or recovered or cannot be recovered as provided in the said conditions, seize and take possession of the said plant and equipment (and either remain in possession thereof without removing the same or else may remove the same) and sell the said plant and equipment or any of them either by public auction or private contract and may out of the sale proceeds retain the balance of the said loan and interest thereon remaining unpaid and un-recovered and all costs, charges and expenses and payments incurred or made in maintaining, defending or protecting the rights of the Corporation hereunder and shall pay over the surplus, if any, to the Contractor.
- (f) The Contractor shall at all times during the continuance of the security and at the expense of the Contractor insure and keep insured and plant and equipment described in the Schedule hereto for the value thereof in the joint names of the Contractor and the Corporation with an insurance company to be approved by the Engineer-in-charge against the risk of loss or damage from whatever cause arising other than the Excepted Risks not covered under the insurance. During the continuance of the security the Contractor shall pay all premia and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premia paid shall be deposited with the Engineer-in-charge. The Contractor shall assign all his rights, title and interest in the policy to the Corporation.
- (g) The Contractor shall not permit or suffer the said plant and equipment or any part thereof to be destroyed or damaged or used or to be used or to deteriorate in a greater degree than it would deteriorate by reasonable wear and tear thereof in the performance of the Contract.
- (h) In the event of any damage or loss happening to the said plant and equipment or any part thereof from whatever cause other than the Excepted Risk [not covered under insurance] the Contractor shall forthwith have the same repaired or replaced as the case may be or arrange for payment of the entire amount recovered or to be recovered from the insurance company to the Corporation towards the payment of the said loan of Rs.....

- 2 Upon repayment or recovery in full of the amount secured on account of this hypothecation deed the said plant and equipment secured hereunder shall stand released from hypothecation but this is without prejudice to the right of the Corporation under any other conditions of the Contract.

SCHEDULE ABOVE REFERRED TO

Sr. No.	Particulars of Plant and Equipment	Nos.	Purchase price / considered reasonable by Engineer-in-Charge	Total price	Advance (75% of Col.5)
1	2	3	4	5	6

IN WITNESS WHEREOF the parties hereto have executed these presents on the day and your first above written

Signed and delivered
by the within named

Signed by Shri _____
(Name and Designation)
Nuclear Power Corporation of India Ltd.,
(_____ Atomic Power Project)

In the presence of:

(1) _____
(2) _____

(1) _____
(2) _____

*NOTES

*For Proprietary Concerns

Shri _____ son of _____ resident of _____ carrying on business under the name and Style of _____ at _____ (hereinafter 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 at in the State of..... (Hereinafter called "the said Contractor" which said Contractor" which expression shall unless the context requires otherwise include its administrators, successors and assigns).

5. FORMAT FOR AGREEMENT

AGREEMENT NO- KAPS/CTC/_____/_____/_____/_____
 AGREEMENT FOR THE WORK OF “_____.” Agreement made this day _____
 between the Nuclear power Corporation of India limited, (A government of India enterprise), acting
 through the _____, **KAPS/KAPP** (hereinafter called the Corporation) of the one part and
M/s_____, (hereinafter referred to as the contractor) of the other part.

Whereas the aforesaid **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. _____ Dated _____.

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 follows:

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 and 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.

In witness whereof Mr. / Mrs. _____ the contractor and Mr. / Mrs. _____
 for and behalf of the Corporation, have hereunto affixed their seals and signatures the day,
 month and year here in above written.

Witness: Name & Signature	(_____) Signature of the Contractor For and on behalf of M/s
Witness: Name & Signature	(_____) _____, KAPS/KAPP For and on behalf of NPCIL

6. FORMAT FOR ‘HINDRANCE REGISTER

Sr. No	Nature of hindrance	Date of occurrence	Date of removal	Period of hindrance	Overlap ping period if any	Net extension	Dated sign of Contractor with name	Dated sign of Engr. with name	Remarks

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7. **DISPUTES RESOLUTION BOARD AGREEMENT**

THIS AGREEMENT made and entered into this Day of20
Between (“the Corporation”) and (“The Contractor”), and the
Disputes resolution Board (“the Board”) consisting of three Board Members,

- (1)
- (2)
- (3)

WITNESSETH, that

WHEREAS, the Corporation and the Contractor have contracted for the construction of the
..... (Project name) (The “Contract”)
and WHEREAS, the contract provides for the establishment and operation of the Board NOW
THEREFORE, the parties hereto agree as follows:

1. The parties agree to the establishment and operation of the Board in accordance with this Board Agreement.
2. Except for providing the services required hereunder, the Board Members should not give any advice to either party concerning conduct of the Works.

The Board Members:

- (a) Shall have no financial interest in any party to the contract, or a financial interest in the contract, except for payment for services on the Board.
 - (b) Shall have had no previous employment by, or financial ties to, any party to the contract, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the Board.
 - (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any and all recent or close professional or personal or personal relationships with any director, officer, or employee of any party to the contract, and any and all prior involvement in the project to which the contract relates;
 - (d) Shall not, while a Board Member, be employed whether as a consultant or otherwise by either party to the contract, except as a Board Member.
 - (e) Shall not, while a Board Member, engage in discussion or make any agreement with any party to the contract, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a Board Member is completed;
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Corporation, the Contractor, and one another any fact or circumstances which might be such to cause either the Corporation or the Contractor to question the continued existence of the impartiality and independence required of Board Members.
3. Except for its participation in the Board’s activities as provided in the contract and in this Agreement none of the Employer, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer or the Contractor to question the continued existence of the impartiality and independence required of Board Members.

4. The Contractor shall:

- a) Furnish to each Board Members one copy of all documents which the Board may request including contract documents, progress reports, variation orders, and other documents, pertinent to the performance of the Contract.
- b) In co-operation with the Employer, co-ordinate the Site visits of the Board, including conference facilities, and secretarial and copying services.

5. The Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the Board's issuance of its Recommendations on all disputes referred to it.
6. Board Member shall not assign or subcontract any of their work under this Agreement.
7. The Board Members are independent and not employees or agents of either the Employer or the Contractor.
8. The Board Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the Board.
9. Fees and expenses of the Board Member[s] shall be agreed to and shared equally by the Employer and the Contractor. If the Board requires special services, such as accounting, data research, and the like, both parties must agree and the costs shall be shared by them as mutually agreed.
10. **Board Site visits:**
 - a) The Board shall visit the Site and meet with representatives of the Employer and the Contractor and at regular intervals, at times of critical construction events, and at the written request of either party. The timing of Site visit, failing agreement shall be fixed by the Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the works followed by an inspection of the works, both attended by personnel from the Employer, the Contractor.
 - c) If requested by either party or the Board, the Employer will prepare minutes of the meetings and circulate them for comments of the parties.
11. Procedure for disputes referred to the Board:
 - a) If either party objects to any action or inaction of the other party, the objecting party may file a written Notice of Dispute to the other party stating that it is given pursuant to relevant clause and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the Board either party may refer the dispute to the Board by written Request for Recommendation to the Board, and the other party stating that it is made pursuant to relevant Clause.
 - d) The Request for recommendation shall state clearly and in full detail the specific issues of the dispute to be considered by the Board.
 - e) When a dispute is referred to the Board, and the Board is satisfied that the dispute requires the Board's assistance, the Board shall decide when to conduct a hearing on the dispute. The Board may request that written documentation and arguments from both parties be submitted to each Board Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
 - f) During the hearing, the Contractor and the Employer, shall each have ample opportunity to be heard and to offer evidence. The Board's Recommendations for resolution of the dispute will be given in writing, to the Employer and the Contractor as soon as possible, and in any event not more than 28 days after the Board's final hearing on the dispute.

12. Conduct of Hearings:

- a) Normally hearing will be conducted at the Site, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilised by the Board. Private Sessions of the Board may be held at any location convenient to the Board.
 - b) The Employer and the Contractor shall have representatives at all hearings.
 - c) During the hearings, no Board Member shall express any opinion concerning the merit of any facet of the case.
 - d) After the hearing is concluded, the Board shall meet privately to formulate its Recommendations. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties. The Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and the facts and circumstances involved in the dispute. The Board shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member may prepare a written minority report for submission to both parties.
13. If during the contract period, the Corporation and the Contractor are of the opinion that the Dispute Resolution Board is not performing its functions properly; the Corporation and the Contractor may together disband the Disputes Resolution Board. In such an event, the disputes shall refer to Arbitration straightaway.
- The Corporation and the Contractor shall jointly sign a notice specifying that the Board shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.

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8. FORMAT FOR COMPLETION CERTIFICATE

Ref. _____

Date: _____

COMPLETION CERTIFICATE

Name of Work:

Tender No.:

W.O. No. & date:

Name of Contractor:

Estimated Amount:

Work Order value:

Completion Value:

Escalation Value:

Date of Start of work:

Stipulated Date of Completion:

Actual Date of Completion:

Amount of Security Deposits:

Certified that the work has been completed in all respect as per the specification.

(Signature of Engineer-In-Charge)

Seal

SECTION – VII

SCHEDULES OF QUANTITIES AND RATES (PRICE BID)

Name of Work	:	Construction of Library near Shree Gyandeeep Vidhyalay at Uchamala under CSR of NPCIL (Kakrapar Gujarat Site).
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Tender No.: KAPS/CMM-W/COMMON/EMG/2026/ET/1726

NAME OF THE CONTRACTOR	
------------------------	--

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
1	Earth work excavation for foundations, plinth beams, trenches, pipe lines, inspection chambers, etc. in all types of soils, mixture of gravel and disintegrated soft rock below ground level upto a depth of 2.0 meters including shoring, strutting, bailing and pumping of water, leveling and ramming the bottom of excavation, refilling with selected excavated materials in the sides of foundations in layers and consolidating and disposing the surplus earth at places as directed within a lead of 500 meters.	CuM	450.00		
2	Providing and filling murrum/selected yellow soil below plinth including spreading it in uniform layers of 150 mm thick and watering, ramming, consolidating etc. all complete as per specifications. Selected material (yellow soil or murrum) from approved source shall be Excavated, Collected and Transported from land with any lead at contractor's cost etc. complete. Note : Cost includes payment for using land to land owner for making excavation and taking material.	CuM	1250.00		
3	Earth work excavation for foundations, plinth beams, trenches, pipe lines, inspection chambers, etc. in all types of hard rock by using mechanical equipments like JCB machine, compressor etc. below ground level upto a depth of 2.0 meters including drilling of holes, breaking of rocks, leveling the bottom of excavation, stacking of hard excavated rocks and disposing the same at places as directed within a lead of 500 meters. Note:- 1)	CuM	60.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	Blasting will not be permitted 2)40% voids will be deducted from the stack measurement for making actual payment for this item.				
4	Providing and laying cement concrete of 1:2:4 using 20 mm maximum size aggregate including mixing, transporting, ramming, compaction, leveling, formwork, curing, dewatering if required etc. complete as per specifications for leveling course in foundations for column footings, rafts, plinth beams, trenches, under floor etc. complete.	CuM	95.00		
5	Providing and casting in situ RCC of grade 1:1.5:3 using stone of maximum size 20 mm and below down graded aggregates including scaffolding, mixing, transporting, placing at all lifts, vibrating, consolidating, curing and finishing smooth all exposed faces for all in situ items as per drawings and specifications. (The rate quoted shall be exclusive of reinforcement but inclusive of formwork) NOTE : (i) Any upward variation in cement consumption to achieve 1:1.5:3 grade shall not be paid.	CuM	480.00		
6	Providing, straightening, decoiling wherever necessary bending, cutting, binding and fixing in position steel reinforcement TMT bars of Fe500D or Fe550D grade steel conforming to IS:1786 - TATA / SAIL / VIZAG / JINDAL make' and tying with approved annealed binding wire of 1.6mm dia in all reinforced cement concrete work at all lifts including cost of supplying and fixing the spacer/cover blocks (As per Drawing) in cement mortar 1:2 and binding wire complete all as per specification and as directed by Engineer-in-Charge at all lifts. Note: The rate shall be including the cost of reinforcement steel. The reinforcement steel will be procured from dealers with a test certificate as approved by the department.	MT	30.00		
7	Providing, fabricating, erection / fixing of MS Plates, Flat, Angle, Sq. bar, Pipes, base plates, foundation bolts etc. for truss, purlins, Grill for Windows, Railing, flagposts, truss etc. including fixing the position as per drawings & specification including necessary bolts and nuts of suitable diameter as directed by EIC for fixing of truss/purlins, painting with two coats of synthetic	MT	5.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	enamel paint from M/s. Asian Paints APCOLITE Brand over a coat of red oxide primer . Item also includes cost of paints, primer, labour, materials, scaffolding etc. complete.Structural steel shall be procured by the contractor conforming to relevant IS codes and manufactured by M/s SAIL/TATA/VIZAG/JINDAL only.				
8	Providing and constructing Brick masonry using well burnt table moulded clay bricks in cement mortar 1:6 in foundation, basement up to plinth and steps including scaffolding, curing, raking out joints etc complete.	CuM	35.00		
9	Providing and constructing Brick masonry using well burnt table moulded clay bricks in cement mortar 1:6 in Super structure above plinth at any height including scaffolding, curing, raking out joints etc complete.	CuM	100.00		
10	Plastering the internal faces of wall of brick work/concrete at all elevation in cement mortar 1:4, 10 mm thick finished to have a smooth and even surface including scaffolding, curing, forming grooves wherever necessary and as approved by Engineer.	SqM	800.00		
11	Plastering the internal faces of ceiling of concrete roof/slab at all elevation in cement mortar 1:4, 12 mm thick finished to have a smooth and even surface including hacking, preparing surface, scaffolding, curing, forming grooves wherever necessary etc. all complete.	SqM	470.00		
12	Providing 20 mm thick sand faced plaster laid in two coats consisting of top coat of 8 mm thick sand faced in cement mortar 1:3 over 12 mm thick base coat of cement mortar 1:4 for all the external faces including adding water proofing compound of Dr. FIXIT PIDILITE powder/ROFF/zycoprime plus at the rate specified by manufacturer, providing necessary grooves as per drawing and specifications, curing, scaffolding etc. complete.	SqM	370.00		
13	Providing and applying Acrylic washable distemper paint two coats over a coat of primer (water thin able) of approved make and shade from Acrylic Tractor distemper of Asian Paints/ Bison Acrylic Distemper of Berger Paints/ ICI Maxilite Acrylic distemper of ICI Dulux over the	SqM	840.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	new walls / Ceiling. Item includes removing left out mortar dropping etc. thoroughly by scrapping, carrying out minor repairs including sealing cracks with cement or putty as instructed by Engineer, preparation of surface, making the surface smooth by sand paper etc., applying one coat of acrylic putty of approved brand, scaffolding; cleaning of dirt; wherever required etc. complete. Protecting with abro tape & cleaning doors, windows, ventilators, etc. after completion of work. Item also includes cost of all materials, labour, tools and tackles etc. complete. All material shall be applied as per manufacturer's specification.				
14	Providing and applying two coats of approved external emulsion paint over one coat of acrylic exterior primer on new surface to give an even shade with Exterior Emulsion paint of Asian Paints make APEX / Berger make WEATHER COATS / Nerolac make excel and of approved shade including preparing the surface by making good the damaged and rough surface smooth, minor repairs, sealing of cracks with cement slurry/ Cement mortar , cleaning of doors, windows, ventilators, washing the surroundings after completion of work including cost of all materials, scaffolding, labour etc. complete as per Manufacturer's specification and as approved by the Engineer. No multiplication factor will be considered for measurement against paint applied on sand faced plaster for payment purpose. Only plain painted surface area shall be measured.	SqM	700.00		
15	Providing two coats of synthetic enamel paint of approved make from ASIAN PAINTS - APCOLITE PREMIUM GLOSS ENAMEL / BERGER PAINTS - LUXOL HI GLOSS SYNTHETIC ENEMAL / ICI DULUX / NEROLAC PAINTS and shade over concrete / plastered surface etc. including scaffolding, making good the damaged surfaces, minor repairs including a layer of Putty from PIDILITE/ASIAN/BERGER to have a even and smooth surface, cleaning of dirt, removal of oil paint etc. wherever required preparation of surfaces including sand papering, cleaning etc., complete including cost of all materials, labour,	SqM	150.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	etc. Item includes one coat of primer of compatible brand.				
16	Supply and fixing of Aluminium work for doors, windows, ventilators, grills and partitions with extruded built up standard tubular sections/ appropriate Z sections and other sections of approved make fixed with rawl plugs and screws or with fixing clips, or with expansion hold fasts including necessary fittings and filling up of gaps at junctions, at top, bottom and sides with required PVC/neoprene gaskets etc. Aluminium sections shall be smooth, rust free, straight, mitred 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 specifications and the directions of Engineer-in-charge.	Kg	1440.00		
17	Providing and fixing solid core flush door shutter 30 mm thick single leaf with water proof ply solid block board, bonded with phenol formaldehyde and internally leaped with teak wood for various structural opening confirming to IS: 2202 (Part:1) of CENTURY / Kit ply / Green Ecotech / Anchor / Archid Ply including cost of fixture and fittings like 16 mm dia ss aldrop, 4 " long ss hinges, 2 nos door SS handles and 6 " long MS tower bolt , including painting one coat of primer and two coats of SE paint of approved shade manufactured by M/s. Asian paints Apcolite brand as per drawings and specifications.	SqM	8.00		
18	Supply and fixing of glazing with plain glass panels of 5.0 mm thickness in aluminium door, window, ventilator, shutters and partitions etc.with EPDM rubber / neoprene gasket etc. complete as per the architectural drawings and the directions of engineer-in-charge .	SqM	91.00		
19	Providing and laying 18 mm thick Polished Marble stone (+/- 2mm variation is permissible) for flooring & dadoing over 20 mm thick base of cement mortar 1:4 laid and pointed with gray cement slurry mixed with pigments to match the shade of the stone including curing, rubbing, polishing etc. including chasing the masonry /	SqM	37.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	concrete to the required depth all complete as per specifications.				
20	Providing and laying 6mm thick vetrified/Anti skid ceramic tiles of first quality of(with base rate of 500/- per sqmt) of approved make , size, shade, pattern, finished, etc. for dado in toilet, bathroom, and other areas, with specials such as half tiles, corner, etc. and pointing the joints neatly with sealer/white cement slurry with necessary pigments, finish to line, level and slope as required including the cost of transportation, storage, handling. cutting of ties, curing, pigment, cleaning etc. complete at all elevations as per drawing specifications and as directed by Engineer.	SqM	305.00		
21	25 mm thick PVC flush door shutters made out of a one piece Multi chamber extruded PVC section of the size of 762 mm X 25 mm or less as per requirement with an average wall thickness of 1 mm (± 0.3 mm). PVC foam end cap of size 23x10 mm are provided on both vertical edges to ensure the overall thickness of 25 mm. M.S. tube having dimensions 19 mm x 19 mm and 1.0 mm (± 0.1 mm) is inserted along the hinge side of the door. Core of the door shutter should be filled with High Density Polyurethane foam. The Top & Bottom edges of the shutter are covered with an end-cap of the size 25 mm X 11 mm. Door shutter shall be reinforced with special polymeric reinforcements as per manufacturer's specification and direction of Engineer-in-charge to take up necessary hardware and fixtures. Stickers indicating the locations of hardware will be pasted at appropriate places.	SqM	5.00		
22	Providing and fixing Earthenware Urinal of CERA, HINDWARE, JAQUAR, PARRYWARE make or any other approved make along with CP brass spreader, waste coupling, bottle trap, channel, angle cock, wall flange and connecting pipe, etc. along with all accessories including fixing with screws, making connections etc. so as to render the work complete including cost of transportation, unloading, handling, proper storage, internal shifting, labour charges for	No	3.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	fixing in position, fittings & fixtures, tools & tackles etc. all complete as per drawings, specifications and as directed by the Engineer-in-Charge. (Note: For the purpose of payment, only the number of Urinals provided and fixed in position shall be paid.).Item should comply with IS 2556 (Part 6) :1995				
23	Providing and fixing earthen ware glazed European type WC (floor mounted) with seat cover, cistern of minimum 15 litter Capacity and CI chair brackets, P or S trap of make CERA, HINDWARE, JAQUAR, PARRYWARE or any other approved make with a base rate (see note below) of Rs. 8500/- along with all accessories including fittings like GI rag bolts, pan connector etc. so as to render the work complete and making inlet connections, cutting and making good the walls and floors wherever required including cost of transportation, unloading, handling, proper storage, internal shifting, labour charges for fixing in position, fittings & fixtures, tools & tackles etc. all complete as per drawings, manufacturer's specifications and as directed by the Engineer-in-charge. (Note: For the purpose of payment, only the number of water closets provided and fixed in position shall be paid.)Item should comply with IS 2556 (Part 2)	No	3.00		
24	Providing and fixing CP brass bib cock with flange (Jaquar Continental Model no 047 Or equivalent as directed by Engineer in charge - 15mm nominal bore	No	2.00		
25	Providing and fixing wall hung type wash basin of sizes 550 mm x 400 mm along with waste coupling, bottle trap, long head pillar cock, angular stop cock and flexible drain pipe for drain with pair of cast iron brackets and painting the brackets with three coats of approved paint along with all accessories of following makes a) Wash basin of CERA/JAQUAR make or any other approved make with a base rate of Rs. 1100/- along with all accessories. b) Pillar cock of CERA/JAQUAR make or any other approved make with a base rate of Rs. 800/ along with all accessories. c) Bottle trap of	No	2.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	CERA/JAUQUAR make or any other approved make with a base rate of Rs. 850/- along with all accessories. d) Waste coupling of CERA/JAUQUAR make or any other approved make with a base rate of Rs. 225/- along with all accessories. e) Angular stop cock with wall flange of CERA/JAUQUAR make or any other approved make with a base rate of Rs. 650/- along with all accessories. f) 600mm length flexible hose of CERA/JAUQUAR make or any other approved make with a base rate or Rs. 150/- along with all accessories. etc. complete.and as per direction of Engineer in charge.				
26	Providing and fixing mirror of superior glass (of approved quality) and of required shape and size with plastic moulded frame of approved make and shade with 6 mm thick hard board backing : Rectangular shape 453x357 mm	No	2.00		
27.1	Providing and fixing 15 mm nominal outer dia Pipes Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	RM	12.00		
27.2	Providing and fixing 25 mm nominal outer dia Pipes Chlorinated Polyvinyl Chloride (CPVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	RM	18.00		
27.3	Providing and fixing 40 mm nominal outer dia 6 Kg/Cm² Pipes Polyvinyl Chloride (PVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	RM	12.00		
27.4	Providing and fixing 65mm nominal outer dia 6 Kg/Cm² Pipes Polyvinyl Chloride (PVC) pipes,	RM	18.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.				
27.5	Providing and fixing 100 mm nominal outer dia 6 Kg/Cm2 Pipes Polyvinyl Chloride (PVC) pipes, having thermal stability for hot & cold water supply including all CPVC plain & brass threaded fittings This includes jointing of pipes & fittings with one step CPVC solvent cement, trenching, refilling & testing of joints complete as per direction of Engineer in Charge.	RM	6.00		
28	Providing and placing on terrace 6 layered polyethylene water storage tank (1000 Litres) , as per IS : 12701 marked, with cover and suitable locking arrangement and making necessary holes for inlet, outlet and overflow pipes but without fittings and the base support for tank.	No	1.00		
29.1	Providing and fixing in position Ceiling fan with concealed JB and hook 1200 mm sweep size - 3 blade and its accessories of Orient/ Usha/ Bajaj/Crompton greaves/ Havells make at all heights including testing and comissioning, hook/clamping arragement including modular type electronic fan regulator etc.	No	30.00		
29.2	Supply, installation and power supply connection of 300 mm metallic exhaust fan sweep size-300 mm , no. of pole-04 , Capacitor type fan, As per IS-2312 , Fan motor should be totally enclosed type , Standard installation accessories such as frame, legs, rubber clamps & other hardware inclusive in the scope of supply.	No.	5.00		
30.1	Providing and Fixing of the 20 Watt LED Tube light (4feet) complete fitting of Bajaj / Philips make including all light fittings on the wall or on the ceiling as directed by Engineer incharge.	No	75.00		
30.2	Providing and Fixing of the 10 Watt LED Tube light (2feet) complete fitting of Bajaj / Philips make including all light fittings on the wall or on the ceiling as directed.by Engineer incharge.	No	5.00		
31.1	Supply and fixing of 5 amp one way modular switch	No	140.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
31.2	Supply and fixing of 5 amp modular type socket.	No	22.00		
31.3	3 plate white shade pilot surface ceiling rose Anchor make	No	118.00		
31.4	15 amp switch and socketed combination	No	2.00		
32	Supplying and Installation of 3-phase 4-way MCB DB comprising of 1no. 32 Amps 3-Phase 4 pole isolator, 2 nos. 2 pole 30mA sensitivity 25 Amp rating RCCB, 10 Nos 6 Amps single pole MCB of L&T, siemens, Legrand make. Scope also includes supply of required isolator, MCB's and RCCB.	No	1.00		
33	Supply and installation of PVC concealed box in the wall along with modular front plate of different modules. , ISI marked of following modules. It shall be suitable for installation of 5/15 amp switch socket and fan regulator and shall be of same make and model as of supplied switch/socket .				
33.1	10 module	No	1.00		
33.2	12 module	No	4.00		
33.3	18 module	No	10.00		
34	Supplying and laying in concealed/open manner in the wall, Slab or Flooring for Earthing conductor, Cables, etc. a 25 mm dia 1.8 mm wall thickness Precision make ivory / white / black / grey colour PVC rigid conduit pipe complete with all accessories like Junction Box, bends, elbows, tees, saddles etc. The contractor shall refill the rough Zari or lay cement on the pipes to protect them from damages during the execution of the work. The job includes the laying of the 14/12 SWG G.I. Fish wire so as to enable the drawing of wires at a later date.	RM	384.00		
35	Supply, laying & commissioning of 4 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L&T/Polycab make wires. Laying of these wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.	RM	120.00		
36	Supply, laying & commissioning of 2.5 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L&T/Polycab make wires. Laying of these	RM	120.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
	wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.				
37	Supply, laying & commissioning of 1.5 sq-mm size copper multistranded conductor of Finolex/RR Kabel/ L& T/Polycab make wires. Laying of these wires in concealed, semi concealed or open conduit manner as directed. Wires shall be supplied & laid as per relevant IS with colour coding like Red for phase, black for neutral & green for earthing.	RM	600.00		
38	Supply installation of 38mm G.I. pipe earthing station as per IS 3043. The scope includes supply of G.I. pipe, excavation of pit to the required depth in all type of soil, supply and spreading charcoal, salt, back filling the pit with black soil, making chamber, watering & providing of 300mm x 300mm size of RCC cover of 75 MM thick. Excavation, chamber and concrete will be paid in relevant item.	No	1.00		
39	Supplying and laying of 2 x 8 SWG G.I. wire for earthing station by necessary excavation to the depth of 200 mm or fixing on the wall including tools and takles, labour etc complete.	RM	15.00		
40	Supplying & fixing inauguration board of approximate size 36" x 24" made of 12mm thick black granite stone , mirror finished polished on one side after encarving of letters in Gujarati / Hindi / English language for about 140 to 160 numbers alphabet of different size 1" to 3" thick, NPCIL logo of size 10" x 10", alround border and painting the encarved letters / logo / border with best quality golden colour. The details of letters with size will be given by Corporation at appropriate time. The order of stone, encarving and fixing may be required to complete with in very short notice. The rate shall be inclusive of the cost towards all materials, labour, transportation, encarving of letters / logo / border, painting, fixing on wall at suitable place & Size directed by Engineer, making border with cement mortar alround for proper fixing etc. complete.	No	1.00		

It No.	Description	Unit	Quantity	Rate Per Unit Quantity Rs. (Inclusive of GST)	Total Amount Rs.
41	Supplying and fixing aluminium composite sheet - 3 mm thick of approved size with retroreflective stickers on one side. The stickers shall have navy blue background with white letters /coloured picture or as per direction of Engineer incharge . The size of letters shall be as adjustable to the overall sheet as directed by Engineer.	SqM	8.00		
42	Providing and laying factory made chamfered edges Cement concrete paver blocks in footpath ,parks ,lawns ,drive ways or light traffic parking etc.of required strength (80 mm THICK ,M-35),thickness&size/shape,made by table vibratory method using PU Mould ,laid in required color&pattern over 50mm thick compacted bed of sand ,compacting and proper embedding/layingof interlocking paver blocks into the sand bedding layer bedding through vibratory compaction by using plate vibrator,filling the joints with sand cutting of paver blocks as per required size and pattern ,finishing and sweeping extra sand .complete all as per direction of engineer -in-charge.	sqm	290.00		
43	Providing and laying of Granular sub-base (GSB-II) using close graded material conforming to specifications including mixing in a mechanical mix plant / manually, carriage of mixed material by tippers to work site for all leads & lifts, spreading in uniform layers of specified thickness as directed by EIC with mechanical equipment / manually to be laid on prepared surface and compacting with hand roller / manually as per site conditions to achieve good compaction, complete as per specifications and directions of Engineer-in-Charge (EIC).	cum	150.00		
Total Amount (Inclusive of GST) Rs.:					
Total Amount in Words:					

Note:

- Above SOQR is for information only. Bidders are required to fill the downloaded excel sheet and same is to be uploaded on web site.
- The 'Schedule of Quantity and Rates' is to be read for the purpose of pricing in conjunction with all sections of tender document.
- The rates are inclusive of all taxes including GST.