



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LTD.
एन.पी.सी.आई.एल. मुख्यालय, मुंबई NPCIL HQ, Mumbai
ई-निविदा आमंत्रण सूचना Notice inviting e-tender

संविदा एवं सामग्री प्रबंधन निदेशालय

Directorate of Contracts & Materials Management

1	निविदा सं. Tender no.	NPCIL/HQ/CMM-WG/91/2025/PT/201
2	कार्यकानाम Name of work	Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar, CMM Building at T V Store Mumbai-94.
3	कार्यकी अनुमानित लागत, समस्त करों सहित Estimated cost of the work Including GST.	Rs. 38433579 /-
4	डाउनलोडिंग के लिए निविदा दस्तावेजों की उपलब्धता की तारीखें Dates of availability of tender documents for downloading	From: 10/4/2025 Up to: 01/05/2025



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

C&MM (WORKS) GROUP

HEAD QUARTER – MUMBAI

Name of Work:

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No.: NPCIL/HQ/CMM-WG/91/2025/PT/201

**NUCLEAR POWER CORPORATION OF INDIA
LIMITED
(A Government of India Enterprise)
C&MM (WORKS) GROUP**

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SECTION – I

NOTICE INVITING e-TENDER

Tender No.: NPCIL/HQ/CMM-WG/91/2025/PT/201

NOTICE INVITING TENDER

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

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

<u>GENERAL DETAILS</u>		
1.	Tender no.	NPCIL/HQ/CMM-WG/91/2025/PT/201
2.	Name of work	Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.
3.	Place of work	Roof top of NUB, Mayur Guest House and Rajhansh Guest House, Anushaktinagar, Mumbai.
4.	Estimated cost of the work inclusive of all taxes	₹ 38433579/-
5.	Bid security	₹ 768,672 /-
6.	Mode of bid security submission	1. Online Payment 2. Credit / Debit Card
7.	Mode of tender	Public Item rate Domestic bidding Two part bid
8.	Completion period	300 days
9.	Tender Fees	Not applicable
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: 10/4/2025 (10:00 Hrs.) Up to: 01/5/2025 (17:00 Hrs.)
12.	Online queries	Last date and time of uploading queries/clarifications on https://etenders.gov.in/eprocure/app From: Date : 10/4/2025 Time 10:00 Hrs. Up to: Date : 15/4/2025 , Time : 17.00 hours
13.	Pre-bid meeting	applicable :on 16/4/2025 in person at anushaktinagar ,mumbai
14.	Submission of bid	Start Date and time of submission of bid Date 18/4/2025 Time: 10.00 Hours Last date and time of submission of bid: Date: 01/5/2025 Time: 17.00 hrs
15.	Opening of Part-I bid of two part tender/opening of single part tender	Date: 02/5/2025 Time: 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	AD((P-PHWR)
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.	edcmm_tender@npcil.co.in
19.	Help Desk	For any technical related queries please call at 24 x 7 Help Desk Number: 0120-4001 002 0120-4001 005

		0120-6277 787 0120-4711 508 Email Support: Technical - (support-eproc@nic.in) Policy Related - (cphp-doe@nic.in) (Enquiry will be entertained only on working days and during office hours)
20.	Contact details of Independent External monitors (IEM) (For tenders of estimated cost of rupees ten crores and above only)	—

(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:

Design, supply, installation, testing and commissioning of Rooftop Solar system including minimum 200KWp capacity on a single building.

1.3.Notes:-

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

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

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

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

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

But if the experience has been earned by the bidder as a partner in a Joint Venture /Consortium, then the proportionate value of experience in proportion to the actual share of bidder in that joint venture/ consortium will be considered against eligibility. The bidder shall furnish information regarding the actual percentage of share and value of experience accordingly.

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

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

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

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

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

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

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

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

- c) Clubbing two or more work orders in one completion certificate shall not be considered for evaluation if individual work order details (completion cost, date etc.) is not indicated in single completion certificate. In such cases, bidders shall submit completion certificate or similar documentary evidence certifying completeness of work issued by client for each individual work order.
- d) Certificate for bill wise payment received by the bidder and their respective TDS amount for works executed duly certified by a practicing Chartered accountant on its letter head with Membership no/FRN and UDIN. The information shall be uploaded in excel sheet (Format-4 of NIT).

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

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

1.3.7 Work executed for foreign/Indian clients abroad:

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

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

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

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

1.3.7.3 The bidder shall get the work order/purchase order/agreement along with bill of quantities and rates and completion certificate or similar documentary evidence certifying

completeness of work issued by the client attested by the Indian Embassy/Consulate / High Commission in the respective country.

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

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

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

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

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

1.3.10 Certificates in the name of other companies:

1.3.10.1 Certificates of Subsidiary/Group Companies:

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

1.3.10.2 Merger/ Acquisition of Companies:

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

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

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

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

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

2.0 Financial criteria:

2.1 Average annual financial turnover:

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

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

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

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

Solvency:

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

OR

Net worth:

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

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

The definition of Net worth for the above criteria shall be:

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

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

OR

Credit Rating:

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

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

OR

Line of Credit:

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

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

2.4 Bid Capacity

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

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

Where,

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

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

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

Ongoing Works also include work under extension.

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

The above financial data (i.e., value of works executed in any one year i.e., annual turnover) will be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum or part thereof calculated from the last date of that financial year. The last date of that financial year shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale/download of tender shall be included for the purpose of calculating escalation.

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

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

2.5 The bidders should note the following:

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

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

2.5.2 There is no need to upload voluminous balance sheet. Further financial details and related supporting documents, if required may be asked from bidder after opening of Part 1 bid.

2.5.3 In case of any mismatch in details of excel sheet and uploaded document, details given in uploaded document certified by CA with seal, signature, membership number/ FRN and UDIN shall be considered for Part-1 evaluation.

3.0 EPF (Employees' Provident Fund) registration:

3.1 The bidder shall possess EPF registration and upload valid EPF registration along with the bid.

3.2 The EPF registration requirement may not be applicable for a few works if the same is

mentioned explicitly in the schedule-A.

4.0 PAN (Permanent Account Number):

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

5.0 ESI (Employee State Insurance) registration -

5.1 The bidder shall possess ESI registration and upload valid ESI registration along with the bid.

5.2 The ESI registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

6.0 Additional Pre-qualification criteria (if applicable): 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.

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 up to last date of month previous to one in which this NIT has been published. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly certified verified by a practicing Chartered Accountant.
Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV/Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium for the purpose of satisfying his/her compliance to the above mentioned bid capacity criteria.
- f) In the case of joint venture / consortia, bid capacity of each member will be computed applying above formula (mentioned at clause no. 2.4 of Part-1(Operating Part) of NIT)and combined bid capacity of the joint venture /consortia will be weighted average of the individual bid capacity of the members as per their percentage share of participation in the joint venture / consortia.

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

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

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

g) IBC (Insolvency and Bankruptcy Code) details/declaration shall be submitted by all the JV/Consortium Partners individually and all shall meet criteria as per clause no. 11.4 individually.

h) Along with bid all partner of JV/Consortium shall submit permanent account number (PAN) and GSTIN.

8.0 MSE(Micro and Small Enterprises):

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

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

9.0 Startup:

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

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

10.0 Make in India:

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

11.0 GENERAL ELIGIBILITY CRITERIA

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

- 11.1** A Bidder may be a natural person, private entity, government-owned entity, PSU, Government Autonomous Bodies, Joint Venture Company (JVC), Joint Venture (unincorporated), Consortium or any other legal entity. Joint Venture (unincorporated)/Consortium are not permitted to participate in bidding process until unless specifically permitted in the bid document.
- 11.2** A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified and bids submitted by such bidders shall be summarily rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) A bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
 - b) A bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Corporation or as engineer-in-charge for the contract.
 - c) One firm/entity applies for bid both as an individual firm/entity and as part of joint venture/consortium/partnership firm/LLP.
 - d) If bidders in two different bids have controlling shareholders in common.
 - e) Submit more than one bid.
 - f) One firm/entity applies for bid as a part of two different joint venture/consortium/partnership firm/LLP.
- 11.3** The bid without stipulated bid security amount / MSE registration certificate/Start-up Registration Certificate shall be summarily rejected.
- 11.4 Insolvency and Bankruptcy Code (IBC), 2016**
- 11.4.1** The Bidders shall be ineligible to participate in the bid and hence disqualified in case of following:
- a) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 or as amended from time to time.
 - b) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage before award of work.
- 11.4.2** It will be the responsibility of the bidder to inform within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- 11.4.3** If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected.
- 11.4.4** Corporation reserves the right to cancel/terminate the contract without any liability on the part of Corporation immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

11.4.5 Corporation shall finalize the tender without considering the bid of the bidder undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering. The bid of such Bidder shall be rejected as being disqualified.

11.4.6 The bidder has to submit self-declaration of proceedings under IBC as per Appendix-12.

11.5 The bidder who has been blacklisted / de-registered / holiday listed/debarred/ banned for business dealing /any other term meaning the same by NPCIL or any other Competent Authority restricting the bidder from participating in tenders/contracts of Government or CPSEs and applicable to NPCIL shall not be eligible for participation in tenders of Corporation for that period.

12.0 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.
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.
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).
14.	“Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry. Uploading is mandatory if bidder wishes to avail benefit as Start-up under clause no. 32 of Standard Part (Part 2) of NIT.
15.	Additional documents if applicable as per Pre-Qualification criteria.
16.	In case of Joint Venture (unincorporated)/Consortium (if applicable as per NIT), documents as per clause no. 30 of Standard Part (Part 2) of NIT.
17.	Bid Capacity data as per Format-7.
18.	Self-Declaration of proceedings under IBC as per Appendix-12.

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

SCHEDULE 'A'

S. No.	Clause no. of GCC/NIT	Description	Stipulation
1.	GCC 1.1.1	Contract Accepting authority	AD((P-PHWR)
2.	GCC 2.1.3	Time by which possession of site will be given	Immediately on award of work
3.	GCC 4.14.1	Availability of electricity	Yes
4.	GCC 4.14.1	The rate at which electricity will be charged	Nil
5.	GCC 4.19.2	Number of trees to be planted by the contractor	Nil
6.	GCC 4.22.1	Number of Apprentices to be trained by the contractor	Nil
7.	GCC 4.23.2	Availability of water supply by Corporation	Yes
8.	GCC 4.23.2(i)	Water charges	Free of charge
9.	GCC 4.24.2	Availability of Land / office space for Contractor's Office, Stores etc.	Yes
10.	GCC 5.2	Schedule of employment of labour	As per Special Condition of Contract
		(i) As per Central Government	As per Special Condition of Contract
		(ii) As per State Government	As per Special Condition of Contract
11.	GCC 5.6.3	Penalty, for not providing arrangements and facilities as per safety guidelines.	As per Special Condition of Contract

S. No.	Clause no. of GCC/NIT	Description	Stipulation
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.	Refer clause no. 8 of point no.6 of Part-2 of Special Condition of Contract.
14.	GCC 5.6.15	Penalty, for not deploying the minimum number of safety professionals.	Refer clause no. 5 of point no.6 of Part-2 of Special Condition of Contract.
15.	GCC 7.8.1	Applicability of incentive clause	Not applicable
16.	GCC 7.8.2	Maximum value of the contract value, which shall be paid as incentive.	Not applicable
17.	GCC 7.9.3	No of days of suspension for Entitlement of compensation if cumulative period of suspension exceeds	As per clause no. GCC 7.9.3
18.	GCC 9.1.1	Defect Liability Period for the contract	12Months
19.	GCC 9.1.6	Applicability of liability towards Latent defect	As per clause no. GCC 9.1.6
20.	GCC 11.3.3	Various components expressed as a percentage of contract Price.	
21.		Fixed component (F)	15%
		Unskilled labour component (lu)	10%
		Semi-skilled labour component (lss)	5%
		Skilled labour component (ls)	2%

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		Highly skilled labour component	
		Material component	
		_____ (m)	
		_____ (n)	
		_____ (o)	
		_____ (p)	
		All other materials (q)	68%
		P.O.L component (d)	
		Non escalable component (NE)	Not applicable
		Nearest fuel station to be considered for diesel prices (P.O.L)	
22.	GCC 12.1.4	The rate of Interest to be charged on mobilization advance	Not applicable
23.	GCC 12.2.1	Applicability to submit the bills and measurement in computerised form	Yes
24.	GCC 12.5.1	Simple interest for delayed payment.	Nil
25.	GCC 15.1;	(a) Employee compensation policy	Yes, if employees are not covered under ESIC.
	Clause no. 3 of Part 1 of NIT;	(b) Coverage under ESI (Employee State Insurance)	Yes
		(c) Third Party liability @ 10 % of the contract price subjected to maximum of rupees 50.00 lakhs.	Applicable
		Clause no. 5 of Part 1 of NIT	(d) CAR/ EAR Policy for the whole contract value

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		(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	As per Special Condition of Contract.
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)	Not Applicable
29.	NIT (Part 2) 28.0	Applicability of the Building and Other Construction workers (Regulation of Employment and Conditions of Service) (BOCW)Act, 1996 and the Cess Act, 1996	Not applicable
		Rate of labour cess (as per BOCW)	-
30.	NIT (Part 2) 27.0	Applicability of integrity pact	Not applicable
31.	Clause no. 8 of Part 1 of NIT; Clause no. 25 of Part 2 of NIT	a) Purchase preference to MSE registered bidders	Not applicable
		b) Waiver for Submission of bid security	Not applicable
		c) Splitting of quantity for award to MSE	Not applicable
		d) Exemption/ Relaxation from meeting the qualification criteria	NA

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit) for eligible MSE(s) subject to meeting of quality and technical specifications	
		e) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications	NA
32.	Clause no. 9 of Part 1 of NIT; Clause no. 32 of Part 2 of NIT	a) Exemption/ Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit for eligible Startup(s) subject to meeting of quality and technical specifications	Not applicable
		b) Waiver for Submission of bid security	Not applicable
		c) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of	Not applicable

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		Credit), the clause stipulating meeting of quality and technical specifications	
33.	NIT (Part 2) 33	Divisibility of Scope in Make in India clause no. 33	Not Divisible
34.	NIT (Part 2) 33	Eligibility of Class of Contractor as per Make in India Order	As per clause NIT 33
35.	NIT (Part 2) 33	Minimum Local Content (%) for Class I Local Supplier	As per clause NIT 33
36.	NIT (Part 2) 33	Minimum Local Content (%) for Class II Local Supplier	As per clause NIT 33
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	Not applicable
		b) Semi- Skilled	Not applicable
		c) Skilled	Not applicable
		d) Highly skilled	Not applicable
		e) Any other category	Not applicable
39.		Penalty for shortfall of minimum number of Labours to be deployed as per special condition of contract	Not applicable
		a) Unskilled	Not applicable
		b) Semi- Skilled	Not applicable

S. No.	Clause no. of GCC/NIT	Description	Stipulation
		c) Skilled	Not applicable
		d) Highly skilled	Not applicable
		e) Any other category	Not applicable
40.		Applicability of Factory Act	Applicable
41.		Place of service	NUB, Mayur Guest House and Rajhansh Guest House, Anushaktinagar.
42.		Minimum number of Work Supervisor/ Engineer to be deployed	As per clause no. 5 of point no.6 of Part-2 of of Special conditions of contract
43.	NIT (Part 2) 13.0	Bid Validity	120 days from the date of opening of Part-1 bid

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 BY THE CORPORATION

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

Sr. No.	Particulars	Unit	Rate at which material will be issued	Maximum invisible wastage (Non-Returnable %)	Maximum Permissible wastage (Returnable %)	Quantity to be issued (approx.)
1	2	3	4	5	6	7
NIL						

SCHEDULE 'C'

TOOLS AND PLANT TO BE HIRED TO THE CONTRACTOR

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

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

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

NOTICE INVITING TENDER (PART-2 or STANDARD PART)

1.0 Scope of bid

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

2.0 Note for bidders

2.1 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in prequalification criteria. Bidders are advised to note the pre-qualification criteria specified in the notice inviting tender before submission of bid.

2.2 It may be noted that mere submission of bid does not imply that your offer shall be considered. Bids are considered only after NPCIL assess the document uploaded along with the bid by the bidder meets the pre-qualification criteria as specified in notice inviting e-tender during evaluation of bid.

2.3 This tender document is non-transferable. The registration details provided for downloading the tender shall be of the same vendor who is uploading the bid otherwise their bids shall not be opened and summarily rejected.

3.0 One Bid per Bidder

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

4.0 Cost of bidding

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

5.0 Site visit

5.1 The bidder or his authorized personnel or agents will be granted permission by the Corporation to enter upon its premises and lands for the purpose of site visit. However, the bidder, his personnel and agents will be responsible against all liability in respect thereof, including death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the site visit.

5.2 The bidder should inform the Corporation at least three days in advance about the proposed site visit with copy of photo identification like Aadhar card, passport, voters' identity card, driving license, PAN card etc. for preparation of gate pass.

5.3 The bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the site and its surroundings before uploading his bid as to the form and nature of the site, the means of access to the site, the accommodation he may require, etc.

5.4 In general, bidders shall obtain all necessary information as to risks, contingencies and

other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

5.5 The costs of visiting the site shall be at the bidders' own expense. Any report shared at the site, by the Corporation is subject to verification by the Bidder. Any deviations in information in the report and the actual site will not be the responsibility of the Corporation.

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

5.7 Request for clarification by bidder:

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

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

6.0 Content of bidding documents

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

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

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

Section – II Memorandum of Agreement

Section – III Special Conditions of Contract

Section – IV General Conditions of Contract and various formats

Section – V Technical specifications

Section – VI Drawings, if any

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

Section – VIII Schedule of quantities / bill of quantities

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

Bidders may bring out any deviations, if any, with respect to General Conditions of Contract, Special Conditions of Contract, Technical Specifications, Bid document etc., in Appendix-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:**

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

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

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

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

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

8.0 Amendment of bid documents:

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

8.2 The corrigenda/amendments/minutes of the 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 pre-bid 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/LoI to the successful bidder.

c) EMD/Bid Security of successful bidder will be refunded within 30 days of receipt and acceptance of Performance Guarantee.

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

d) EMD/Bid Security of the bidder who has withdrawn the bid before due date for bid submission shall be refunded after opening of the Part-1 (Techno-commercial) Bid in case of two-part tender and after opening of the bid in case of one-part tender.

- e) If the tender is cancelled, EMD/Bid security shall be refunded to all the bidders within 30 days from the date of cancellation of tender.
- f) EMD/Bid Security of bidder who has not accepted the request for extension of Bid offer validity, will be refunded within 30 days of date of issue of work order /LoI to the successful bidder.
- g) EMD/Bid Security shall be refunded by the Corporation online to the same account from where such payment was received. In case of erroneous details, it will not be possible to refund the EMD/Bid Security online and bidder shall be responsible for consequent delays.

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

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

11.0 Bid prices, rates & taxes

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

12.0 Currency of bid price and payment

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

13.0 Bid validity

- 13.1** The bids submitted shall remain valid for acceptance for a period as stipulated in Schedule A from the date of opening of Part-1 bid. The bidder shall not be entitled during the period of validity, to revoke or cancel his bid or vary / modify the bid. In case the bidder withdraw or modify any part of bid, the full amount of bid security shall be forfeited and such bid shall not be considered for evaluation. Further, other actions like Banning of Business Dealings as per tender conditions may also be taken.
- 13.2** In exceptional circumstances, prior to expiry of the original bid validity period, NPCIL may request the bidders to extend the period of validity for a specified additional period.

The request and the responses thereto shall be made in writing. A bidder agreeing to the request will not be permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension.

14.0 Alternative proposals by bidders

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

15.0 Submission of the bids

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

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

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

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

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

15.2 After uploading the bid the bidder can modify/ revise and re-upload/re-submit bid any number of times but before stipulated closing time and date of online submission of bid as notified. The bidder shall exercise option for withdrawal of bid with caution since once the bid is withdrawn the same cannot be uploaded and submitted. The modification and withdrawal of bid shall be done on e-tendering portal only. The information in this regard through any other mode of communication will not be entertained.

15.3 The bidders, who are not enrolled/registered on <https://etenders.gov.in/eprocure/app> website, are required to get enrolled/registered. The procedure for new enrollment/registration and change is available on the e-Tendering Portal website (<https://etenders.gov.in/eprocure/app>) and the bidder shall be responsible to factor in this time period required for such activity during bidding.

15.4 The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorized representative of the Bidder using Class-III digital signature (in the name of designated individual with Organization name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.

The bidder may obtain the compatible digital signature from any service provider.

15.5 Bidder must ensure to quote rate of each item. If any cell is left blank and no rate is

quoted by the bidder, rate of such item shall be treated as “0” (Zero). The bidder shall be required to execute such items at his quoted rate of zero as per specifications, bill of quantity and GCC provisions.

15.6 In case of bids in three stage system and if it is desired to upload revised financial bid then it shall be mandatory to upload revised financial bid. If not uploaded then the bid uploaded earlier shall become invalid.

15.7 The bidders are responsible to keep their email and bank account active and to update their profile in case of change. This is essential as communication shall be done through e- mail. Moreover, all the auto generated mail by e-tendering portal will be sent on this e-mail address.

15.8 The date and time of on-line bid submission shall remain unaltered even if the specified date for the submission of the bid is declared as holiday for the office inviting tender. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

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

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

15.9 The Corporation may extend the deadline for sale and submission of bids, opening of bid by issuing an amendment, in which case, all rights and obligations of the Corporation and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.10 It is binding on the bidder to fill the data required for evaluation of pre-qualification criteria in the excel sheets uploaded for the purpose. Bidders shall not modify the format of excel sheet. The Part-1 evaluation shall be done based on the data provided in excel sheet and the relevant documents uploaded to support the same.

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

15.11 The Corporation may ask for clarifications and submission of relevant documents already mentioned in excel sheets (Format-1 to Format-8).The request for such clarification and the response shall be in writing. The shortfall information/documents

may be sought only in case of historical documents which pre-existed at the time of tender opening and which have not undergone any change since then. However, any new contract which is not mentioned in excel sheet (Format-2) shall not be accepted and considered for evaluation. In case of any mismatch in data submitted in excel sheet and supporting documents submitted, the details in submitted documents shall prevail.

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

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

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

S. No.	Type of company/legal entity	Document to be uploaded
1	Sole proprietary Concern	<p>a) If the bid is uploaded by the proprietor, no POA (Power of attorney) required. However, he will upload undertaking certifying that he is sole proprietor.</p> <p>b) If the bid is uploaded by person other than proprietor, POA authorising the person to upload bid on behalf of the concern</p>
2	Joint Venture(unincorporated) (JV) (unincorporated) /Consortium	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	<p>a) Certified copy of Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association</p> <p>or</p> <p>b) Power of attorney and the supporting Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association</p>

4	Partnership Firm	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.

d)

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-15.13.

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, up to acceptance of work order by bidder. The successful bidder shall be responsible for compliance at his own cost with the stamp duty act of the state where the agreement is being executed. The non-judicial stamp paper of appropriate value shall be submitted by the successful bidder at his own cost.

22.0 Corrupt or fraudulent practices

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

- (a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.
- (b) will reject award of work if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a bidder ineligible for a stated period of time, to be awarded a contract/contracts if at any time it determines that the bidder has engaged in corrupt or

fraudulent practices in competing for, or in executing, the contract.

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

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

23.0 Disclosures

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

24.0 Fiscal Concessions in View of Mega Power Project Status

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

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

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

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

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

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

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

benefits include benefits of various schemes of the Government, including Public Procurement Policy, Delayed Payments, etc.

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

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

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

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

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

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

- 25.4** The benefits of the Public Procurement Policies applicable to MSE(s) is not applicable for works contracts. As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 1(3)/2018-MA Part III Dated 25.03.2022 “Policy is meant for procurement of goods produced and services rendered by MSEs. However, traders/resellers/distributors/sole agent/Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.”

- 25.5** In case of manual mode, tender sets shall be provided free of cost to the eligible Micro and Small enterprises (MSEs) having a valid Udyam registration Certificate. In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change. If at a later date it comes to the knowledge of Corporation, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then Corporation may cancel the pending order against this tender and may take necessary steps for Banning of the business dealing with the Bidder.

- 25.6** In case of tenders where splitting of quantity is defined in the bid document, participating Micro and Small Enterprise (MSE) quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).
- 25.7** In case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 +15 percent shall be allowed to execute the work by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:
- a) Award shall be given to L1 bidder if L1 bidder is a MSE.
 - b) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder.
 - c) If the MSE Bidder is ready to match total bid price of overall L1 Bidder by offering suitable percentage discount, then that shall be applied to all item rates.
 - d) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder.
- 25.8** The bidder on whom the contract may be entered into against this tender shall furnish the Corporation, the details of the sub-contractors meeting any part of contract execution herein and who qualify as MSE's as per the Micro, Small and Medium Enterprises Development Act, 2006 and amendments to same.
- 26.0 Banning of business dealings by Corporation**
- The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.
- 26.1 Grounds for Banning**
- The business dealing with the Contractor shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:
- 26.1.1** Involvement in cartel formation during bidding.
 - 26.1.2** Baseless allegations by the bidder on NPCIL evaluation processes or officials.
 - 26.1.3** If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.
 - 26.1.4** Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.

- 26.1.5** If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.
- 26.1.6** Security concerns for the assets of the Corporation and State.
- 26.1.7** Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.
- 26.1.8** Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.
- 26.1.9** Supply of Counterfeit items
- 26.1.10** Breach of Code of Integrity.

Bidder shall not act in contravention of the codes which includes

26.1.10.1 Prohibition of

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

26.1.10.2 Disclosure of conflict of interest

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

26.2 Show Cause Notice

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

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

26.3 Period of Banning

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

26.4 Effect of Banning of Business Dealings by NPCIL

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

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

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

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

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

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

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

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

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

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

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

26.5 Definition of Allied Firm:

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

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

27.0 Integrity pact (IP)

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

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

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

- (ii) Only those Bidder / Contractor who enter into such an IP with NPCIL would be competent to participate in the bidding.
- (iii) The IP would be effective from the stage of invitation of bids i.e. publish of tender on e-tendering portal till the complete execution of the contract. This pact begins with the submission of Bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract, including the period of extension if any and the defect liability period after the work is completed to the satisfaction of both the Principal/Owner/Corporation and the Bidder/Contractor or 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

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

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

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

29.0 ESIC

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

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

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

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

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

30.0 JOINT- VENTURE/ Consortium

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

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

30.1

The intending JV/Consortium shall upload a copy of Memorandum of Understanding (MOU) executed by all members along with the bid. The complete details of the members of the JV/Consortium, their share and responsibility in the JV/Consortium etc. particularly with reference to financial, technical and other obligations shall be furnished in the enclosed MOU format (Appendix-1).

- 30.2** The format of Appendix-1 is a sample format and the JV/Consortium partners may modify suitably, however the major aspects like share of interest, division of responsibility, joint and several responsibility etc. should invariably be covered in the MOU. Once the bid is uploaded, the MOU shall not be modified/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 coordinate 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 Start up

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

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

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

The bidders expressing desire for availing benefit of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit) subject to meeting of quality and technical specifications and exemption from submitting bid security under Start-up India Initiatives are required to submit the “Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry.

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

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

In addition, Purchase Preference to eligible Class I Local Supplier will be governed as per OM No.F.1/4/2021-PPD dtd. 18-05-2023(Concurrent application of Public

Procurement Policy for Micro & Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017) or as amended from time to time, in force at the time of submission of bids.

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

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

Verification of Local Content

The ‘Class-I local supplier’/ ‘Class-II local supplier’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local supplier’/ ‘Class-II local supplier’, as the case may be. They shall also give details of the location(s) at which the local value addition is/will be made.

In cases of procurement for a value in excess of Rs. 10 crores, the ‘Class-I local supplier’/ ‘Class-II local supplier’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content and place of value addition.

34.0 Conditions on Public Procurement from certain countries:

Provisions of F. No. 6/18/2019-PPD Order (Public Procurement No. 1) dated 23.07.2020 and Order (Public Procurement No. 2) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India shall be applicable to all tenders issued by NPCIL. Bidders shall apprise and acquaint themselves with the latest provisions of these provisions, as applicable on the date of submission of the tender/bid.

For ready reference, some of the important provisions as applicable currently are mentioned herein below. For sake of clarity, it is reiterated that this is not exhaustive list and it shall be responsibility of the bidder to ensure compliance to the latest provision in this 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.

COMPETENT AUTHORITY

For and on and behalf of Corporation

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										

S. NO.	PARTICULARS	DETAILS
	of holder	
8	PAN (Permanent Account Number)	
9	GST details of Bidder	
9.1	Whether Registered under GST?	Yes/No
9.2	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	a) Not required as per Section 22 (1) of CGST Act. <input type="checkbox"/> b) Any other provision under GST act, please specify----- <input type="checkbox"/>
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 <input type="checkbox"/>
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. <input type="checkbox"/> Not Applicable <input type="checkbox"/>
9.7	Type of business	
9.8	Whether the GST registration is active	Yes/ No
9.9	Mention whether Reverse Charge Mechanism (RCM) is	Yes/No

S. NO.	PARTICULARS	DETAILS
	applicable for the tendered work.	
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	
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	

S. NO.	PARTICULARS	DETAILS
18.4	IFSC	
19	GeM Seller ID(if available)	

FORMAT- 2
WORK EXPERIENCE

1. Name of Work		
2. Agreement no. / Contract no. / Work order No. with bill of quantities and rates details	No	
	Date	
3. Details of Client: a) Name b) Address c) Phone d) e-mail		
4. Whether the client is Government / private entity		
5. Nature of client firm in case client is private entity	Private Proprietary Partnership Private limited Public limited Any other Legal Entity	
6. Date of commencement of work		
7. Stipulated date of completion		
8. Actual date of completion		
9. Value of work done on completion: Value of similar nature work on completion: Value of similar nature of work on completion after escalation as per clause no.1.3.8 of Part 1 or Operating Part of NIT		
10. Ref. no and date of client's completion certificate or similar documentary evidence certifying completeness of work issued by client		
11. If work is done with Government/Government Autonomous Bodies/Public Sector Units, documents as per clause no. 1.3.5.1 of Part 1 or Operating Part of NIT	Uploaded/Not Uploaded /Not Applicable	
12. If work is done with other than Government/Government Autonomous Bodies/Public Sector Units, documents as per clause no. 1.3.5.2 of Part 1 or Operating Part of NIT	Uploaded/Not Uploaded /Not Applicable	
13. Whether the work has been completed satisfactorily Unsatisfactory/poor performance refers to such as abandoning the work, rescission of the	Yes/No	

<p>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.</p>	
<p>14. Whether any banning(or any other term meaning the same) was done against this work</p>	<p>Yes/No</p>
<p>15. Similar Value of work (completed) meeting criteria of 80%/50%/40% of estimated cost put to tender.</p>	<p>80%/50%/40% of estimated cost put to tender.</p>
<p>NOTES:</p> <p>a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded.</p> <p>b) The bidder shall fill the relevant details. If the bidder fills that the details are “as per enclosure/attached annexure”, then such submission will not be considered for evaluation.</p> <p>c) For each work experience separate format has to be filled.</p> <p>d) The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material.</p>	

FORMAT-3
FINANCIAL DATA

(On letter head of Chartered Accountant)

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

Amount (in INR (₹))

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

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

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

Date:

NOTES:

1. The information is to be certified by a practicing Chartered Accountant on his letterhead, under his signature and seal having membership no./FRN and UDIN. Bidder shall fill the data in excel sheet as mentioned in the certificate and then upload the certificate with bid.
2. Separate Format shall be used for each member in case of JV (unincorporated)/ Consortium. All such documents shall reflect the financial data of the bidder or member in case of JV (unincorporated)/Consortium and not that of sister of parent company.
3. Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per

the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

4. For the purpose of this certificate Annual Turnover shall mean “Sale Value or Operating Income.”
5. In case audited financial data of the immediate preceding financial year is not made available by the bidder, he has to upload a certificate issued by a practicing Chartered Accountant on his letterhead under his signature and seal having membership no./FRN and UDIN stating that “the balance sheet for FYhas actually not been audited so far”. In such case the financial data of one more preceding audited financial year as applicable shall be submitted by the Bidder for evaluation purpose.

In such case bidder shall provide the financial data of last three/five audited financial years as the case may be, same shall be taken into consideration for evaluation.

6. Net Worth (if required) as per clause no. 2.3 of Part 1or Operating Part of NIT shall be submitted.
7. Profit before tax criteria shall be applicable for tenders of estimated cost put to tender of ₹ 10 Crores and above.

FORMAT-4

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

(On letter head of Chartered accountant)

Company Name: M/s

Name of work:

Work order / agreement no. :

Work order / agreement date:

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

Client's Name, Address & Contact Details:

PAN no. of client:

PAN no. of bidder:

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

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

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

Notes:

- 1) The number of rows may be increased to suit the requirement.
- 2) The above format shall be uploaded separately for each work order/agreement
- 3) Bidder shall take out the print of this format and get it filled and certified by Chartered Accountant under his signature and seal having membership no./FRN and UDIN.

- 4) Value of work done will be commensurate with value of respective TDS amount.
- 5) In case of multiple contracts taken from a client, details of respective TDS amount for each work need to be segregated and given separately.

FORMAT-5

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

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

NOTES:

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

FORMAT- 6
WORK EXPERIENCE IN FOREIGN COUNTRY

1	Name of Work		
2	Agreement no. / Contract no. / Work order with bill of quantities and rates details	No	
		Date	
3	Name of bidder company as is mentioned in work order		
4	Details of Client: a) Name b) Address c) Phone d) e-mail		
5	Whether the client is Government / private entity		
6	Country where the work was executed		
7	Date of commencement of work		
8	Stipulated date of completion		
9	Actual date of completion		
10	Value of work done on completion in foreign currency: Currency name: Bills selling exchange rates notified by The State Bank of India: Value of work done on completion in Indian rupee: Value of similar work done in completion: Value of similar work done in completion after escalation as per clause: 1.3.8 of Part 1 or Operating Part of NIT:		
11	Ref. no and date of client's completion certificate or similar documentary evidence certifying completeness of work issued by client		
12	Whether documents as per clause 1.3.7 of Part 1 or Operating Part are uploaded	Uploaded/Not Uploaded	
13	Whether the work has been completed satisfactorily. Unsatisfactory/poor performance refers to such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, history of litigation resulting in award against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on	Yes/No	
14	Whether any banning (or any other term meaning the same) was done against this work.	Yes/No	

15	Similar Value of work completed meeting criteria of 80%/50%/40% of estimated cost put to tender.	80%/50%/40% of estimated cost put to tender.
<p>NOTE:</p> <ul style="list-style-type: none"> 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

(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 excel sheet as mentioned in the certificate and then upload the certificate with bid.

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

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

FORMAT- 8

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

Appendix-1

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

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

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

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

1.0 WITNESS:

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

This agreement witness as follows:

- a. 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.
- b. The operation of this joint venture/Consortium, concerns is confined to the work of --
----- vide tender no. -----.
- c. The name of the Joint Venture/Consortium for convenience and continuity shall be --

- d. The address of the Joint Venture/Consortium for communication shall be as under----

e. 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.

f. 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.

g. 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%

- h. 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 ratios mentioned above.
- i. 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

(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

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 a sample and indicative format and can be suitably modified to capture relevant details)

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

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

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

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

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

Dated this the _____ day of _____ 20_____.

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

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

(*Strike out whichever is not applicable)

Seal of firm/Company

Witness 1:

Witness 2:

Name:

Name:

Address:

Address:

Occupation:

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/ Start up registered(if applicable) bidder who has availed bid security exemption provision, in case of any default of provisions of bid, the Corporation shall be at liberty to deduct an amount equal to bid security out of any other money due to Me/Us or otherwise with Corporation.
8. I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.
9. I/We declare that all the information being uploaded by me is genuine, authentic, true and valid on the date of submission of tender and if any information is found to be false at any

stage of tendering or contract period. I/We will be liable to the penal actions as prescribed in tender document.

10. I/We declare that in the preparation and submission of the bid, we have not acted in concert or in collusion with any bidder or other persons and not done any act, deed or thing which is or could be regarded as anti-competitive.
11. I/We authorize Corporation for seeking information / clarification from by bankers, clients having reference in this bid.
12. I/We have uploaded scanned copy of of all relevant documents as prescribed in the tender document in support of the information and data furnished by me/us on e-tendering portal.
13. I/We accept all the undertakings as specified elsewhere in the tender document.
14. I/We accept the Integrity Pact (If applicable as per schedule-A) and shall be bound by its provisions for the work wherever the same is made applicable by the Corporation. The submission of bid shall constitute a binding integrity pact as per the enclosed format between the bidder and Authority calling the tender on behalf of Corporation.
15. I/We confirm that this online agreement will be a part of my bid and if the work is awarded to me /us, this will be a part of our agreement with Corporation.
16. I accept the present and any future revision of NPCIL procedure for banning of business with the bidder/contractor.
17. The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bids shall be rejected outright and Bid Security forfeited without prejudice to any other rights or remedies available to Corporation.
18. The person who has signed the tender/bid documents is authorized by the company/firm to upload the bid on its behalf. The Company is responsible for all of my acts and omissions in the tender/bid.
19. I shall comply with the provision of Anti-Profiteering under GST act.
20. Conditions on Public Procurement from certain countries:

Ref: Provisions of F. no. 6/18/2019-PPD Order (Public Procurement No.1) dtd 23.07.2020 and order (Public Procurement No.2) dtd. 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India.

“I have read the above referred orders including clause 8,9 and 10 read with Para 1 of “Public Procurement No.1” regarding restriction on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if it is from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

21. In case of Company, I/We undertake that category of work to be tendered is covered under our AOA (Article of Association) and / Memorandum of Association (MOA).

Accordingly, I am empowered to enter into a contract for this tender.

22. In the event of failure of the contemplated negotiations relating to Tender, original tender/offer shall remain open for acceptance on its original terms and conditions and provisions of the original bidding document remain valid and binding on me.
23. I/we confirm that the submission of bid shall mean absolute acceptance of the undertaking. In case of non-acceptance of the undertaking in part or full shall result in rejection of bid and forfeiture of bid security/performance guarantee/retention money.

-

Appendix-5

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

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

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

Name, designation, Signature with seal of bank

Note:

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

Appendix-6

APPLICATION FORM FOR BIDDER FOR ENTERING SITE IN CONNECTION WITH TENDER/BID FOR CONTRACT WORKS

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

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

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

Signature of the bidder with date

Appendix-7

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

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

1. That in the capacity of independent contractor for the Corporation, I have complied with the provisions of all laws as applicable for work order no. _____ . I have paid the wages for the month of _____ to all my employees and no other dues are payable to any employee.
2. That I have covered all the eligible employees under Employee's Provident Funds and Miscellaneous Provisions Act and the Employee's State Insurance Act and deposited the contributions for the following months and as such no amount towards contributions whatsoever is payable. The details are enclosed.
3. I have also deposited all the dues related to following :
 - a) BOCW
 - b) GST
4. The documents and information submitted by me in this 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 up to Rs. 10 crore.
- 2) For estimated cost put to tender in excess of Rs. 10 crores, Bidder to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

Appendix-10

Format for self-certification for Proprietorship firm

(To be signed, scan and upload by bidder)

Name of Entity:

Name of Proprietor:

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

Signature of Bidder

Appendix-11

Form for Certificate of Net Worth from Chartered Accountant

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

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

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

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

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

Date and Seal with UDIN.....

Appendix-12

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

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

Tender No.:..... Name of Work:

Bidder's Name:

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

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

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

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

Date:

Signature of Bidder with Name and stamp of Signatory

Appendix -13

Deviations to Tender Conditions

BIDDERS TO MAKE AND ATTACH WITH PART-I BID

SECTION - II

SECTION - II

MEMORANDUM OF AGREEMENT

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

General Description of Work:

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

a	Estimated cost	:	As per Notice Inviting Tender.
b	Bid Security	:	As per Notice Inviting Tender.
c	Security Deposit	:	As per clause of SCC (Special Conditions of Contract).
d	Time of completion	:	As per Notice Inviting Tender.

RULE: 1

Should this tender be accepted, in whole or in part, I/We hereby agrees 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 tenders so far as applicable, and/or in default thereof to forfeit and pay to Nuclear Power Corporation of India Limited or his successors in office, the sum of money mentioned in the said conditions as bid security.

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

I/We agree to execute all the works referred to in the tender document upon the terms and conditions contained or referred to therein. I/We hereby declare that I/We have been debarred/not debarred and/or delisted/ not delisted by any Govt./PSU.+

Dated the _____ day of _____ 2025 _____

++M/s. _____ Signature _____

Witness+++ _____ Signature _____

Address _____

Occupation _____

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

Dated the _____ day of _____ 2025 _____

Signature++++ _____

- + Bidder is advised to read carefully and strike out whichever is not applicable and furnish details wherever applicable.
- ++ Signature of contractor before submission of tender
- +++ Signature of witness to contractor's signature
- ++++ Signature of the Officer of NPCIL who accepted the tender

TENDER FORM
(TO BE FILLED AND SIGNED BY THE CONTRACTOR)

To,
Nuclear Power Corporation of India Ltd.,
(Hereinafter referred to as the Corporation)

I/We have read and examined the following documents relating

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

- (a) Notice Inviting tender.
- (b) Schedules A, B, C.
- (c) Technical Specifications / Scope of Work.
- (d) General Conditions of Contract.
- (e) Special Conditions of contracts.
- (f) Price Schedule.

I/We hereby tender for execution of the works referred to in the aforesaid documents upon the terms and conditions contained or referred to therein and in accordance in all respects with the specifications, designs, drawings and other relevant details at the rates contained in Schedule of Quantities and Rates and within the period(s) of completion as stipulated in NIT.

In consideration of I/ We being invited to tender. I/We agree to keep the tender open for acceptance for 120 days from the date of opening of the Price bid (Part-II) and not to make any modifications in its terms and conditions which are not acceptable to the Corporation.

If I/We fail to keep the tender open as aforesaid or make any modifications in the terms and conditions of the tender which are not acceptable to the Corporation, I/We agree that the Corporation shall without prejudice to any other right or remedy, be at liberty to forfeit the said bid security absolutely.

Should this tender be accepted, I/We hereby agree to abide by and fulfil all the terms, conditions and provisions of the aforesaid Documents.

If, after the tender is accepted, I/We fail to commence the execution of the works as provided in the conditions, I/we agree that the Corporation shall without prejudice to any other right or remedy be at liberty forfeit the said bid security absolutely.

Signature of the capacity of _____
Duly authorized to sign the tender on behalf of the
(In Block Capitals) _____

Dated _____

Postal Address _____

Telegraph Address _____

Telephone No./Fax/Telex No _____

Seal of the Company/Firm

Witness _____

Date _____

Address _____

AGREEMENT

Agreement for the Work of

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Agreement made this day _____ of _____2025 between the Nuclear Power Corporation of India Limited, (A Government of India Enterprise), acting through the

_____ (hereinafter called the CORPORATION) of the one part and

M/s. _____ (hereinafter referred to as the Contractor) of the other part.

Whereas the -----on behalf of the Corporation invited tenders for the work of

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

And whereas the tender of the Contractor was accepted and work awarded to the Contractor by the Corporation under this letter No. (i.e. W.O. No. _____ dtd. _____.

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 alias, consisting of (Section I to VIII inclusive) 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 undertaking 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

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

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 M/s. _____, the contractor and Shri _____ (work order signing authority) for and on behalf of the Corporation, have hereunto affixed their seals and signature the day, month and year here in above written.

Signature of the Contractor

For & on behalf of

M/s. _____

Witness:

Signature _____

Name _____

Address _____

For & on behalf of the Nuclear Power
Corporation of India Limited

Witness:

Signature _____

Name _____

Address _____

SECTION – III

Section-III

Special Instructions – Special Conditions of Contract

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

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Special Instructions – Special Conditions of Contract

Part-I

1. PREFERENCE AND EXEMPTIONS TO MSE UNITS:

AS per NIT clause No. 25

2. LIABILITIES FOR DAMAGE AND INSURANCE:

The Contractor shall provide the following insurance policies in the joint names of the Corporation and the Contractor with insurance cover from the date of commencement of work to the end of the Defects Liability Period. The contractor will be fully responsible for any loss, damage or destruction of NPCIL plant & machineries, property, persons etc. The quoted rate shall include the premium amount for the insurance policies as given in Sch-A Sl. No. 24 and clause 15.1 of GCC. Policies submitted should bear the Work Order (WO) number except Group Insurance for which WO number is not mandatory. Contractor shall submit the copies of Insurance policy along with the original policy document to the Engineer-in-charge before the commencement of work.

2.1 Third Party Insurance:

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

2.2 Contractor's All Risk (CAR) Policy:

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

2.3 ESI Scheme:

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

The contractor shall submit ESI document indicating the names of persons covered under the ESI scheme to the Engineer-in-charge before the commencement of work. In case of any change in number of workmen, covered under the ESI scheme, during the course execution of work, ESI

coverage for additional workmen shall be ensured and the change should be intimated to the Engineer- in-Charge.

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

Overtime allowance will be considered as part of wage for the purpose of working out the contribution only and will not be considered for the purpose of the coverage of the employee under the scheme. Bonus, if paid at regular intervals not exceeding two months shall be considered as Wage Component for payment of ESI Contribution.

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

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

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

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

2.4 Employees Compensation Policy:

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

2.5 Group Insurance:

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

3. BONUS:

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

4. EPF:

- a) Statutory levies like EPF @ 13.00% (12% EPF and 1% administrative charge) of minimum wages as per Scheduled of employment of respective category subject to maximum ceiling of Rs.15000/month, or any other rate / ceiling made applicable by law during the currency of the contract, shall be paid. Along with first RA Bill the Contractor shall submit the copy of registration of EPF and the Universal EPFO account number (UAN) of the employees.
- b) Contractor shall submit the total list of workers deployed for the contract with details of EPF Universal account number (UAN) along with Electronic Challan cum Return (ECR) copy with each bill. The Contractor shall submit a consolidated undertaking regarding PMRPY as per the Performa enclosed as Annexure - E along with each Bill.
- c) After completion of the contract, while submitting the security deposit refund request, the Contractor shall submit an undertaking regarding PMRPY as per Performa enclosed as Annexure - F.
- d) **Contractor should mandatorily have EPF registration irrespective of number of workers to be deployed / engaged by him.** The Contractor shall ensure PF coverage to all his workers (Whether more OR less than 20). The Contractor shall comply with all the existing provisions of the Employee's Provident Funds and Miscellaneous Provision Act, 1952 and further amendments in the said Act / Scheme from time to time.

- e) The Contractor must open the EPF Accounts in respect of all his workers / employees covered under the EPF and MP Act- 1952. The Contractor should maintain record of EPF amount deposited in the respective EPF accounts of all their workers / employees.
- f) The Contractor is liable for the EPF contribution /dues for the employees/workers deployed by the Contractor for the work and indemnify NPCIL of any future liabilities on this account. The Contractor shall indemnify on the Non-judicial stamp paper of value Rs.200/- duly attested by Notary as per enclosed format (Annexure-C) before settlement of final bill for the compliance of the EPF & MP Act, 1952 & the ESI Act, 1948 as applicable and submit it to the Engineer- In-Charge of the work. The Contractor will also stand responsible for any such future claims with regard to EPF dues / outstanding received through concerned authorities.

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

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

7. UNIFORM CLOTHING:

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

8. SAFETY SHOES:

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

9. LABOUR PAYMENT:

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

10. NATIONAL HOLIDAYS:

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

11. AGREEMENT:

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

12. COMPLIANCE WITH INDUSTRIAL SAFETY GUIDELINES:

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

13. WORKING IN RADIATION ZONES: NOT APPLICABLE

- a) The contractor shall submit the previous dose history of the employees who they proposed to be engaged in radioactive area of NPCIL sites in the form of discharge certificate issued by the appropriate authorities of the Nuclear Power Station where they were employed last as a radiation worker.
- b) If any of the employees had not worked in radioactive areas prior to deployment in NPCIL sites, the contractor has to submit an undertaking to this effect to Engineer-in- Charge. If any of the information submitted by the Contractor was observed to be incorrect, penalty as per relevant clause shall be levied.
- c) Contractor shall ensure that all the workers are trained /retrained and qualified enough to understand the radiation signs, radiation symbols and boards and to understand the basic knowledge of radiation protection. Radiation protection training shall be given by NPCIL sites. They shall also undergo refresher training on radiation protection once in a year and as & when advised by Engineer-in-charge.
- d) They must follow all radiation protection practices and instruction from Health Physics Unit of NPCIL. Violation of any instruction regarding radiation protection shall be viewed seriously and the violation of the procedure shall invoke the levy of penalty as per relevant clause.
- e) All the Contractor's workers should work under the guidance of ARPT qualified departmental representative (Green qualified) in radiation areas.

- f) For the purpose of issue of TLD, the Contractor shall submit Medical fitness certificate in the format provided by Engineer-in-charge, Two Passport size photograph of each worker deployed under this Contract along with duly filled TLD application form to the Engineer-in-charge at the start of work. Any false information provided in the TLD application form will be seen seriously and punitive action as deemed fit will be taken by NPCIL. Validity of medical fitness certificate is one year. Before the expiry date of medical certificate, the Contractor shall submit the new medical fitness certificate in prescribed form.
- g) An application for re-newel of TLD for radiation workers shall be submitted to Health physics Unit in prescribed format in the last week of previous month.
- h) All the radiation workers engaged by the Contractor shall undergo Pre-job Whole Body Counting (WBC) and annual whole body counting at given time and place intimated by the Engineer-in-charge. He shall also undergo whole body counting after the termination of the Contract (post-job whole body counting). In addition to above a particular radiation worker may be asked to undergo whole body counting based on the NPCIL sites requirements.
- i) The Contractor shall ensure that whole body counting requirements as specified above are fulfilled. Engineer-in-charge reserves the right to withhold the final bill till completion of annual whole body counting, post-job whole body counting and any other whole body counting as required by Engineer-in- Charge during the currency of the Contract.

14. ENVIRONMENTAL PROTECTION MEASURES:

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

- a. All the resources should be used optimally. Major thrust should be given to comply with conservation of energy and resources.
- b. All the persons should be conversant with good work practices, Industrial hygiene and try to incorporate in daily activities.
- c. Use of compressed gas or hazardous materials should be with permission of Engineer-in-charge.
- d. Comply with segregation of waste at source in to biodegradable, non-biodegradable and hazardous materials. This segregated waste should be disposed off as per the approved procedure of the station.
- e. Continuous evaluation of environmental aspect should be done to prevent/minimize the environmental adverse impact.

- f. Contingency and Mitigating measures should be in place to combat any degradation in environmental, occupational health and safety measures.

15. FOREIGN MATERIAL EXCLUSION:

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

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

A) Before commencement of work:

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

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

B) For payment of the RA Bill,

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

- a. Labour license wherever applicable (along with first RA Bill only).

- b. GST registration Copy as per GST Act (along with first RA Bill only).
- c. Declaration form for GST (Annexure-8 of NIT).
- d. Proof of previous month GST remittance.
- e. Copy of registration of EPF for firm along with the Universal EPFO account number (UAN) of all the employees, which shall be linked to KYC details such as Aadhaar number, Mobile number and bank account number (along with first RA Bill only).
- f. Partnership deed of firm in case of partnership firm or power of attorney of the representative in case of company (along with first RA Bill only).
- g. Bank account details of the contractor for payment (along with first RA Bill only).
- h. Copy of PAN card (along with first RA Bill only).
- i. Record of uniform distribution duly signed by the Contractor and each of his workers. Performa is enclosed as Annexure-D
- j. Copy of wage register witnessed by NPCIL representative for the bill period and bank transfer details.
- k. Monthly wage certificate issued by HR.
- l. Documentary proof of previous month EPF deposition showing statement for each UAN.
- m. Copy of ESIC registration details.
- n. Tax invoice/e-invoice or undertaking of e-invoice in triplicate.
- o. Documentary proof of previous month ESI deposition including employee wise details of remittance, if applicable.
- p. Proof of previous month BOCW Cess remittance if applicable.
- q. Signed Annexure - G for Pradhan Mantri Rojgar Protsahan Yojana (PMRPY) Scheme undertaking if applicable (along with first RA Bill).

C) For payment of the Final Bill:

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

- a. No claim declaration by the Contractor
- b. Indemnification by the Contractor regarding compliance of EPF & MP Act, 1952
- c. No dues certificates if any.
- d. Signed Annexure- G for PMRPY Scheme undertaking.

- e. Indemnification by the Contractor regarding compliance of BOCW Act, 1996, if applicable.
- f. Wages certificate from HR section up to actual date of completion.

D) Compliances by the bidders on statutory requirement:

a. **RA Bill / Final Bill:**

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

b. **Release of PBG / SD:**

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

17. CONTRACTOR'S FUNCTION AND ORGANISATION:

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

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

- e. The Contractor should take all preventive measures and comply with the guidelines notified by the statutory bodies, circulars & SOP's issued at NPCIL site, from time to time, to contain the spread of diseases in epidemic and pandemic scenarios.

18. GROUNDS FOR BANNING:

Details are covered in NIT.

19. VULNERABILITY ATLAS OF INDIA: NOT APPLICABLE

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

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

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

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

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

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history

- v. Number of cyclonic storms/ severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

20. SUMMARY OF PENALTIES:

Penalty provisions:

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

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

1) Category I: Penalty on violation of Radiation Protection Procedure/Provisions: NOT APPLICABLE

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.	25,000/- per violation.	
2)	<p>a) Not using TLD in radiation area/Not using TLD while working controlled area of Reactor Building;</p> <p>b) Not using Dosimeter as per RWP/ Not using appropriate dosimetric device as instructed in RWP;</p> <p>c) Not using PPE as per RWP/ Not using appropriate personal protective equipment's as recommended in RWP;</p> <p>d) Misuse of TLD, DRD, alarming dosimeter (i.e. using the TLD or DRD or alarming dosimeter issued on other's name/ exchange of dosimeter with others);</p> <p>e) Tempering the dosimetry device (TLD, DRD etc), Alarming dosimetry or Bio-assay sample;</p> <p>f) Not depositing TLD at TLD counter while exiting the controlled area/ Not depositing DRD or alarming dosimeter at Health Physic Unit (HPU) counter after end of the shift;</p> <p>g) Non- Compliance in submission of Bio-assay sample;</p> <p>h) Non-compliance of Whole-Body Counting (WBC) of individual;</p> <p>i) Violation of monitoring procedure at inter zonal exit points and/or at Radiological / Zonal Monitors;</p> <p>j) Non wearing recommended protective clothing in Zone-IV of Reactor building.</p>	1500/-	
3)	<p>a) Loss of TLD;</p> <p>b) Loss of DRD;</p> <p>c) Loss of any other Dosimetry device issued by Health Physics Unit.</p>	10,000/-	
4)	Any other violation of radiation protection procedure	2000/-	

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

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

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

	in-charge at his/her discretion)		(whichever is higher) per violation/incident/person
6)	Non-deployment/Absence of minimum number of Contractor's Engineer (i.e. Contractor's Employee classified above Highly Skilled Category of Labour) (In case of contractor's person on duty leaving for emergency situation, the penalty provisions may be waived off by the Engineer-in-charge at his/her discretion)	1.25	Daily Minimum wages corresponding to 1.5 times highly skilled category of worker and schedule of Employment of Central or State Govt (whichever is higher) per violation /incident/person

4) Category IV: Penalty on General Violation:

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

Notes:

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

where,

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

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

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

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

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

Deployment in Contractor's Supervisor provisions:

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

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

Special Instructions – Special Conditions of Contract

Part-II

GENERAL

1. GENERAL INFORMATION TO THE BIDDERS:

1.1 PROJECT:

The Roof top solar installation work through this tender is proposed to be carried out at NUB Building, Mayur Guest House and Rajhansh Guest House buildings at Anushaktinagar, Mumbai. The 495kW capacity proposed in the name of the work is only indicative & the scope of work for this contract does not include TV store location. The feasible kW capacity to be installed each on NUB, Mayur & Rajhansh guest building has to be worked out by the successful bidder, based on their independent feasibility assessment of the areas being made available by NPCIL and based on its acceptance to NPCIL, the work shall be further proceeded.

1.2 LOCATION:

The said work shall be carried out on the Roof top of NUB, Mayur Guest House and Rajhansh Guest House, Anushaktinagar, Mumbai.

1.3 ACCESS:

NOT APPLICABLE

1.4 METEOROLOGICAL DATA:

The Meteorological data of the area is as Follows.

Parameters	Maximum	Minimum	Average
Temperature (°C)	35°C	17°C	27°C
Rainfall in mm	226mm/day	NA	2420mm
Relative Humidity in %	96.8%	26.4%	74.8%
Wind speed at 10 meter height in m/s	11.1m/s	NA	3.7m/s

1.5 SITE INSPECTION

The bidder should visit the site and familiarize themselves thoroughly with the site conditions before submitting their bids. Non familiarity with site conditions will not be considered as a reason either for extra claims or for not carrying out the work in strict conformity with drawings and

Technical Specifications as specified / mentioned in the tender document. For any information on site visit, the bidder may contact the office of Engineer- in- charge (CTC) with prior intimation.

2. SPECIAL CONDITIONS OF THE CONTRACT:

2.1 CONTRACT SCHEDULE:

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

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

2.2 WORKS CO-ORDINATION:

The contractor shall note that several other agencies may also be simultaneously working within and around the work site and structures covered under present contract. Such works are to be carried out without any hindrance and the Contractor should co-ordinate his activities and extend all his co-operation to the other agencies working therein. In case of dispute in such co-ordination, the decision of Engineer-in-Charge shall be final and binding on the Contractor.

2.3 SECURITY:

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

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

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

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

e) Residential proof.

Note:

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

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

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

2.4 TEMPORARY APPROACH ROADS:

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

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

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

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

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

3.1 MINIMUM WAGES:

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

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

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

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

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

Category of manpower	Present wage rate (w.e.f. 01-10-2024) in (Rs.)
Unskilled	810.35
Semi-skilled / unskilled supervisory	868
Skilled / Clerical	954
Highly skilled	1035

3.3 SPECIAL AND TRANSPORT ALLOWANCE:

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

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

	Schedule of Employment	Category of manpower	Special Allowance per day (Rs.)	Transport allowance per day (Rs.)
5	Construction or Maintenance of Roads, Runways, or in Building, Operations- All other types of works.	1) Unskilled	118.35	28.40
		2) Semi-Skilled/unskilled supervisory	136.60	32.78
		3) Skilled / Clerical	144.73	34.73
		4) Highly Skilled	149.73	35.93

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

3.4 OVER TIME:

As per respective Site / Project

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

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

4. REGISTRATION OF CONTRACTORS UNDER BOCW Act, 1996:

As per respective site.

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

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

5. DEPLOYMENT OF MANPOWER:

- 5.1 For the contract where minimum man power is specified, the Contractor shall ensure that the manpower is deployed at all times as per the tender requirements. If Contractor fails to meet these conditions, then a penalty as per the relevant Clause shall be imposed for any shortfall.
- 5.2 Medical fitness certificate of all manpower has to be submitted by the Contractor in the prescribed format before deploying any manpower for the job and the same has to be re-validated after completion of one year of the Contract, wherever applicable. This format titled “Medical Fitness Certificate” is attached in this section as Annexure – A. 18 years and above aged persons only will be permitted to work. However, age limit for crane operator, riggers and forklift operator should not be more than 58 years.
- 5.3 The Contractor has to depute his manpower for the mandatory training such as First aid, industrial safety, radiation safety / Emergency Preparedness qualification (wherever applicable) as per the schedule prescribed by NPCIL.
- 5.4 The contractor shall not engage the persons already working with other contractors at respective NPCIL site without NOC from respective contractors.

6. Other General Condition of Work:

1. Normally, works will be carried out in general shift normal duty hours (i.e. 09:00 to 18:00) but whenever required, jobs may have to be carried out in round the clock shift as per instruction of EIC.
2. Contractor should note that the work may be required to be carried out in normal duty Hours/round the clock/any or all the three shifts or as and when required within the time span as directed by the Engineer-In-Charge.
3. For execution of work, different working team shall be formed on day to day basis the working team consists of highly skilled, skilled & semi-skilled manpower depending upon the nature of job as decided by engineer-in-charge or his representative for satisfactory execution of work.
4. The works on electrical installation/systems shall be awarded to the contractor having Electrical license issued by the Electrical Inspector of State Government / Central Government. The contractor should possess valid electrical license.
5. Contractor Supervisor:
The contractor shall deploy minimum One (01) Supervisor possessing minimum qualification Bachelor in Electrical Engineering or / Diploma in Electrical Engineering with one year experience on all working days at his own cost, who shall be responsible for supervision of the work and ensure quality for electrical works.
In case of absence of Supervisor, similar type of man power shall be deployed by the Contractor, otherwise penalty shall be imposed as per clause no. 20 for Penalties of Special conditions of Contract.
Contractor supervisor shall be responsible to co-ordinate the work as per instructions given from time to time, communicating reports on daily job progress & manpower engaged to NPCIL and receiving materials, etc. from departmental stores, if any. Also, if supervisor goes away from duty place during working hours without taking prior permission of Engineer-In-Charge, the proportionate amount for the absent hours will be deducted from bills at above mentioned rates.
6. The contractor, before start of work shall intimate the details, i.e. name, qualifications and residential address at Mumbai (incl. contact phone no.) of the qualified approved Site Supervisor required to be employed by him as per terms of the contract to supervise the works and get him approved by Section Head before deploying at site. No work shall be taken up in absence of supervisor.
7. The Contractor's Supervisor shall be capable of understanding the drawings & specifications and be aware of various codes applicable to the work.
8. Safety Supervisor At work place safety shall be ensured by contractor, implementation of different safety requirements of contract work. The contractor shall follow all instruction given by HQ safety section. Contractor shall ensure the safety guide is compiled with fully. Separate safety supervisor is not

required for this work, however whole responsibility of safe work shall be in contractor scope. Supervisor deputed for normal work shall also work as safety supervisor and ensure all safety requirements.

9. The technicians deployed in electrical related work in this contract must have valid Electric/ wireman License from Electrical Inspector, issued by state government. Work will be commenced only after Submitting of these certificates for each technician.

10. The manpower may be deputed for the any work as per requirement to execute the work as mentioned in scope of work. Manpower can be increased or decreased as per station requirement.

11. The original documents/certificates pertaining to fulfilment of qualification and experience of Manpower shall be submitted to Engineer-In-Charge or his representative for verification.

Note: - Contractor is responsible for the veracity of the original documents/certificates submitted by their Manpower.

12. During the contract period contract manpower may be required to overstay beyond working hours as per job requirement. OT-beyond the prescribed normal duty working hours, shall be paid to the manpower by the contractor.

a) Contractor however has to provide a substitute worker on the days of absence of any of the workers or else contractor shall be liable to pay penalty in accordance with the relevant provisions.

13. During the execution of the contract and until completion certificate is issued. The contractor is fully liable to compensate all concerned for any loss, damages or destruction of work, structure, property etc.

14. Contractor shall supply the necessary T&P (Tools, Tackles & plants), consumables etc. in order to Complete the job in all respects.

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

Date:

Signature of Contractor
With Seal

7. Supplement/Amendment to GCC:

a. Clause No. 11.3 of GCC shall be read in conjunction with following clause:

“In case of retrospective revision in minimum wages by Government notification, the applicable indices for labour shall be taken as the prevailing Minimum Wages (as notified till the date of submission of tender) as on the last day of the previous month prior to the date of submission of tenders.

b. The following clause in Special Conditions of Contract (S.C.C.) shall supplement/amend General Conditions of Contract (GCC). Wherever there is a conflict between the two, the provisions in SCC shall prevail over those in GCC:

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

11.11.1 Indirect Taxes and Duties:

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

11.11.1.2 Since total contract price is inclusive of all taxes, duties, levies, cess etc. as stated above (in clause no. 11.11.1.1) including GST, no separate reimbursement on this account will be applicable on price adjustment, if any, payable under the contract.

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

11.11.1.4 In case of increase in existing rate of GST and /or introduction of any other new tax or cess, if levied by Government during the contractual completion period, the incremental rate of GST (with respect to existing rate) and/or any other new tax or cess, shall be reimbursed/paid by the Corporation upon verification of the necessary documentary evidence submitted and its acceptance by the Corporation. The payment/reimbursement of statutory variations in the rates of GST and/or of new tax or cess imposed under statute or law in India as above would be restricted only to direct transactions between the Corporation and the Bidder. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

- 11.11.1.5 Statutory variation in any other statutory liabilities, taxes (excluding GST), cess, duties, levies, BOCW cess, fees, royalty, commission etc. during the currency of the contract shall not be reimbursed / paid by the Corporation and it shall be the sole responsibility of the Bidder to bear such variations.
- 11.11.1.6 For extension in the contractual completion date for the reasons attributable to the Corporation and/or Force Majeure, increase in existing GST and new Tax or cess, if introduced by Government in the extended period shall be reimbursed to the Contractor upon verification of the necessary documentary evidence submitted and its acceptance by the Corporation. No increase in GST, new tax or cess if introduced by the Government shall be payable during the period of delay due to the reasons attributable to the Contractor.
- 11.11.1.7 If there is an upward revision in the rate of GST within contractual completion date due to change in classification by the bidder, such upward revision shall not be entertained as per clause no 11.11.1.4 & 11.11.1.6 and the payment towards GST will be restricted to the quoted rate of GST.
- 11.11.1.8 GST on Liquidated Damages (LD), if applicable, and/or penalty, if applicable, shall be to the account of the Contractor and shall be recovered from payments due to the Contractor.
- 11.11.1.9 The bidders are required to examine the provisions of The Central Goods and Services Tax Act 2017 (CGST), The Integrated Goods and Services Tax Act 2017 (IGST), The relevant SGST act of the State Government, The Union Territories Goods and Services Tax Act 2017 (UTGST) and The Goods and Services Compensation to States Tax Act 2017 and their Rules as being enacted and amended from time to time. The bidders are required to take into account all input tax credits and the exemptions available therein while furnishing their bids.
- 11.11.1.10 The Bidder shall quote the prices giving breakup in the manner specified in the prescribed price bid format along with Part-2 (Price bid). The Bidder shall quote the applicable rate of GST (%) in the appropriate place.
- 11.11.1.11 The Bidder shall indicate the GST (%) as applicable seven (7) days prior to last date for Bid Submission.
- 11.11.1.12 In case of bid received from bidder(s) who have opted for the composition scheme under GST Law, the bidder(s) shall specifically mention the same in his Bid. Corporation shall not be liable to pay/reimburse any GST on the work executed by such bidders under the Contract.
- 11.11.1.13 In case of bid received from unregistered contractors a declaration to this effect shall be submitted.
- 11.11.1.14 In case of all materials identified by the Contractor and Corporation to be dispatched directly from the sub-vendor's work to Corporation's site, the Contractor shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, "Billed to the Contractor and Shipped" to the Corporation's site. The Contractor shall further ensure that he raises his corresponding Tax Invoices in the name of Corporation during transit of the materials before the delivery of materials is taken by Corporation.

- 11.11.1.15 The implications of GST on return of goods will be as per the provisions of the relevant GST Laws.
- 11.11.1.16 Bidders are required to provide their GST Registration numbers in Part-I (Technical and Commercial bid except price).
- 11.11.1.17 While claiming the GST, the bidders are required to adhere to the provisions available therein. The Contractors are required to ensure that, the details of GST charged in the Invoice and other details are filled in the GST Returns within the due date as notified by the GST Council, and also certify the same in Annexure-A, only upon which reimbursement of GST would be considered.
- 11.11.1.18 Please note that in case of any refund/credit to GST if granted to bidders by GST Authorities in respect of work executed under the contract, bidders will pass on the credit to the Corporation immediately along with a certificate from bidder's Director/Manager/ Proprietor/Accountant that the credit so passed on relates to the GST originally paid for work executed under the contract.
- 11.11.1.19 When GST is claimed by the Contractor in general the certificate as per Annexure-A should be submitted to the paying authority with their invoices.
- 11.11.1.20 Input Tax Credit (ITC) available to the bidders shall be taken into consideration while quoting price and bidder shall pass on all such available ITC benefits to the Corporation. In case any additional ITC benefit is granted to the bidder by GST authorities after bid submission, the same shall be immediately passed on to the Corporation and such value shall be indicated in the respective Annexure-A submitted along with the invoice for work executed under the contract.
- 11.11.1.21 The performance guarantee, insurance amount, retention money shall be calculated on all inclusive total contract price (stated as per clause no. 11.11.1.1).

11.11.2 Direct Tax -Tax Deduction at Source:

- 11.11.2.1 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.
- 11.11.2.2 The Corporation shall, at the time of their payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Corporation any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

11.11.2.3 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.

11.11.2.4 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.

11.11.3 Indirect Tax-Tax deduction at source:

11.11.3.1 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.

11.11.3.2 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.

11.11.3.3 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.

c. Amended Clause in SCC for Works and Maintenance Contracts

S.No.	GCC Clause No.	Existing Clause in GCC for Works and Maintenance Contracts	Amended Clause in SCC for Works and Maintenance Contracts
		In the case of materials brought to site for which any secured advance is included in the bill, the full assessed value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are in corporate in the work and secured advance is deducted from the bill, the full assessed value should be deducted from the cost of the work shown in the bill, running or final.	In the case of materials brought to site for which any secured advance is included in the bill, the value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are in corporate in the work and secured advance is deducted from the bill, the value of secured advance actually paid corresponding to the quantity of material used and measured in the bill should be deducted from the cost of the work shown in the bill, running or final.

1	11.3.8		<p>Further;</p> <p>a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance.</p> <p>b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 270 days from the issue of such secured advance.</p>
2	12.2.2 b)	<p>For Materials :The Contractor on Signing an indenture in the form to Be specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high-risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works.</p>	<p>For Materials :The Contractor on Signing an indenture in the form to be Specified by the Engineer-in-charge 75% percent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract and have been brought to Site for incorporation in the Works And are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in- Charge but have not been so incorporated. However, in case of perishable materials the Contractor shall provide an insurance cover for the full cost. No secured advance shall be payable on high-risk material such as glass, sand, petrol/ diesel etc. The advance payments under this shall be adjusted as and when materials are utilised in the Works.</p> <p>Further;</p> <p>a) For contracts with a contractual completion time of up to 2 years, unadjusted secured advance should be recovered through the next RA bill after expiry of 120 days from the issue of such secured advance.</p> <p>b) For contracts with a contractual completion time of more than 2 years, unadjusted secured advance should be recovered through the next RA bill after</p>

		expiry of 270 days from the issue of such secured advance.
--	--	--

d) Information for eBG from NeSL portal:

NO.	Description	Details
1	Beneficiary PAN	AAACN3154F
2	Beneficiary NAME	Nuclear Power, Corporation of India Limited
3	Date of Incorporation	03/09/1987
4	Beneficiary Email ID*	monicameghani@npcil.co.in
5	Contact number*	02225991807
6	Legal Constitution of the party	Company
7	Registered office address	16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai
8	Registered office address Pin code	400005
9	Communication address*	NPCIL ,HQ mumbai
10	Communication address Pin code*	400094

MEDICAL FITNESS CERTIFICATE

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

Details of examinations are given below:

Personal attributes:

1. Height:
2. Chest:
3. Weight:
4. Hearing:
5. Sight:
6. Skin:
7. Heart beating:

Medical aspects:

1. Urine:
2. Blood pressure:
3. Epilepsy:
4. Flat foot:
5. Frequent headache
or reeling sensation:
6. Mental depression:
7. Limping gait:
8. Aerophobia:

Name:

Sign:

Rubber Stamp of Medical Practitioner
with Reg. No.

Signature of workman:

ANNEXURE – B

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

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

- a) Copy of Wages Register.
 - b) Details of payment made by contractor to contract workers.
 - c) EPF Electronic challan cum Return including payment confirmation details.
 - d) Details of PF remittance of each contract workers in tabular form.
 - e) ESI deposit challan & payment confirmation details including the details of ESI contributions in respect of each contract workers. If applicable.
 - f) Other documents as applicable i.e., proof of Bonus payment etc
- Above documents shall be duly verified by Engineer-in-charge of work.

INDEMNITY BOND

(For compliance of the EPF & MP Act, 1952 & the ESI Act, 1948)
(To be furnished by contractor before settlement of final bill)
(To be taken on Non-Judicial Stamp Paper of `200)

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

In pursuance of the above, I/We ___S/o___ R/o _____ (address) _____ and
Proprietor/Partner/Director/authorized representative (Designation) _____ of
M/s (name of the contractor) _____ hereby affirm and
declare as follows:

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

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

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

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

Witnesses:

1. Name :
Address :
Signature :
2. Name :
Address :
Signature :

CERTIFICATE OF ISSUE OF UNIFORM & SHOE

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

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

Signature of the contractor

Signature of department Representative

23 EPF - RECOVERY UNDERTAKING FORM UNDER PMRPY SCHEME

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

Name of Work:

Work order no:

Name of Contractor:

R A Bill No: _____ for the month of _____

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

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

Signature of Authorized Signatory

with stamp.

ENC

24 SECURITY DEPOSIT REFUND REQUEST FORM UNDER PMRPY SCHEME

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

Name of Work:

Work order no:

Name of Contractor:

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

Signature of Authorized Signatory

with stamp.

ENC

INDEMNITY BOND

(For compliance of the BOCW Act, 1996)
(To be furnished by contractor before settlement of final bill)
(To be taken on Non-Judicial Stamp Paper of `200)

This Indemnity Bond is executed on this _____ day of _____ by
M/s. _____ having its registered office at _____ (herein after
referred to as “Contractor”, which expression shall unless it be repugnant to the context or meaning
thereof, be deemed to mean and include their respective assigns, successors, executors and/or
administrators) of the one part AND

M/s.Kudankulam Nuclear Power Project, a Unit of Nuclear Power Corporation of India Limited,
Radhapuram Taluk, Tirunelveli District, Tamil Nadu – 627106 (hereinafter referred to as the “Company”,
which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and
include its assigns, successors,) of the other part.

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

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

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

For and On behalf of M/s. _____

NAME _____

(Authorized Signatory)

Rubber Stamp of Firm / Contractor’s Company

NAME AND SIGNATURE OF WITNESSES

1. _____

2. _____

Declaration Form for GST

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

Certified that:

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

Declaration Form for TDS

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

Certified that:

- (a) Whether Provisions of Section 1940 are applicable (**For Supply of Goods worth 50 Lakhs p.a.**): YES/NO
- (b) We have filed the return of income to the previous year (AY _____) preceding the year in which tax is liable to be deducted, within the prescribed time limit and hence, confirm that applicable rate of TDS is at Normal Rate.
- (c) We have linked the PAN to Aadhar and the PAN is not inoperative (applicable in case of individuals)

Incomplete information against point (a), (b) & (c) above under Declaration form for TDS, shall be subjects to deduction of tax at higher rate as applicable.

Signature of Contractor or their Authorised Representative with company seal.



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Enterprise)
संविदा एवं सामग्री प्रबंधन निदेशालय
Directorate of Contracts & Materials Management**



भारत 2023 INDIA
वयुधेव कुटुम्बकम्
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FIRST RA BILL

COVERING LETTER CUM CHECK LIST

Work Order No. _____ **M/s** _____

WO Value _____ **Work Star Date** _____ **Actual Completion Date** _____

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

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

8	Copy of communication for WO commencement date and change in commencement date, if any		
9	<p>Tax Related / Statutory Compliance:</p> <ul style="list-style-type: none"> a) Original GST compliant TAX INVOICE indicating WO number and bill period. b) Declaration from for GST from contractor as per NIT in addition to GST payment challan copy where WO rates are exclusive of GST. c) Registration copy of GST Certificate, PAN, EPF registration, Labour license, ESIC registration, Professional tax registration, if copies are not submitted to F&A along with vetted WO. d) Contractor Bank A/c details such as cancelled cheque, bank address, RTGS details. e) EPF / ESIC deposit challan for the month earlier to the preceding month, however not applicable, if first RA bill submitted in the next month of execution. f) In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded. 		
10	<p>Copies of Insurance Policies as per IRDA Rules and as per work order conditions up to DLP in the joint name of NPCIL and the contractor:-</p> <ul style="list-style-type: none"> a) CAR Policy valid up to : b) TPL policy valid up to : c) ESIC (Employee Compensation Policy, in case not covered ESIC) valid up to : 		
11	Copies of Transit / Storage insurance policies along with indemnity bond of required value as per work order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL premises.		
12	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with material accounting statement for verification of amount (if applicable)		
13	For hiring charges of cranes, vehicles, equipment sets. (if applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill and no recovery is due in the respect.		
14	All recoveries / penalties verified and effected / proposed in bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
15	EIC certificate for RA bill in CoManaS format.		
16	Labour payment certificate from HR-IR section as required under GCC / NIT / WO.		

17	Valid labour licence, if applicable, specific to the contract as per extant Labour Law.		
18	Reference of liability provision for works done but not paid by 31 st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		

Note:

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

Date:

(Signature of EIC)

F&A



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SUBSEQUENT RA BILL

COVERING LETTER CUM CHECK LIST

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

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

	preceding month. d) In case exemption from TDS (if any), copy of extension to valid extension certificate. e) Change in contractor's bank account details, if any		
6	Validity or extension of labour licence, if applicable		
7	a) Whether validity of performance Guarantee (PBG) exists as per GCC / WO with validity up to DLP plus 90 days claim period. b) BG /TDR /STDR in lieu of Retention money, if any as per clause 4.2.6 of GCC		
8	In case of extension of validity, copies of Insurance Policies as per work order / tender / conditions to DLP in joint name of NPCIL and the Contractor : a) CAR Policy valid up to : b) TPL policy valid up to : c) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:		
9	Copies of Transit / Storage insurance policies along with indemnity bond of requisite value as per Work Order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL premises		
10	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with material accounting statement for verification of amount. (in applicable)		
11	For hiring charges of cranes, vehicles, equipment etc. (If applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill and no recovery is due in this respect.		
12	All recoveries / penalties verified and effected / proposed in Bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
13	EIC certificate for RA bill in CoManaS format		
14	Labour Payment Certificate from HR-IR section as required under GCC / NIT / WO		
15	Reference of liability provision for works done but not paid by 31st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		

Note:

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

Date:

(Signature of EIC)

F&A



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Directorate of Contracts & Materials Management



FIRST & FINAL BILL

COVERING LETTER CUM CHECK LIST

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

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

	claim period duty forwarded by the EIC [see note 4]. b) No. of days delayed, if any in PBG submission as per GCC.		
8	Status of validity of Guarantee Bond/Additional Security (if any applicable) during the DLP		
9	Copy of communication for WO commencement date and change in commencement date, if any		
10	Completion certificate in CoManaS format without any manual correction. (Any Addl. Information shall not be treated as correction)		
11	Compliance Certificate as per GCC clause No. 5.5.5 in CoManaS format		
12	Inspection Certificate ComanaS format without any manual correction.		
13	No Demand Certificate in the contractor's letter head as per CoManaS specified format (to be submitted along with approved variation statement)		
14	Copy of Final Time Extension approval with financial concurrence, if proposal of final time extension is under process parallelly, then mention accordingly while forwarding final bill		
15	Copy of approval with financial concurrence for all Additional Qty/Extra/Substituted items. Further the same to be updated in CoManaS before claiming payment in bill.		
16	Tender structure statement through CoManaS System for the L1 Position duly signed by EIC and checked by F&A.		
17	Labour Payment Certificate from HR-IR section up to <u>actual date of completion</u> as required under GCC / NIT / WO.		
18	The Contractor shall indemnify on stamp paper for appropriate value that provision of EPF & MP act-1952 applicable have been compiled with and contractor will stand responsible for any future received from any agencies (if applicable)		
19	No dues certificate from – (before releasing payment) a) CISF b) Health Physics Unit (applicable for Ra-		

	<p>diation and WMP areas)</p> <p>c) Safety Section</p> <p>d) Material Accounting section (MAIS) (if applicable)</p> <p>e) HR-EM or HR-HS or any other agency.</p>		
20	<p>Tax Related / Statutory Compliance</p> <p>a) Original GST compliant TAX INVOICE indication WO number and bill period.</p> <p>b) Declaration copy of GST as Annexure-H of NIT in addition to GST payment challan copy where WO rates are exclusive of GST [also see note-3]</p> <p>c) Registration copy of GST Certificate PAN, EPF Registration, Labour License, ESIC Registration, Professional tax registration, if copies are not submitted to F&A along with vetted WO</p> <p>d) Contractor Bank A/c details such as cancelled cheque, bank address, RTGS details.</p> <p>e) EPF / ESIC deposit challan</p> <p>f) In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded</p> <p>g) Certificate from a Chartered Accountant on GST payment after setting off and passing on to NPCIL for all applicable with respect to be contract in the given format</p>		
21	<p>Approval with financial concurrence for extra Tax Difference (Service tax, GST etc. as per applicability)</p>		
22	<p>Copies of Insurance Policies as per IRDA Rules and as per work order conditions up to DLP in joint name of NPCIL and the Contractor</p> <p>a) CAR policy valid up to:</p> <p>b) TPL Policy valid up to:</p> <p>c) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:</p>		
23	<p>Copies of Transit / storage insurance policies along with indemnity bond of requisite value as per work order /</p>		

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

Note:

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

7. The requisite certificates / statements should be in COMANAS format, wherever applicable.

Date:

(Signature of EIC)

F&A



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



Format of certificate to be submitted in work order final bill
On letter head of a CA

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

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

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

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

Date:

Signe & sealed by

Chartered Accountant with membership no.

Through- The contractor
M/s _____
(Authorized Signatory)
Work Order No. _____

Forwarded by: Engineer-In- Charge
(Signature)

To be submitted in original to:
Manager (F&A)
Works



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया
लिमिटेड
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Directorate of Contracts & Materials Management



FINAL BILL

COVERING LETTER CUM CHECK LIST

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

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

7	Inspection certificate CoManaS format without any manual correction.		
8	No Demand certificate in the contractor's letter head as per CoManaS format. (to be submitted along with approval variation statement)		
9	Copy of Final Time extension approval with financial concurrence. If proposal of final time extension is under process, then mention accordingly while forwarding bill.		
10	Copy of Final Time extension approval with financial concurrence for additional Qty. / Extra / substituted items. Further the same to be updated in CoManaS before claiming payment in bill. If proposal of final time extension is under process, then mention accordingly while forwarding bill.		
11	Tender structure statement through CoManaS system for the L1 position duly signed by EIC and checked by F&A.		
12	Labour payment certificate from HR-IR section up to actual date of completion as required under GCC / NIT / WO.		
13	Contractor shall indemnify on stamp paper for appropriate value that provision of EPF & MP act-1952 applicable have been completed with and contractor will stand responsible for any future claims received from any agencies. (if applicable)		
14	No due certificate from: (before releasing payment) a) Security section b) Safety section c) Health Physics Unit (applicable for Radiation & WMP areas) d) Material accounting section (MAIS) (if applicable) e) HR-EM or HR-HS or any other agency.		
15	Tax Related / Statutory Compliance a) Original GST compliant TAX INVOICE indication WO number and bill period. b) Declaration copy of GST as Annexure-H of NIT in addition to GST payment challan copy where WO rates are exclusive of GST [also see mote-3] c) EPF / ESIC deposit challans d) In case exemption from TDS (if any), copy of valid exemption certificate to be forward-		

	<p>ed.</p> <p>e) Change in contractor's bank account details, if any.</p> <p>f) Certificate from a Chartered Accountant on GST payment after setting off and passing on to NPCIL for all applicable with respect to be contract <u>in the given format</u></p>		
16	Approval with financial concurrence for extra Tax Difference (Service tax, GST etc. as per applicability)		
17	<p>Copies of extension of validity of Insurance Policies, if any as per work order conditions up to DLP in joint name of NPCIL and the Contractor</p> <p>d) CAR policy valid up to:</p> <p>e) TPL Policy valid up to:</p> <p>f) ESIC (Employee Compensation Policy, in case not covered under ESIC) valid up to:</p>		
18	Copies of Transit / storage insurance policies along with indemnity bond of requisite value as per work order / tender conditions (if applicable) in case if material / equipment goes outside NPCIL premises		
19	If any material issued on chargeable basis, then recovery of the same has been proposed in RA bill along with MAIS statement for verification of amount (if applicable)		
20	For hiring charges of cranes, vehicles, equipment etc. (if applicable). EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy if attached with the bill and no recovery is due in this respect.		
21	All recoveries / penalties verified and effected / proposed in Bill as per tender / WO conditions. EIC to ensure that GST invoice is raised within the due date as per Rules before forwarding the bill to F&A and invoice copy is attached with the bill.		
22	EIC certificate for the bill in CoManaS format.		
23	Whether the work period under final bill has been executed within the validity of labour license as applicable under extant Labour Law		
24	Reference of liability provision for works done but not paid by 31 st March for the respective year. If not so provided, being a prior period expenditure an approval to be obtained from Competent Authority, if applicable.		

25	Confirm whether any litigation / dispute matter pending against the WO (furnish copy of relevant document, viz., arbitration award)		
26	Variation Statement in COMANAS along with Standard format enclosed. If variation statement is under process parallelly, then mention accordingly while forwarding the draft final bill for checking purpose.		
32	Approval for foreclosure / short closure of the WO (if applicable)		

Note:

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

Date:

(Signature of EIC)

F&A

SECTION -IV

GENERAL CONDITIONS OF CONTRACT

**Bidders may please note that GCC is
available with tender document on
www.etenders.gov.in**

Name of Work:

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

SECTION – V

TECHNICAL SPECIFICATION

Name of the Work:

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

TECHNICAL SPECIFICATIONS OF WORK

1) Specification of Solar PV Modules (part of item no-1,2,3)

The Photovoltaic modules must be tested & approved by one of the IEC authorized test centers as per relevant and latest IEC standards.

Applicable standards

- IEC 61215 / IS 14286 - Crystalline silicon terrestrial photovoltaic (PV) modules – Design qualification and type approval
- IEC 61730 Part 1 and 2 - PV module safety qualification
- IEC 61701- Salt mist corrosion testing of PV module
- IEC 62109-1/2 - Safety of power converters for use in photovoltaic power System
- IS: 875 - For wind speed design of solar PV structure

Solar PV modules shall be High-performance high efficiency MONO PERC Modules. Detailed specifications of the solar PV modules are given below

Type	Mono PERC with half-cut cell configuration
Efficiency	>20%
Module minimum rated power	540 Wp or more
Number of cells	144
Bypass diodes	3 numbers or more per module (Schottky type)
Glass	3.2 mm Low Iron and Tempered glass with ARC coating
Encapsulate	PID Free & UV Resistant
Degradation warranty	Panel output (Wp) capacity to be >=90% of design nominal power after 10 years and >=80% of design Nominal power after 25 years.
Module frame	Anodized Aluminum Alloy
Junction box	IP68 Split junction box with 3 bypass diodes
PID resistant	The crystalline silicon-based modules supplied should be of Potential Induced Degradation (PID) free modules and the test certificate from third party lab complying with the same shall be provided.
RF Identification tag for each solar module	Shall be laminated inside the module and must be able to withstand environmental conditions and last the

	Lifetime of the solar module.
Wind load	2400 Pa
Cable & Connector (Protection degree / Type)	IP68 rated / MC4 compatible

Bidder shall comply with MNRE Notification dated 29.04.2024 regarding Approved Models and Manufacturers of Solar Photovoltaic Modules (Requirement for Compulsory Registration) Order, 2019 and its amendments issued time to time.

A suitable number of Solar PV modules shall be connected in a series string. A suitable number of series strings shall be connected in parallel to formulate a series-parallel array (if required). The PV strings and array shall be designed to match the inverter input specifications.

Designing of the solar PV system on PV.SYST or Equivalent software along with Array Layout Drawings, SLD's of system etc. The same shall be submitted to the department for approvals.

The module frame shall be Torsion and corrosion resistant anodized aluminium frame. All the offered solar PV modules shall be of single make.

Testing and inspection:

All acceptance tests as per IEC 61215 / IS 14286 shall be carried out in the presence of Dept. representatives at the assembler's works or any third-party lab approved by MNRE. Cost of testing shall be included in the cost of the item no-1,2,3.

2) Solar PV Modules Mounting Structure (item no-4.0)

The PV modules shall be mounted on fully modular metallic dead weight type of structures having adequate strength and appropriate design, which can withstand the load of the modules and high wind velocities. The support structure shall be hot dip galvanized steel.

Detailed specifications for the mounting structure are given below

Wind velocity withstanding Capacity	50 Meter / Second
Structure material	Hot dip galvanized steel with a galvanization thickness of 100 microns.
Bolts, nuts, spring washers etc.	Stainless steel of grade SS 304 (M6, M10 etc. with 2 set of washers)
Mounting arrangement for PV module	Using prefabricated fully modular hot dip galvanized MS frame work for holding the PV panels comprising of L brackets, Rafters, Perlin's, Vertical posts, Column Bracings, Rear Bracings, Block Tray Members, Base Plates etc.

Mounting arrangement for Dead weight	Prefabricated hot dip galvanized MS \Block Tray made up of L & C sections with suitable support plate welded at the base on each leg. Suitable EPDM Sheet shall be provided below plate at each leg.
Installation	The structures shall be designed for simple mechanical on-site installation without any welding work. No grouting or tampering of waterproofing is allowed on the roof.
Minimum distance between roof edge and mounting structure	500 mm
Access for panel cleaning and Maintenance	All solar panels must be accessible from the top for cleaning and from the bottom for access to the module junction box.
Panel orientation	Preferably South facing.
Dead Weights for PV panels	M20 grade PCC blocks. PCC blocks shall be properly secured and placed on the frames.

- a) Module Mounting Structures shall be designed to withstand the extreme weather conditions in the area (as per National Building Code 2016).
- b) For Module Mounting Structures design analysis and determination of forces, where computer program (preferably STAAD) is used, the contractor shall submit a STAAD report for review and approval. It may be ensured that the design has been certified by a recognized Lab/ Institution/chartered Engineer in this regard and submit wind loading calculation sheet to EIC.
- c) The contractor shall prepare installation details of the solar PV modules and the support structures with lay-out drawings and array connection diagrams. The work shall be carried out as per the designs approved by the EIC.
- d) Each structure should have angle of inclination of 9 – 11 degrees (or as per the site condition) to maximize the insolation and also considering to withstand wind velocities.
- e) All structural designs including dead weight (PCC blocks) sizes shall be furnished by the successful bidder for evaluation and validation by EIC before fabrication during execution.

Inspection and testing:

All the GI fabrications shall be inspected at Galvanizer's works for

- i) Visual inspection and bill of material at GI structure manufacturer works.
- ii) Acceptance Tests for galvanizing material as per IS at manufacturer works as per IS 4759, IS 2629, IS 2633, IS 6745.
 - a) Adhesion/Hammer test
 - b) Knife test
 - c) Zinc coating thickness test
 - d) Preece test-copper sulphate test
 - e) Mass of zinc-stripping test.

- iii) Supplier shall submit the chemical test report of the all Mild steel HR sheet materials.

3) Array junction box (part of item no-1,2,3)

Array junction boxes shall be provided at Inverter locations to accommodate the following:

- a) DC disconnectors to disconnect the PV strings from the Inverter for maintenance purpose. (One for each string)
- b) 1000V, I_{max} 40kA Type 2 Surge Protection Devices for protection against surge currents and voltages. (One for each MPPT).
- c) 1000V DC String fuses (One for each string).

The junction boxes should be wall mountable dust, vermin & waterproof & made of Thermoplastic (polycarbonate) / ABS enclosures with transparent covers having IP 65 & IK 08 protection for long-term use in PV systems.

The junction boxes shall have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming & outgoing cables. Suitable markings shall be provided on the bus bar for easy identification & cable ferrules shall be fitted at the cable termination points for identification. (on AJB side as well as PV module side). Flexible sleeves shall be provided at cable termination point.

All fuses shall have DIN rail mountable fuse holders & shall have a voltage rating and current rating as required.

5% spare terminals (along with cable glands) rounded off to next higher integer shall be provided to connect the PV strings in future. All terminal blocks shall be rated for min 1000V and rated continuously to carry maximum expected current.

All internal wiring shall be carried out with 1100 V grade FRLS multi-stranded flexible copper wires. All internal wiring shall be securely supported, neatly arranged readily accessible and connected to component terminals and terminal blocks. Wire terminations shall be made with solder less crimping type tinned copper lugs which firmly grip the conductor and insulation.

4) String Inverter/Power Conditioning Unit (PCU): (part of item no-1,2,3):

The string inverter/power conditioning unit shall be provided to convert DC power produced by SPV modules into 3 phase, 4 wire AC power. The power conditioning unit/inverter shall be grid connected. Inverter output should be compatible with the grid voltage & frequency. The PCU shall have a minimum warranty of 5 years from the date of commissioning.

Typical technical features of the inverter shall be as follows:

- The kVA rating of string inverter for each PV system shall be according to the technical design and suitable for solar PV system's wattage.
- Inverter shall have inbuilt MPPT (Maximum Power Point Tracking) control to extract maximum energy from solar array and produce AC power.

- The AC output voltage and frequency of the inverter must synchronize automatically to the exact AC voltage and frequency of the grid. Grid voltage shall be continuously monitored and in the event of voltage going below or above a preset value, the solar PV system shall be disconnected from the grid within the set time. Both over voltage and under voltage relays shall have adjustable voltage setting and time settings (0 to 5 seconds).
- Inverter shall be IGBT (Insulated Gate Bipolar Transistor) based with associated control and protection devices.
- The continuous power rating of the individual inverter shall be equivalent to minimum 100% of peak power rating of each array or sub array connected to the inverter.
- Each individual inverter will have all necessary protections against disturbances in frequency, voltage and current of the grid due to internal or external faults, abnormal temperatures and islanding. Its prime function will be to protect itself and solar array from any factors as well as avoid unintentional islanding.
- The PCU shall have anti-islanding protection as per IEC 62116 or equivalent standard. In the event of captive bus failure, the inverter automatically switches to off- within 20-50 milliseconds. The Solar system shall be able to synchronize with the captive bus immediately after the restoration of captive bus.
- Control and read out should be provided on the indicating panel which is the integral part to the inverter. Display should be simple and show all the relevant parameter relating to PCU operational data and fault condition on LCD or equivalent display. It shall include all important parameter i.e. DC input voltage, AC output voltage, AC output current, AC output power, frequency etc.
- Inverter shall have ground fault protection on DC side.

There shall be following modes of functioning in inverters:

a. Standby Mode

- The control system shall continuously monitor the output of the solar power plant until pre-set value of voltage, frequency is exceeded.
- Basic System Operation (Full Auto Mode)
The system shall automatically “wake up” in the morning and begin to export power provided there is sufficient solar energy and the grid voltage and frequency is in range.
- Maximum Power Point Tracker (MPPT)
MPPT control algorithm shall adjust the voltage of the SPV array to optimize solar energy fed into the grid.

b. Sleep Mode

- Automatic – “sleep” mode shall be provided so that unnecessary losses are minimized at night. The power conditioner must also automatically re-enter standby mode when threshold of standby mode reached.

Specifications of Inverter are as follows:

- Maximum Input DC power: Similar to KWp of PV module system
- Maximum DC input voltage: 1000V
- Nominal Output Frequency: 50Hz
- Nominal Output voltage: 415 V (shall follow AC voltage and frequency of the grid)
- Nominal AC voltage tracking range: +20%, - 20%
- Nominal AC frequency tracking range: +5 Hz, -5 Hz
- Minimum number of MPPT per inverter: 2nos
- Power factor: 0.8 lagging to 0.8 leading
- Waveform: Pure Sine Wave
- Harmonics AC side total harmonic current distortion < 3%
- Efficiency >97% at full load and >90% at 20% load
- Losses: Maximum losses in sleep mode: 2W
- Maximum losses in stand-by mode: 10W
- Operation: Completely automatic including wake-up, synchronization (phase locking) and shut down.
- MPPT range must be suitable to individual array voltages.
- Enclosure IP rating: Minimum IP65 (except cooling section if applicable)

Protections:

- Surge Protection
- Ground Fault protection
- Over voltage
- Over current
- Over temperature
- Short circuit
- Lightning
- Anti-Islanding
- DC reverse polarity protection
- Manual intervention must be possible through an access code
- Emergency switch-off button

Indications through LED/LCD display

- Inverter ON
- Grid ON
- Inverter Under / Over Voltage
- Inverter Overload
- Inverter Over Temperature

Accurate displays on the front panel:

- DC input voltage
- DC current & AC voltage (all 3 phases and line)
- AC current (all 3 phases and line)
- Power factor
- Ambient temperature

- Instantaneous & cumulative array power
- Instantaneous & cumulative output power
- Communication interface: LAN port/RS485

The power conditioning units / inverters should comply with applicable IEC/ equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IS/IEC 61683 and IEC 60068 2(6,21,27,30,75,78).

All inverters/PCUs shall be IEC 61000 compliant for electromagnetic compatibility, harmonics, Surge, etc.

The MPPT units should qualify IEC standards. The enclosures should be min. IP 65 and as per IEC 62208 specifications.

The PCU/ inverters shall be tested from the MNRE approved test centres / NABL /BIS accredited testing- calibration laboratories. In case of imported power conditioning units, these should be approved by international test houses.

The inverter shall include adequate internal cooling arrangements for operation in a non-AC environment.

5. A.C CABLES (item no-5.01 to 5.06 & 6.01 to 6.08):-

This specification covers supply, testing, erection and commissioning of L. T. cables as detailed under bill of quantities/ materials.

5.1 Specifications of 1.1 kV, L.T. cable:

- i) This specification establishes the requirements of design, manufacture, testing (Routine and acceptance) at manufacturer’s works and delivery to site of 1.1 KV grades XLPE insulated, stranded circular or shaped Aluminium conductor cable, extruded PVC Type ST-2 inner sheathed, galvanized round wire/ G.I Flat strip armoured and overall extruded FRLS PVC outersheathed required for sub-soil installation and operation.
- ii) This specification establishes the requirements of design, manufacture, testing (Routine and acceptance) at manufacturer’s works and delivery to site of 1.1 KV grades PVC insulated, multi-stranded Copper conductor cable and FRLS PVC outersheathed unarmoured cables.
- iii) Standards and code (Latest Edition):

i)	IS-7098(Part-I)	:	Specifications for cross linked poly ethylene insulated PVC sheathed cables.
ii)	IS-1554(Part-I)	:	Specification for PVC Insulated(Heavy duty)

			Electrical Cables
iii)	IS-8130	:	Conductors for insulated electric cables
iv)	IS-3975	:	Low carbon Galvanized steel wires, Formed wires and tapes for armouring of cables
v)	IS-5831	:	PVC insulation and sheath of electric cables
vi)	IS-3961	:	Recommended current rating of cables
vii)	IS-10810	:	Methods of test for cables
viii)	IS-10418	:	Specification for Drums for electric cables
ix)	IS-1255	:	Code of practice for installation and maintenance of power cable up to and including 33kV rating.

5.2 LAYING OF CABLES:

Before cable erection, phase to phase, phase to neutral and phase to earth insulation and continuity of the conductor shall be ascertained.

Sharp bends shall be avoided. The bending radius shall not be less than as specified in IS-1255.

Cables shall be laid in the routes marked in drawings. Where the route is not marked, the contractor shall mark it out on the drawings and also on the site and obtain the approval of the departmental engineer before laying the cable.

ERECTION OF CABLES ON WALL/COLUMN/CEILING:

- Fixing of cables on wall/column/ceiling shall be clamped with min. 2 mm thick GI Saddle & 4-5 mm thick GI flats/angle supports with coach screws/anchor fasteners etc. The cable shall be clamped at every 350 mm or as instructed by EIC.
- Earth wires/GI strips of suitable size shall be laid along with cables for gland earthing purpose as per instruction of EIC.

Underground cables:

Cables shall be laid in the ground such that they will not interfere with other underground structure/services. L.T. underground cables shall be laid after excavating of uniform depth of min. 750 mm. and wide enough for laying required number of cables.

Cable route marker shall be provided at interval of every 15 meter on each cable length and bends. However at least one cable marker shall be provided if the length of buried cable is less than 15 meter. A 75 mm layer of sand above and below the cable and burnt bricks for LV shall be placed over the entire length of buried cable.

Joints in buried cable shall be identified by joint markers at each joint location.

Where underground cable cross Roads and water, oil, gas or seepage pipes the cables shall be laid in Hume pipes. For road crossing, the pipe for the cable shall be laid shall be buried at not less than 600 mm.

5.3 Testing at manufacturer works:

For cable length **greater than 1 Km** , all acceptance tests as per IS 1554 (Part - I)/IS 7098(part-I) shall be carried out by the supplier at their works in the presence of departmental engineer . Certificates of all routine & type test shall also be provided.

For cable length **less than 1 Km**, only certificates of all routine, type & acceptance tests shall be provided.

5.3.1 SITE TESTS:

The following tests shall be carried out after completion of cable laying activity &

Before cable termination: -

Continuity test:

The continuity shall be established with multimeter.

Insulation resistance test:

The insulation resistance shall be measured between phases, phase to neutral and phase to earth.

6. CABLE END TERMINATIONS (item no-5.07 to 5.09 & 6.09 to 6.12):-

- The cable glands for armoured cables shall be of double compression heavy duty type. Suitable cable glands for flexible/unarmoured cables shall be used. They shall be complete with neoprene rubber rings, two numbers galvanized M.S. washers, lock nuts etc.
- For Al cable Al lugs & for Cu cable Cu lugs shall be used. Wherever Aluminium to copper connection is required Bi-metallic strip/Bi-metallic lugs of suitable size shall be used as per instruction of EIC.
- For any connection, it has to be ensured that the full palm area of lugs shall remain in contact for effective current transfer. If required the bidder has to use spreaders/ Extenders for such purpose without any additional cost to NPCIL.
- Cu Lugs shall be of solderless, tinned & of heavy duty only unless otherwise specified. Cable lugs shall be fitted by crimping method only. The oxide inhibiting compound shall be used for removal of oxide film on conductor.
- Holes of appropriate sizes shall be drilled on cable gland plates of distribution board for cable/conduit entry and exit. The paint around the holes shall be scraped before fixing the cable glands. The armoring strands shall be cut suitably for glanding so that the cable shall not slip.

- Gland earthing shall be done as specified in the schedule of quantities(SOQ).
- The workmanship in end termination and glanding shall be excellent.
- G.I./aluminium cable tag markers shall be used for identification of cables. The cable numbers shall be punched on the tag markers. Minimum 16 SWG G.I. wires shall be used for fixing the cables tag markers.

7. AC Isolator Panel (For Fabricated ACDB) (item no-8.01,8.02):-

7.1 SCOPE: -

This specification covers design, manufacture, testing and commissioning of medium voltage panel.

7.2 STANDARDS: -

The design, manufacture and testing of the distribution panel/board shall comply with the latest issue of the following standards –

a)	IS - 2675	:	Specification for enclosed distribution fuse board and cut-outs for voltages not exceeding 1000Volts.
b)	IS - 4237	:	General requirement for switchgear and control gear for voltages not exceeding 1000Volts.
c)	IS - 10027	:	Specification for Composite Units of Air-Break Switches and Rewirable Type Fuses for Voltages Not Exceeding 650 V a.c.
d)	IS - 2208	:	Specification for HRC fuses link upto 650 Volts.
e)	IS - 375	:	Specification for marking & general arrangement for switchgears, busbars, main connection and auxiliary wiring.
f)	IS - 1897	:	Specification for copper strip for Electrical purposes.
g)	IS - 2147	:	Degree of protection provided by enclosure for low voltage switchgear.
h)	IS - 8623	:	Specification for low - voltage switchgear and controller assemblies.
i)	IS-10118	:	Code of practice for selection, installation & maintenance of switch gear and control gear

7.3 CONSTRUCTION:

- 7.3.1** The distribution panel/board shall be MS CRCA sheet metal enclosed cubicle type suitable for wall or floor mountings as indicated in schedule of quantities. It shall be totally enclosed, completely dust-proof and vermin proof.
- 7.3.2** Sheet steel work shall be of high quality and shall be free from burrs.
- 7.3.3** The enclosure shall be fabricated from minimum 14 SWG MS CRCA sheet steel.
- 7.3.4** The base frame shall be of minimum 50 X 50 X 65 mm MS angle for floor mounting.
- 7.3.5** The panel shall have minimum IP-54 degree of protection.
- 7.3.6** The design shall be based on modular construction. Barriers shall be provided between the modules as well as between vertical and horizontal busbars and the modules.
- 7.3.7** The distribution panel/board shall have a covering at bottom and top so that entry of dust and vermin is prevented.
- 7.3.8** Each module shall have an independent hinged door with concealed type hinges. Doors & cover plate will have neoprene rubber gaskets to prevent ingress of dust and vermin. The feeder doors shall have cam type locking arrangements except for bus bar covers which will be provided with zinc passivated nuts & bolts.
- 7.3.9** The design shall be dead front type. No live components shall be mounted on the door. All the components such as switches, fuses etc. shall be mounted on the rear plate of the module or with suitable mounting bracket as required. Sufficient space shall be provided for cable termination.
- 7.3.10** Door interlock shall be provided with every door so that it shall not be possible to open the door with switch in closed position.
- 7.3.11** Operating device shall be located only in front of switcher panel. No equipment shall be located below 250 mm and above 1900 mm.
- 7.4** **BUSBARS:**
- 7.4.1** Three phase and neutral copper busbar of hard drawn high conductivity electrolytic grade tinned copper shall be provided. The current density in busbar shall not be more than 800 A /sq. inch. Neutral busbar rating shall be of 100% of phase busbar.
- 7.4.2** The busbar chamber shall have screwed on sheet steel removable cover with gasket.
- 7.4.3** Bus bars will be provided with colour coded heat shrinkable PVC sleeves and will be

Supported on SMC / DMC / Fiber glass reinforcement insulator support.

- 7.4.4** The busbars support shall be non-hygroscopic anti tracking material. Busbar supports shall be provided at every 300 mm. apart or as directed by engineer.
- 7.4.5** Bolted joints shall be provided with couch screws, spring washers, lock nuts etc. for anti-vibration. The bolts shall either be of brass plated type.
- 7.4.6** The minimum clearance to be maintained for enclosed indoor air insulated bus bars for medium voltage applications shall be as follows:

<u>Between</u>	Min. Clearances
Phase to earth	26 mm
Phase to phase	32 mm

- 7.4.7** G.A. & detailed fabrication drawing for panel shall be submitted for dept. approval.

7.5 WIRING AND TERMINALS:

- 7.5.1** The distribution panel/board shall be factory wired.

- 7.5.2** All the internal wiring shall be carried out with stranded copper conductors, PVC insulated 1100/650 V grade of the following sizes :-

1. Control	-	2.5 sq. mm.
2. Earth	-	2.5 sq. mm.
3. CT	-	4 sq. mm.
4. 16A	-	2.5 sq. mm.
5. 25A	-	6 sq. mm.
6. 32A	-	10 sq. mm.
7. 63A	-	25 sq. mm.
8. 100A	-	25 x 3 sq. mm. copper strip
9. 200A	-	Copper strip of suitable size
10. 800A	-	Copper strip of suitable size

Flexible copper wires of suitable current rating and of 1100/650 Volts grade shall be used for internal wiring double compression lugs shall be used for terminating these wires. The lugs shall be fitted by crimping method only.

7.6 CABLE ENTRY:

Cable entry for all feeders shall be from top/bottom. Cables end base of adequate size to be provided wherever required.

Removable minimum 3 mm. thick sheet steel gland plates with appropriate size of knockouts for cables shall be provided. Holes for appropriate size of cable glands shall be made at site.

7.7 SWITCHES:

7.7.1 The switches shall be heavy duty type and shall be suitable for heavy duty/motor duty.

7.7.2 The switches shall be triple pole and neutral unit/triple pole as required.

7.7.3 Shrouds shall be provided for incoming live terminals & shall be minimum 3 mm. thick hylem/fire retardant laminate (FR).

7.7.4 The terminals shall have soaring washers.

7.7.5 ON-OFF mechanical indicators/switch position marking shall be provided.

7.7.6 Pad-locking facility shall be provided.

7.7.7 The switches shall be operable from front.

7.8 FUSES:

7.8.1 Wherever applicable, the fuse link of suitable rating shall be of HRC grip type to be supplied along with switchgear.

7.9 MCCB/MCB :

7.9.1 All the MCCBs with plug setting shall be TP & neutral with capacity as indicated in the S.O.Q.R. and have rotary handle with door interlock facility.

7.9.2 All the MCBs shall have atleast 10 KA breaking capacity.

7.9.3 Minimum 3 mm thick Hylam/FR shrouds/M.S. sheet shall be provided for covering all the live terminals and only dollies shall project outside for operation.

7.10 ENERGY METERS:

- 7.10.1** All energy meters shall be static energy meters with LCD display as specified in SCHEDULE OF QUANTITIES (SOQ)/specific requirements.
- 7.10.2** Additional space /mounting arrangements shall be provided in the panel as specified in specific requirements.
- 7.10.3** Energy meters shall have serial numbers & shall be fitted as instructed by Engineer in charge.

7.11 EARTHING:

- 7.11.1** Suitable sizes of G.I earthing studs/nut bolts terminals shall be provided at all four corners.
- 7.11.2** The entire hinged door will be connected to the main frame by flexible copper wire for earth continuity.

7.12 Switchboard Interconnection

All connection and tap offs shall be through adequately sized connectors appropriate for fault level at location. This shall include tap off to feeders and instrument/control transformers.

For unit ratings upto 250A, PVC insulated, copper conductor wires of adequate size to carry full load current shall be used. The terminations of such interconnections shall be crimped. Solid connections shall be used for all rating of above 250A.

All connections, tappings, clamping, shall be made in an approved manner to ensure minimum contact resistance. All connections shall be firmly bolted and clamp with even tension. Before assembly joint surfaces shall be filed or finished to remove burrs, dents and oxides and silvered to maintain good continuity at all joints. All screws, bolts, washers shall be zinc plated. Only 8.8 grade nuts and bolts shall be used for busbar connections.

7.13 Instrument Accommodation

All voltmeter and ammeter and other instruments shall be flushed mounted type of suitable size conforming to class 1 of IS 1248 for accuracy. All voltmeters/multifunction meter shall be protected with MCBs.

For MCCBs, instruments and indicating lamps can be provided on the compartment doors. The current transformers for metering and for protection shall be mounted on the solid copper busbars with proper supports.

On all the incomers of switch boards ON/OFF indicators lamps shall be provided suitable for operation on AC 230 volts supply. All lamps shall be protected by MCBs.

For outgoing feeders shall have only ON, OFF, Trip indications.

7.14 Wiring

All wiring for relays and meters shall be with PVC insulated copper conductor wires. The wiring shall be coded and labeled with approved ferrules for identification. The minimum size of copper conductor control wires shall be 2.5 sq. mm. Runs of wires shall be neatly bunched and suitably supported and clamped. Means shall be provided for easy identification of wires. Identification ferrules shall be used at both end of wires. All control wires meant for external connections are to be brought out on a terminal board. The cables and control wires shall be suitable for withstanding min. 105 deg C.

7.15 INSPECTION AND TESTING:

To be carried out in presence of Department representatives

7.15.1 Inspection:

The inspection shall consist of following, but shall not be limited to the same –

- a) Appearance and construction.
- b) Dimensions, mounting details etc.
- c) Feeder arrangement and feeder details.
- d) Door alignment, gaskets etc.
- e) Alignment of switch drive and handle.

7.15.2 Tests:

The following tests shall be carried out -

i. Insulation resistance:

The insulation resistance shall be measured between phases, between phase and neutral and between phase and earth. The insulation resistance shall be measured with 1000Volts megger, both before and after high voltage power frequency test. The insulation resistance shall not be less than three megaohm in any case.

ii. High voltage power frequency test:

This test shall be carried out by applying a voltage of 2.5kV for one minute.

- between all three phases and earth.
- between the phases.
- between phases and neutral.

iii. Routine test as per IS shall be carried out on the panel.

If the result of inspection and tests are not satisfactory, the defects shall be rectified and tests shall be repeated to entire satisfaction of engineer-in-charge/consultant without any extra charge to employer. The inspection and tests result shall be submitted to engineer-in-charge for approval.

7.16 DRAWINGS AND GUARANTEED TECHNICAL PARTICULARS:

The following shall be submitted to engineer-in-charge for approval before taking up the fabrication.

7.16.1 Guaranteed technical particulars for:

- a. Switches,
- b. HRC fuses and fuse bases,
- c. All insulators such as busbar supports,
- d. Meters etc.

7.16.2 Drawings :

- i. Assembly drawing - This should incorporate dimensions, weight and feeder arrangement.
- ii. Foundation drawing.
- iii. Insulation instructions.
- iv. Maintenance instructions spare parts catalogues for component.
- v. Bill of material
- vi. Make of material
- vii. G.A drawing
- viii. Wiring diagram.

7.17 PAINTING :

Wherever applicable all steel work shall undergo a process of degreasing, pickling in acid bath, phosphatizing & shall be subjected to seven tank process and then Powder coated with approved shade 631 of IS 5.

7.18 Name Plates and Labels

Suitable engraved white on black name plates and identification labels of metal for all Switchboards and Circuits shall be provided. These shall indicate the feeder number and feeder designation.

Danger board shall be provided as per the requirement.

8. EARTHING :-

- **Each array structure of the PV yard, Low Tension (LT) power system, all electrical Equipment, inverter, all junction boxes, etc. shall be grounded properly as per IS 3043-2018.**
- **Metallic frame of all electrical equipment shall be earthed by two separate and distinct connections to earthing system, each of 100% capacity.**

8.1 STANDARDS :-

The following standards and rules shall be applicable -

IS – 3043 (latest) : Codes of practice for earthing.

Indian Electricity Act 2003 and rules/regulations issued there under.

8.2 GROUNDING EQUIPMENTS:

8.2.1 Metallic frame of all electrical equipment shall be earthed by two separate and distinct connections of suitable size earth wire/ GI strip each of 100% capacity.

8.2.2 Ground wires shall either terminate on ground lugs provided on the equipment's or shall be fastened to the foundation bolt and the frame of equipment.

8.2.3 Ground wires terminating at every equipment shall have certain flexibility in its connection to the equipment.

8.2.4 Suitable size of sleeves required in the wall, column etc. taking earth strips across them shall be provided by the contractor during the civil construction. After laying the earth strip, the sleeve shall be properly sealed.

8.3 ERECTION :

8.3.1 Hot dipped 25 x 6 mm GI strip fixed to wall / slab / column / beam with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer as per SCHEDULE OF QUANTITIES(SOQ).

8.3.2 In ground at a depth of 750 mm below ground level including excavation in all type of soil with refilling and removal of excess earth within a radius of 3000 m, temporary reinstatement and back filling of trench, interconnection of earth strip / wire with GI nut bolts & washers, painting with two coats of black bituminous compound for earth strip in ground and green colour enamel painting for strip on surface etc. all as required & instructed by the Engineer-in-charge.

8.3.3 TERMINATION :

Where the diameter of the bolt at the joints exceeds one quarter of the width of the earth strip, the connection shall be made with a wider piece sandwiched between two conductors.

Earth wires shall be protected against mechanical damage and possibility of corrosion particularly at the point of connection to the earthing terminals of panels and fitting.

All joints shall be made on tinned surfaces in case of copper earth system jointing. Earth wire shall be done only at junction boxes and equipment earthing terminals. The jointing on earth wires shall be done with approved type of connection & no twisted joint will be allowed.

All non-current carrying metal parts of panels, lighting fixtures, junction boxes etc. shall be efficiently connected to earth.

8.4 Site Test:

The following earth resistance values shall be measured with an approved earth megger and recorded.

i) Earthing system as a whole

ii) Earth continuity conductors

9. DC CABLES (part of item no-1,2,3)

0.5 KV (DC) grade UV resistant, Halogen Free & Flame Retardant cable conforming to TUV 2 Pfg 1169/08.2007 / EN 50618:2015 with latest amendments as per specifications given below:

Size: 1C x 4 sq. mm for array cabling between solar modules and upto Array junction box (combiner box).

The suitable size DC copper cables shall be selected from Array junction box to Inverter depending on the no. of input DC connectors available in Inverter. Termination of all the DC cables is in the scope of item no-1.

All connections should be properly terminated using MC4 connectors, sealed from outdoor and indoor elements. Relevant codes and operating manuals must be followed.

9.1 TECHNICAL SPECIFICATIONS:

• Rated DC Voltage	1.5 kV
• No. of core	One
• Core size	4 Sq. mm
• Conductor material	Electrolytic Class-5 multistranded tinned copper flexible conductor
• Insulation	cross linked Halogen Free & Flame Retardant insulation
• Thickness of insulation	Min. 0.7 mm
• Outer sheath	cross linked Halogen Free & Flame Retardant sheath
• Thickness of outer sheath	Min. 0.8 mm
• Max. Conductor temperature for continuous rated current	120°C
• Max. Conductor temperature during short circuit	200°C
• Max voltage withstands	6500 Volts AC or 15 KV DC for 5 min

9.2 TESTS:-

The following tests shall be conducted on subject material for acceptance in presence of departmental engineer at manufacturer's works.

No.	Kind of test	Test conditions
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1	Electrical tests	
1.1	Conductor Resistance	Measuring of conductor resistance acc. to EN 50395
1.2	High voltage test at complete cable	Dielectric test at complete cable with 6.5 kV AC or 15 kV DC for 5 mins.
1.3	Absence of faults	Dielectric test at complete cable with 10 kV AC (100% during production)
1.4	Surface resistance of sheath	Surface resistance $> 10^9 \Omega$
1.5	Insulation resistance at complete cable	Insulation resistance $> 10^{14} \Omega$ (at 20°C) Insulation resistance $> 10^{11} \Omega$ (at 90°C)

Remaining all the testing shall be as per the 2 pfg 1169/08.2007 standards.

10. OPERATION AND MAINTENANCE(item no. 15) :-

The operation & maintenance of the plant would include routine and preventive maintenance of power plant including all labor, material, consumables etc. for routine and preventive maintenance all as required, as per guidelines of OEM's & as directed by EIC for a period of 1 year(i.e. during defect liability period of 1 year)

The Selected Bidder shall be responsible for following activities,

- i. Regular fortnightly cleaning and maintenance of the plant system including operation as required.
- ii. Monitoring of plant performance and preparation of report on monthly basis towards maintenance of the plant, electricity generation, electricity injected into the distribution system etc.
- iii. Undertake regular checks and maintenance activities, required to be carried out, as recommended by the manufacturer of the equipment, on all the components of the power plant.

- iv. Yearly Recharging of sim cards of data loggers with 4G/5G data pack of min. 1GB/day for 1st year.

11. OPERATION AND MAINTENANCE(item no. 16) :-

The operation & maintenance of the plant would include wear, tear, overhauling, and machine Breakdown, insurance (if any), replacement of defective modules, inverters/ PCU's, spares, Consumables & other parts for a period of four years (i.e. after Defect Liability period).

The Selected Bidder shall be responsible for following activities:-

- I. Regular fortnightly cleaning and maintenance of the plant system including operation as required.
- II. Monitoring of plant performance and supply of all technical, Production/operation data and information through a monthly report.
- III. Undertake regular checks and maintenance activities, required to be carried out, as recommended by the manufacturer of the equipment, on all the components of the power plant to minimize breakdowns and to ensure smooth and trouble-free operation of the plant and to get maximum output from the plant. The contractor shall be responsible to carry out routine, preventive and breakdown maintenance and replacement of each and every component / equipment of the power plant and he shall provide all labor, material, consumables etc. for routine and preventive maintenance at his own cost.
- IV. Carry out maintenance activities as a result of sudden failure/breakdown of any particular component or equipment. It shall be responsibility of contractor to carry out breakdown maintenance of each and every component of the power plant and shall provide the required manpower, materials, consumables, components or equipment etc. for breakdown maintenance at his own cost irrespective of the reasons of the breakdown/failure.
- V. Undertake major overhaul of any component or equipment of the plant necessary on account of excessive wear & tear. Such maintenance of plant and structures shall normally be planned to be carried out on an annual basis.
- VI. Prepare and maintain records on daily basis towards maintenance of the plant, electricity generation, electricity injected into the distribution system etc.
- VII. Yearly Recharging of sim cards of data loggers with 4G/5G data pack of min. 1GB/day for 4 years.

12. HDPE Pipes(item no. 11):-

- PN25 & PE100 HDPE pipe with necessary accessories like coupler, elbow, tee, bends, circular boxes etc. as per instructed by EIC shall be used for laying all interconnecting solar copper DC cables from Module to module and up to Array Junction Box.
- Scope of work also includes filling of open ends of the HDPE pipe with Expandable Polyurethane Foam Insulation Sealant to make it liquid tight.
- HDPE pipe shall be fixed to wall / slab / column / beam with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer or as instructed by EIC.
- HDPE pipe on rooftop surface shall be laid along with earthing strip & clamped with earthing strip at every 200mm using cable ties (made of UV-resistant Polyamide 6.6) or as instructed by EIC.

13.Switch Disconnecter Unit(item no. 10):-

- 4 pole Switch Disconnecter unit of ratings mentioned in the SOQR item no. 10 with suitable SS(sheet steel) enclosure (for mounting & cable termination), complete with all fixing accessories as required and as per instruction of E.I.C.
- The SS(sheet steel) enclosure shall have suitable space for termination of cables.

14.Datalogger (item no.14):-

- Data Logger for Remote Monitoring of solar PV generation, similar to "ESENZ PRO MODEL" of M/s E-senZ Innovations along with 4G/5G enabled SIM card for data transmission complete with power supply & fixing accessories etc. all as required , as per technical specs & as instructed by EIC.
- Scope of work includes procurement of 4G/5G enabled sim card on departments name or name suggested by EIC & recharging of sim card with 4G/5G data pack of min. 1GB/day for 365 days.

15.Pre-Fabricated AC Distribution Boards(item no. 7):-

Readymade IP65, IK08 ABS / PC enclosure ACDB (wall mounting type with rust proof polymer screws) with transparent PC cover & powder coated mounting plate with suitable din rails , RYB indication lamps & with 4P, 63A, 30mA, RCBO & 4P, 40kA I_{max}, Type-2 SPD components, suitable for use at 415 V, 3 phase 4 wire 50 Hz system & as per instructions of EIC.

16.Plumbing system (part of item no. 1,2,3):-

Plumbing system shall include cleaning of solar PV modules including laying of uPVC pipes & associated materials on existing PCC blocks using 4-5mm thick GI saddle & 2 mm thick GI spacers, interconnection with existing & newly installed water pump / water tank with necessary accessories & as per instructions of EIC.

17. Lightning Arrestor (part of item no. 1,2,3):-

- The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors (Las). Lightning protection should be provided as per NFC17-102:2011/IEC 62305 standard.
- **Lightning Mast / conductor, placed at strategic locations and shall be used to protect the arrays against lightning protection.**
- Lightning arresters shall be provided having air terminals with self-standing tripods as required & as per design including interconnection with conducting strip.
- Design and drawings shall be verified by the EIC before installation.

18.Metering (part of item no. 1,2,3):-

A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters:

- **Net meter: To record import and export units and shall be as per DISCOM specifications.**
- **Check meter/Generation Solar meter(s): To keep record for total generation of the plant at each termination. The solar meter shall be having warranty for a minimum period of 5 years from the date of purchase which shall not be before the date of LOA(letter of acceptance). In case solar meter is supplied by DISCOM and is not having warrantee of 5 years, Bidder has to bear the cost of its replacement in case of any defect.**
- **The installation of meters including CTs & PTs, wherever applicable, shall be carried out by the bidder as per the terms, condi-**

tions and procedures laid down by the concerned SERC/DISCOMs.

- Liaisoning with the DISCOM for Net Metering at all locations.

19. Electricity Generation:

- The successful Bidder shall be solely responsible for the performance of the plant and shall make all necessary efforts to maximize the electricity generation of the plant.
- Plant shall be designed and guaranteed by the bidder for annual generation of minimum **“1350 kWh per kWp per Year”** at the end of 1st year with 2% depreciation at the end of 2nd year & 1% in each subsequent year. The bidder shall submit calculations in support of the claimed minimum generation units.

20. Failure to rectify the problem

- If the successful Bidder fails to rectify the plant downtime within seven (7) days from the date of identification of such defect, unless the time to restore is mutually discussed and agreed between the bidder and Dept. The same shall be rectified by Dept. at the expense of the successful Bidder.
- Plant shall be guaranteed for generation of minimum **1350 kWh/kWp/year**. Penalty shall be calculated based on shortfall of annual generation with respect to the guaranteed value of **1350 kWh** per kWp and a tariff of Rs 10 / kWh shall be imposed and recovered from the annual O&M charges. However, if the net penalty for a year on account of reduced generation exceeds the annual O&M charges, then SD shall be encashed suitably. There will be no incentive to the bidder for more than guaranteed generation.

21. Security Deposit for O & M

The plant has to be operated and maintained (O&M) by contractor for a period of 5 years with committed energy generation. After completion of all site work (except the O&M work) which shall necessarily be after commissioning of all inverters, Net Meters and incorporation of all comments raised during inspection of departmental team, the contractor shall declare a plant completion date and submit a completion certificate & handing over documents to the department. “O&M” duration of 5 years shall start from the plant completion date accepted by the department.

The contractor shall submit an additional PBG (**10%** of total value of items executed), after completion of the work, which is referred as “O&M Bank Guarantee”. Validity of this “O&M Bank Guarantee” shall be upto 66 months from the departmentally accepted plant completion

date. Only after the receipt & confirmation of “O&M Bank Guarantee” by the bank, PBG submitted at the start of contract for SITC work shall be released.

Further, only upto **95%** of total value of item executed during the SITC work shall be released in the final bill for SITC work. The balance **5%** of total value of items executed, which is referred as “O&M Security Deposit”, shall be released at the rate of 1% over a period of 5 years after end of each year considering recovery, if any, due to lower value of energy generated.

22. Drawings:

The detailed drawings shall be prepared by the contractor and should be got approved by the Engineer-in-charge before taking up any action.

Where considered necessary assembly, sub-assembly and other detailed drawings of all the equipment installation should be submitted for approval. The manufacture of any equipment should commence only after the approval of the Engineer-in-charge in writing to the corresponding contract drawings.

- a. Two sets of the finally approved drawings incorporating all the modifications proposed by the Engineer-in-charge should be submitted along with the soft copy and completion certificate before final payment is released and installation accepted by the department.
- b. The modifications should not be made in a drawing already approved without prior consent of Engineer-in-charge. Approval of the contract’s drawings will not relieve the contractor of any of his obligation to meet all the requirements of the contract.
- c. Two sets of fully informative drawings for general layout, foundation of the equipment along with soft copy shall be submitted to EIC.

23. Other requirements:-

1. The name of manufacturers of various materials shall be furnished taking into consideration of approved makes of materials indicated in the tender.
2. Samples of materials, wherever required should be submitted and got approved by the Engineer-in-charge, before use in the installation. One set of such approved samples shall be deposited with the Engineer-in-charge.
3. Wherever wall openings/floor opening required for the work related to this tender, the same shall be made by the contractor and resealed suitably on completion of the work without additional cost to NPCIL.
4. The work shall be carried out as per approved Work procedure, QAP, Checklist submitted by the contractor only.

Preferred Makes of Materials

Sr. No	ITEMS	Preferred Makes
1.	PV MODULE (MONO PERC)	<ul style="list-style-type: none">• Vikram Solar• Waaree• Adani Solar• Tata Solar• Havells• Loom Solar• Renewsys Solar• Insolation energy
2.	PCU /Inverter	<ul style="list-style-type: none">• Delta• SMA• ABB• Su-Kam• Hitachi• Waaree• Havells• Microtek• Luminous
3.	DC Switchgears	<ul style="list-style-type: none">• Legrand• ABB• Havells• Schneider• L&T• Siemens• Mersen• Cetel• Dehnguard• Siba• GPC• Bussmann• Salzer

4.	PC ENCLOSURE BOX, MC4 CONNECTORS & TERMINALS, PVC Glands	<ul style="list-style-type: none"> • Precision • Grasp • ELM • SMA • Siemens • Fibox • Tribbox • Volex India • Citel • Lumberge Connect • Kitani Electric • Voka • BDS • Elmex • Connectwell • Phoenix • Elcom • Jigo • Phoenix • Wago
5.	WIRES & CABLES	Universal / Torrent / Polycab / Finolex / KEI / Havells / NICCO / Apar / LAPP/ KEC / RR Kabel /Ravin/Gloster
6.	Switch Disconnecter	Schneider Electric / Siemens / ABB / L&T/C&S/HAVELLS/HPL Socomec/BCH
7.	MCB / RCBO/MCB type isolator / ELCB / Timers / DB	Legrand / Hager / Schneider Electric / Siemens / L&T /C&S/HAVELLS/ INDO Asian/BCH
8.	MCCB	Schneider Electric / Siemens / ABB / Legrand / L&T / C&S/HAVELLS/BCH
9.	MULTIFUNCTION METER	Secure / ABB / L&T / Schneider Electric /Universal/Landis-Gyr
10	CT / PT	Kappa / AE / Pragati / ECS / Precise / Indcoil
11	Cable glands / Lugs	Braco / Comet / Dowells / Janson / 3D / Hex
12	PANEL/DB MANUFACTURER	OEM and authorized systems houses of L&T, Siemens, Schneider Electric, Legrand, ABB and BCH. C&S /Jakson/Arrow Engineers /Adlec/Samcon/Marine Electricals/Tricolite/Ambit/Tenco/ Sriperumpudur / Excel Power Switchgear, Chennai/Power Control Equipments, Bengaluru

Note:

1. The successful bidder shall supply one of the preferred makes of materials.

2. For items not covered in preferred makes, the bidder shall get the approval through EIC.
3. Equivalent make applicable shall be subject to approval by competent authority.

SECTION-VI

SCHEDULE OF DRAWINGS

Name of the Work

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

NIL

SECTION-VII

SCHEDULE OF MATERIAL TO BE ISSUED BY CORPORATION

Name of the Work

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

SCHEDULE 'B'

MATERIAL ISSUED TO THE CONTRACTOR BY THE CORPORATION

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

Sr. No.	Particulars	Unit	Rate at which material will be issued	Maximum invisible wastage (Non-Returnable %)	Maximum Permissible wastage (Returnable %)	Quantity to be issued (approx.)
1	2	3	4	5	6	7
NIL						

Signature of Issuing Officer :

Date :

Signature of Contractor :

Date :

FORMATS

Format of various Contractual documents as applicable viz: Security deposit, Disputes Resolution Board Agreement, Format of Completion Certificate

Name of the Work

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

FORMS OF DIFFERENT DEEDS

1. 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, 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 breaches and as to the amount or amounts of loss, damage, costs charges and expenses caused to or suffered by or that may be caused to or suffered by the Corporation from time to time shall be final and binding on us.
*Refer note at the end of the proforma.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said

Contract and till all the dues of the Corporation under the said Contract or by virtue of any of the terms and conditions governing the said Contract have been fully paid and its claims satisfied or discharged and till the owner certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharges this Guarantee subject, however, that the Corporation shall have no claim under the Guarantee after 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. 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.

4. It shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank, notwithstanding any security which the Corporation may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.

5. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder. If any further extension of this Guarantee is required, the same shall be extended to such required periods on receiving instructions from M/s.....on whose behalf this guarantee is issued.

In the presence of

For and on behalf of (the Bank)

WITNESS

1. _____

Signature _____

2. _____

Name & Designation _____

Authorization No: _____

Date and Place: _____

Bank's Seal _____

Accepted

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

NOTES

***For Proprietary Concerns**

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

***For Partnership Concerns**

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

- (i) Shri _____ S/o. _____
- (ii) Shri _____ S/o. _____

***For Companies**

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

**2.PROFORMA OF BANK GUARANTEE TO SECURE A LUMPSUM 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., 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 underand 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 proformaany 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 effecting 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, (RupeesOnly) 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 _____

Authorization 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 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.....

(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).

3. 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., 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 WITNESSTH THAT in pursuance of the said agreement and in consideration of the premises the Contractor doth 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".
 - (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, and 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 remain unpaid or unrecovered 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 unrecovered 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 premium and sums of money necessary for keeping such insurance on foot and the insurance policy and receipts in original for premium 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	Advances(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.,

In the presence of:

(1) _____ (1) _____
(2) _____ (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).

4. 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 Member 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 utilized 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 hearings are 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 any 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 referred 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.

5.0 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 if any :
Date of Start of work :
Stipulated Date of Completion :
Actual Date of Completion :
Levy of compensation for delay :
Value of penalty imposed for safety, security, sub-standard works etc. and details thereof :
Amount of Security Deposits :
Any other information :

Certified that the work has been completed in all respect.

Engineer in Charge

SECTION VIII

SCHEDULE OF QUANTITIES

Name of the Work

Design, Supply, Installation, Testing, Commissioning and post commissioning operation & comprehensive maintenance of Grid Connected Roof Top Solar Photovoltaic system of 495 kWp capacity (Approx.) among NUB building, Mayur Guest House, Rajhansh guest house of Anushaktinagar , CMM Building at T V Store Mumbai-94.

Tender No: NPCIL/HQ/CMM-WG/91/2025/PT/201

SCHEDULE OF QUANTITIES AND RATES (SOQR)

(Price Bid)

Item No.	Description of Item	Qty.	Unit	Rate including GST (Rs.)	Amount including GS(Rs.)
1	<p>Solar PV plant system for NUB building</p> <p>Design, Supply, installation, testing and commissioning of Solar PV system comprising each of Monofacial Half cut Mono PERC Solar PV Modules (having rating of atleast 540Wp at STC), connected in series to form strings and various strings connected in parallel (if required) to form a array to generate DC power, complete with suitable size solar inverter having built in MPPT's, all interconnecting solar copper DC cables (min. 4 sq.mm) with suitable MC4 connectors (Module to Module , Upto array junction box and Inverter) in suitable size of HDPE pipe & accessories, seperate IP65 ABS/PC array junction box having suitable 1000V DC fuse & DC switch-disconnector per string & 1000V, 40kA I_{max} SPD's per MPPT , including providing suitable size armoured copper conductor cable between inverter and AC DB panel , termination with suitable glands and lugs etc., complete in all respects as per the detailed technical specification & instructions of EIC.</p> <p>Designing of the solar PV system on PV.SYST or Equivalent software along with STAAD analysis of solar PV structure , Array Layout Drawings, SLD's of</p>	370	Per kWp		

	<p>system etc. The same shall be submitted to the department for approvals.</p> <p>Supply, installation, testing & commissioning of plumbing system for cleaning of solar PV modules including laying of uPVC pipes & associated materials on existing PCC blocks using 4-5mm thick GI saddle & 2 mm thick GI spacers, interconnection with existing water pump / water tank with necessary accessories.</p> <p>Providing suitable number of lightning arresters having air terminals with self standing tripods as required & as per design including interconnection with conducting strip.</p> <p>Liaisoning with the DISCOM for Net Metering at all locations.</p> <p>Installation arrangements for Net meters & Check meters as communicated by DISCOM .</p>				
2	<p>Solar PV plant system for Mayur Guest House building</p> <p>Design, Supply, installation, testing and commissioning of Solar PV system comprising each of Monofacial Half cut Mono PERC Solar PV Modules (having rating of atleast 540Wp at STC), connected in series to form strings and various strings connected in parallel (if required) to form a array to generate DC power, complete with suitable size solar inverter having built in MPPT's, all interconnecting solar copper DC cables (min. 4 sq.mm) with suitable MC4 connectors (Module to Module , Upto array junction box and Inverter) in suitable size of HDPE pipe & accessories, separate IP65 ABS/PC array junction box having suitable 1000V DC fuse & DC switch-disconnector per string & 1000V,</p>	44	Per kWp		

	<p>40kA I_{max} SPD's per MPPT , including providing suitable size armoured copper conductor cable between inverter and AC DB panel , termination with suitable glands and lugs etc., complete in all respects as per the detailed technical specification & instructions of EIC.</p> <p>Designing of the solar PV system on PV.SYST or Equivalent software along with STAAD analysis of solar PV structure , Array Layout Drawings, SLD's of system etc. The same shall be submitted to the department for approvals.</p> <p>Supply, installation, testing & commissioning of plumbing system for cleaning of solar PV modules including laying of uPVC pipes & associated materials on existing PCC blocks using 4-5mm thick GI saddle & 2 mm thick GI spacers, interconnection with existing water pump / water tank with necessary accessories.</p> <p>Providing suitable number of lightning arresters having air terminals with self standing tripods as required & as per design including interconnection with conducting strip.</p> <p>Liaisoning with the DISCOM for Net Metering at all locations. Installation arrangements for Net meters & Check meters as communicated by DISCOM</p>				
3	<p>Solar PV plant system for Rajhnash Guest House building</p> <p>Design, Supply, installation, testing and commissioning of Solar PV system comprising each of Monofacial Half cut Mono PERC Solar PV Modules (having rating of atleast 540Wp at STC),</p>	17	Per kWp		

<p>connected in series to form strings and various strings connected in parallel (if required) to form an array to generate DC power, complete with suitable size solar inverter having built in MPPT's, all interconnecting solar copper DC cables (min. 4 sq.mm) with suitable MC4 connectors (Module to Module , Upto array junction box and Inverter) in suitable size of HDPE pipe & accessories, separate IP65 ABS/PC array junction box having suitable 1000V DC fuse & DC switch-disconnector per string & 1000V, 40kA I_{max} SPD's per MPPT , including providing suitable size armoured copper conductor cable between inverter and AC DB panel , termination with suitable glands and lugs etc., complete in all respects as per the detailed technical specification & instructions of EIC.</p> <p>Designing of the solar PV system on PV.SYST or Equivalent software along with STAAD analysis of solar PV structure , Array Layout Drawings, SLD's of system etc. The same shall be submitted to the department for approvals.</p> <p>Supply, installation, testing & commissioning of plumbing system for cleaning of solar PV modules including laying of uPVC pipes & associated materials on existing PCC blocks using 4-5mm thick GI saddle & 2 mm thick GI spacers, interconnection with existing water pump / water tank with necessary accessories.</p> <p>Providing suitable number of lightning arresters having air terminals with self standing tripods as required & as per design including interconnection with conducting strip.</p>				
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	Liaisoning with the DISCOM for Net Metering at all locations. Installation arrangements for Net meters & Check meters as communicated by DISCOM.				
4	PV Module mounting structure items:				
4.01	Design, Fabrication, Supply, installation, testing and commissioning of completely modular, dead weight type of mounting structure along with trays on rooftops for mounting of PV panels , fabricated with hot dip galvanised MS channel and angles of different sizes for module mounting / fixing , complete in all respects as per tender specification & as instructed by EIC.	48000	Kg		
4.02	Supply, installation, testing and commissioning of Stainless steel (SS304) Bolts & Nuts of appropriate sizes with spring type washers for interconnection of all GI channels / angles to form the mounting structure & also for mounting the Solar module on GI mounting structure.	600	Kg		
4.03	Supply & installation of Readymade rectangular cement concrete blocks of suitable wieght & suitable dimensions , made with M20 grade PCC & wire mesh , for dead weight support for Solar PV array structure as per tender specification & as instructed by EIC.	108	Cu.M		
5	AC Aluminium Cabling works:				
5.01	Supply of 3.5C x 25 sq mm, 1.1 KV grade, Multi Stranded Aluminium conductor , XLPE insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments as per specifications.	120	Meter		
5.02	Supply of 3.5C x 70 sq mm, 1.1 KV grade, Multi Stranded Aluminium conductor , XLPE	180	Meter		

	insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments as per specifications.				
5.03	Supply of 3.5C x 300 sq mm, 1.1 KV grade, Multi Stranded Aluminium conductor , XLPE insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments as per specifications.	200	Meter		
5.04	Installation, testing & commissioning of 3.5C x 25 sq mm, 1.1 KV grade, Multi Stranded Aluminium conductor , XLPE insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the EIC.	120	Meter		
5.05	Installation, testing & commissioning of 3.5C x 70 sq mm, 1.1 KV grade, Multi Stranded Aluminium conductor , XLPE insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the EIC.	180	Meter		
5.06	Installation, testing & commissioning of 3.5C x 300 sq mm, 1.1 KV grade, Multi Stranded	200	Meter		

	Aluminium conductor , XLPE insulated , Extruded PVC inner sheathed, G.I strip armoured, FRLS PVC outer sheathed cables conforming to IS 7098 with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the EIC.				
5.07	Providing end termination of 3.5C x 25 sq mm, 1.1 kv grade, Al conductor, XLPE insulated armoured cables with Al lugs, heavy duty brass cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-charge.	4	Nos.		
5.08	Providing end termination of 3.5C x 70 sq mm, 1.1 kv grade, Al conductor, XLPE insulated armoured cables with Al lugs, heavy duty brass cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-charge.	2	Nos.		
5.09	Providing end termination of 3.5C x 300 sq mm, 1.1 kv grade, Al conductor, XLPE insulated armoured cables with Al lugs, heavy duty brass cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-	4	Nos.		

	charge.				
6	AC Copper Cabling works:				
6.01	Supply of 4C x 10 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, all as per specifications.	20	Meter		
6.02	Supply of 4C x 16 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, all as per specifications.	20	Meter		
6.03	Supply of 4C x 25 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, all as per specifications.	50	Meter		
6.04	Supply of 4C x 240 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, all as per specifications.	60	Meter		
6.05	Installation, testing & commissioning of 4C x 10 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the E-I-C.	20	Meter		
6.06	Installation, testing & commissioning of 4C x 16 sq mm, 1.1 KV grade, Multi Stranded Copper conductor , PVC insulated , FRLS PVC outer sheathed unarmoured cables conforming to	20	Meter		

	IS with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the E-I-C.				
6.07	Installation, testing & commissioning of 4C x 25 sq mm, 1.1 KV grade, Multi Stranded Copper conductor, PVC insulated, FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the E-I-C.	50	Meter		
6.08	Installation, testing & commissioning of 4C x 240 sq mm, 1.1 KV grade, Multi Stranded Copper conductor, PVC insulated, FRLS PVC outer sheathed unarmoured cables conforming to IS with latest amendments, fixed on wall/column/slab/ Hume pipe/trench/ shaft/pit/ on 4-5mm thick G.I. flat/angle support fixed with coach screws/grouted in wall/anchor fasteners, min. 2mm. thick G.I. fabricated saddle, all fixing accessories, etc. all as per specifications & as per instructions of the E-I-C.	60	Meter		
6.09	Providing end termination of 4C x 10 sq mm, 1.1 kv grade, Cu conductor, PVC insulated unarmoured cables with solder less heavy duty tinned copper lugs, suitable cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per	4	Nos.		

	relevant IS specification and as per instruction of Engineer in-charge.				
6.1	Providing end termination of 4C x 16 sq mm, 1.1 kv grade,Cu conductor, PVC insulated unarmoured cables with solder less heavy duty tinned copper lugs, suitable cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-charge.	4	Nos.		
6.11	Providing end termination of 4C x 25 sq mm, 1.1 kv grade, Cu conductor,PVC insulated unarmoured cables with solder less heavy duty tinned copper lugs, suitable cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-charge.	4	Nos.		
6.12	Providing end termination of 4C x 240 sq mm, 1.1 kv grade,Cu conductor, PVC insulated unarmoured cables with solder less heavy duty tinned copper lugs, suitable cable gland, insulation tape, duplicate earthing with brass earthing tags of suitable thickness & its inter connection to the nearest earthing point with 8 SWG GI wires, copper lugs etc. as per relevant IS specification and as per instruction of Engineer in-charge.	8	Nos.		
7	Pre-Fabricated AC Distribution Boards (For below 40 kWp system):				
	Supply, installation, testing & commissioning of readymade IP65, IK08 ABS / PC enclosure ACDB (wall mounting type with rust proof polymer screws) with transparent PC cover & powder coated mounting plate with suitable din rails , RYB indication	1	Nos.		

	lamps & with the following components, suitable for use at 415 V, 3 phase 4 wire 50 Hz system as per specifications & as per instructions of EIC : i.) 4P, 63A, 30mA, RCBO - 1 no. ii.) 4P, 40kA Imax, Type-2 SPD - 1 no.				
8	Fabricated AC Distribution Boards (For above 40 kWp system):				
8.01	Fabrication, supply, installation, testing & commissioning of AC distribution boards (wall mounting/Floor mounting type) having cable end box on either side of the box with the following components suitable for use at 415 V, 3 phase 4 wire, 50 Hz system, and suitable for a fault level of 25 kA symmetrical at 415 V all as per technical specifications & as instructed by EIC : 1) 125A MCCB 4 Pole, 25 kA, microprocessor based trip unit (LSIG) with extended rotary handle & on, off, trip indication- 1no. 2) RYB indication lamp - 1 Set 3) 200/5 A ratio, class-1, 10VA burden cast resin current transformer - 3 Nos. 4) Multifunction meter, 3 phase 4 wire, CT sec. 5A, Class-1, flush mounting size 96x96 mm indicating V, I,F,PF,Power & Energy etc. similar to Model No. - EM6436H of M/s Schneider Electric make - 1 No.	2	Nos.		
8.02	Fabrication, supply, installation, testing & commissioning of AC distribution boards (wall mounting/Floor mounting type) having cable end box on either side of the box with the following components suitable for use at 415 V, 3 phase 4 wire, 50 Hz system, and suitable for a fault level of 25 kA symmetrical at 415 V all as per technical specifications & as instructed by EIC :	1	Nos.		

	<p>1.) Incomer feeders : i.) 250A ,4 Pole, 25 kA MCCB microprocessor based trip unit (LSI) -3 no. ii) RYB indication lamp - 1 Set</p>				
	<p>2.) Main Bus bar - 1 Set 800 A TPN tinned copper bus bar having maximum current density of 800 A/sq.inch to withstand symmetrical fault level of 25 KA at 415 V. The neutral bus bar shall have 100% capacity as of phase busbars</p> <p>3.) Outgoing feeder : i.) 800A MCCB 4 Pole, 25 kA, microprocessor based trip unit (LSIG) with extended rotary handle & on, off, trip indication-1 no. ii.) RYB indication lamp - 1 Set iii.) 1000/5 A ratio, class-1, 10VA burden cast resin current transformer - 3 Nos. iv.) 0-500V voltmeter with 6 way & off selector switch and MCB for Protection - 1 set v.) Multifunction meter, 3 phase 4 wire, CT sec. 5A, Class-1, flush mounting size 96x96 mm indicating V, I,F,PF,Power & Energy etc. similar to Model No. - EM6436H of M/s Schneider Electric make - 1 No. vi.) 4P, 40kA Imax, Type-2 SPD - 1 no.</p>				
9	Isolators (MCB Type):-				
9.01	Supply, installation , testing and commissioning of 63A, 4P Isolator (MCB Type) in suitable Ready made powder coated Four Pole enclosures complete with all fixing accessories as required and as per instruction of E.I.C.	2	Nos.		
9.02	Supply, installation , testing and commissioning of 125A, 4P Isolator (MCB Type) in suitable Ready made powder coated Four Pole enclosures complete with all fixing accessories as required and	4	Nos.		

	as per instruction of E.I.C :				
10	<p>Supply, installation , testing and commissioning of 800A, 4 pole Switch Disconnector unit with suitable SS enclosure (for mounting & cable termination), complete with all fixing accessories as required and as per instruction of E.I.C.</p> <p>Note: The SS enclosure shall have suitable space for termination of 2 nos. of 4Cx240 sq.mm unarmoured cables.</p>	2	Nos.		
11	<p>HDPE pipe & accessories: Supply, installation, testing & commissioning of 25mm and 50mm liquid tight, PN25 & PE100 HDPE pipe with necessary accessories like coupler, elbow, tee, bends, circular boxes etc. as per specification & as instructed by EIC.</p> <p>Note: Scope of work also includes filling of open ends of the HDPE pipe with Expandable Polyurethane Foam Insulation Sealant to make it liquid tight.</p>				
11.01	25mm HDPE pipe fixed to wall / slab / column / beam with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer	500	mtr.		
11.02	50mm HDPE pipe fixed to wall / slab / column / beam with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer	500	mtr.		
11.03	25mm HDPE pipe on rooftop surface , laid along with earthing strip & clamped with earthing strip at every 200mm using cable ties (made of UV-resistant Polyamide 6.6).	2000	mtr.		
11.04	50mm HDPE pipe on rooftop surface , laid along with earthing strip & clamped with earthing strip at every 200mm using cable ties (made of UV-resistant Polyamide 6.6).	500	mtr.		
12	Earthing Protection System				

12.01	<p>Earthing Strip: Supply, installation, testing & commissioning of 25 x 6 mm heavy dipped GI strip in ground at a depth of 750 mm below ground level including excavation in all type of soils , refilling and removal of excess earth within a radius of 3000 mtrs., temporary reinstatement and back filling , interconnection of earth strip / wire with GI nut bolts & washers, painting with two coats of black bituminous compound for earth strip in ground for AC, DC & LA earthing, all as required & as instructed by the Engineer-in-charge.</p> <p>Note: The scope includes connection of earthing strips with the base of module mounting structures & with the earthing station.</p>	500	mtr.		
12.02	<p>Earthing Strip: Supply, installation, testing & commissioning of 25 x 6 mm heavy dipped GI strip fixed to wall / slab / column / beam with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer OR On surface of rooftop fixed on existing PCC blocks with min. 2mm thick GI saddle & 4-5 mm thick GI Spacer and green colour enamel painting for strip on surface etc. for AC, DC & LA earthing, all as required & as instructed by the Engineer-in-charge.</p> <p>Note: The scope includes connection of earthing strips with the base of module mounting structures & with the earthing station.</p>	1500	mtr.		
12.03	<p>Earth Wire: Supply & installation of 6 sq.mm , 1.1 kV grade FRLS PVC insulated, multistranded flexible copper conductor wire for module to module earthing & bonding of module with grid structure grounding with suitable lugs etc. all as required & as instructed by EIC.</p>	1000	mtr.		

13	Miscellaneous items:				
13.01	Supply, installation , testing and commissioning of 1 HP Single Phase, Self Priming, Monoblock Pump with DOL starter having Aluminium body complete with weatherproof FRP canopy with all fixing accesories as required & as per instructions of EIC.	1	Nos.		
13.02	Supply & installation of Sintex Loft Plastic Water Tank with 500 L Capacity complete with gate valves at both sides with all fixing accesories as required & as per instructions of EIC.	1	Nos.		
13.03	Supply & installation of fixed access vertical aluminium ladder of 7 Mtr. with Hoops for Roof top access, complete with wall brackets, back hoops, walk through grab rails etc. with all fixing accesories as required & as per instructions of EIC.	1	Nos.		
14	<p>Data logger : Supply, installation , testing and commissioning of Data Logger for Remote Monitoring of solar PV generation, similar to "ESENZ PRO MODEL" of M/s E-senZ Innovations along with 4G/5G enabled SIM card for data transmission complete with power supply & fixing accesories etc. all as required , as per technical specs & as instructed by EIC.</p> <p>Note: Scope of work includes procurement of 4G/5G enabled sim card on departments name & recharging of sim card with 4G/5G data pack of min. 1GB/day for 365 days.</p>	6	Nos.		
15	Post Commisioning Operation & Preventive Maintenance of Grid Connected Roof Top Solar Photovoltaic system for the 1st Year (i.e. during Defect Liability period of 1 year) Carrying out routine & preventive maintenance of the power plant including providing all labor, material,	12	Job per month		

	<p>consumables etc. for routine and preventive maintenance all as required, as per technical specifications, guidelines of OEM's & as directed by EIC.Note:Scope of work includes:i.) Regular fortnightly cleaning and maintenance of the plant system including operation as required.ii.) Monitoring of plant performance and preparation of report on monthly basis towards maintenance of the plant, electricity generation, electricity injected into the distribution system etc.iii.) Undertake regular checks and maintenance activities, required to be carried out, as recommended by the manufacturer of the equipment, on all the components of the power plant.iv.) Yearly Recharging of sim cards of data loggers with 4G/5G data pack of min. 1GB/day for 1st year.</p>				
16	<p>Post Commissioning Operation , Preventive & Comprehensive Maintenance of Grid Connected Roof Top Solar Photovoltaic system for 4 years. (i.e. after Defect Liability period) Carrying out routine, preventive and breakdown maintenance and replacement of defective component / equipment of the power plant , providing all labor, material, consumables etc. for routine and preventive maintenance all as required, as per technical specifications, guidelines of OEM's & as directed by EIC.</p> <p>Note: Scope of work includes: i.) Regular fortnightly cleaning and maintenance of the plant system including operation as required. ii.) Monitoring of plant performance and supply of all technical, Production/operation data and information through a monthly report. iii.) Undertake regular checks and</p>	48	Job per month		

<p>maintenance activities, required to be carried out, as recommended by the manufacturer of the equipment, on all the components of the power plant.</p> <p>iv.) Carry out maintenance activities as a result of sudden failure/breakdown of any particular component or equipment.</p> <p>v.) Undertake major overhaul of any component or equipment of the plant necessary on account of excessive wear & tear.</p> <p>vi.) Prepare and maintain records on monthly basis towards maintenance of the plant, electricity generation, electricity injected into the distribution system etc.</p> <p>vii.) Yearly Recharging of sim cards of data loggers with 4G/5G data pack of min. 1GB/day for 4 years.</p>				
Total including GST				

Note:

1. The bid price / rates / total bid price quoted shall be **inclusive** of all statutory liabilities, taxes, cess, duties, levies, BOCW cess, etc as applicable under the prevailing statutes or levy by the statutory authorities/State/Central Government and payable by the bidder under the contract **including** GST. Bidder shall also comply with the provision of Anti-Profiteering under GST act. The quote shall be **inclusive** of all costs towards compliance of EPF, ESIC, BOCW and other labour laws.
2. Price quoted should be **inclusive** of all applicable Taxes/charges **including** GST. The Contractor shall pay all other taxes, fees, royalty, commission etc., which may be levied on the contractor in executing the contract. In case Corporation is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.

Authorised Representative with Company Seal