

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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निविदा आमंत्रण सूचना NOTICE INVITING TENDER

न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
 (भारत सरकार का उद्यम A Govt. of India enterprise)
 सीएंडएमएम-कार्य समूह C&MM-Works Group

एनपीसीआईएलके लिए एवं की ओर से सक्षम प्राधिकारी द्वारा ई-निविदा माध्यम द्वारा नीचे दी गई कार्य एवं विवरणों के लिए पात्र बोलीकारों से ऑन-लाइन निविदा आमंत्रित की जाती है: 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:

GENERAL DETAILS		
1.	निविदा सं Tender no.	NPCIL/KK-5&6/CONST/CIVIL-INFRA/PT/2026/49
2.	कार्य का नाम Name of work	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
3.	स्थान का नाम Place of work	Anuvijay Township.
4.	कार्य की अनुमानित लागत जीएसटी सहित सभी कर सहित Estimated cost of the work inclusive of all taxes (GST-18% and BOCW 1%)	₹ 117,63,33,480.00 (~117.63 Crores)
5.	बोली जमानत Bid security	₹ 50,52,667.00 (~ 50.52 lakhs)
6.	बोली जमानत प्रस्तुतिकरण का माध्यम Mode of bid security submission	1. ऑनलाइन भुगतान Online Payment 2. क्रेडिट/डेबिट कार्ड Credit / Debit Card
7.	निविदा का माध्यम Mode of tender	सार्वजनिक Public मद दर Item rate स्वदेशी बोली Domestic bidding दो भाग बोली Two part bid
8.	पूरा करने की अवधि Completion period	24 माह Months (मानसून अवधि सहित including monsoon period)
9.	निविदा शुल्क Tender Fees	अप्रतिदेय निविदा शुल्क यथा लागू ऑन-लाइन भुगतान, डेबिट/क्रेडिट कार्ड द्वारा Non-refundable tender fees as applicable through on-line payment, Credit / debit card
10.	वेबसाइट पर निविदा की उपलब्धता Availability of tender on websites	a) डाउनलोडिंग एवं प्रस्तुति के लिए For downloading and submission: https://etenders.gov.in/eprocure/app b) केवल नि:शुल्क अवलोकन के लिए For free view only: https://etenders.gov.in/eprocure/app
11.	निविदा डाउनलोड/बिक्री शुरुआत दिनांक से बिक्री अंतिम दिनांक Tender Download/sale start date	वेबसाइट https://etenders.gov.in/eprocure/app पर On website https://etenders.gov.in/eprocure/app From: _____ (10:00 Hrs.) Up to: _____ (17:00 Hrs.)
12.	ऑनलाइन प्रश्न Online queries	https://etenders.gov.in/eprocure/app पर प्रश्न/स्पष्टीकरण अपलोड करने की अंतिम दिनांक एवं समय Last date and time of uploading queries/clarifications on https://etenders.gov.in/eprocure/app से From: Date : _____ समय Time 10:05 Hrs. तक Up to: Date : _____, समय Time : 15.00 hours

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13.	बोलीपूर्व बैठक Pre-bid meeting	<p>लागू Applicable (If applicable - माध्यम Mode: Online / व्यक्तिगत in person)</p> <p>बैठक दिनांक Meeting: Date: _____ समय Time: 11.00 hrs</p> <p>Link for online meeting will be shared to bidders who wish to attend pre-bid meeting in online mode.</p> <p>All the Bidders may note, for visiting to site or for attending online pre-bid meeting, filled & signed copy Appendix-6 (Visitor's details format) of NIT shall be send to kkctc@npcil.co.in.</p>
14.	बोली की प्रस्तुति Submission of bid	<p>बोली की प्रस्तुति की शुरुआत दिनांक एवं समय</p> <p>Start Date and time of submission of bid</p> <p>दिनांक Date: _____ समय Time: 11.00 hrs</p> <p>बोली की प्रस्तुति की अंतिम दिनांक एवं समय</p> <p>Last date and time of submission of bid:</p> <p>दिनांक Date: _____ समय Time: 17.00 hrs</p>
15.	दो भाग निविदा के भाग-I को खोलना Opening of Part-I bid of two part tender/ opening of single part tender	<p>दिनांक Date: _____ समय Time: 10.00 hrs</p> <p>बोली खोलने के बाद बोली की स्थिति सीपीपी पोर्टल (https://etenders.gov.in/eprocure/app) में देखा जा सकता है।</p> <p>The status of bid can be seen at CPPP Portal (https://etenders.gov.in/eprocure/app) (after opening of the bid).</p>
16.	दो भाग बोली के भाग-II को खोलना Opening of Part-II Bid of two part bid	<p>बोली खोलने के बाद बोली की स्थिति सीपीपी पोर्टल (https://etenders.gov.in/eprocure/app) में देखा जा सकता है।</p> <p>The status of bid can be seen at CPPP Portal (https://etenders.gov.in/eprocure/app) after opening of the bid.</p>
17.	निविदा आमंत्रित करने हेतु सक्षम प्राधिकारी Competent authority inviting tender	Site Director
18.	सीपीपी कार्यात्मक के अधीन कवर नहीं हुए किसी विषय के संबंध में पत्राचार के लिए ई-मेल पता या सीपीपी कार्यात्मक मौजूद लेकिन पर्याप्त नहीं है, जैसे भाग-I मूल्यांकन, फाइल साइज प्रतिबंधता के विरुद्ध अभ्यावेदन भेजना ;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-I Evaluation, file size restriction etc;	kkctc@npcil.co.in (for KKNPP)
19.	हेल्प डेस्क Help Desk	<p>किसी तकनीकी संबंधी प्रश्न के लिए 24 x 7 हेल्प डेस्क नं. पर कॉल करें :</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number:</p> <p>0120-4001 002 0120-4001 005 0120-6277 787 0120-4711 508</p> <p>ई-मेल सहायता Email Support:</p> <p>तकनीकी Technical - (support-eproc@nic.in)</p> <p>नीति संबंधी Policy Related - (cphp-doe@nic.in)</p> <p>(प्रश्न पर कार्य दिवस एवं कार्य घंटे के दौरान विचार किया जाएगा।)</p> <p>(Enquiry will be entertained only on working days and during office hours)</p>

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20.	स्वतंत्र बाह्य मानीटर (आईईएम) के संपर्क विवरण (केवल रुपए दस करोड़ या ऊपर के अनुमानित लागत के निविदा के लिए) Contact details of Independent External monitors (IEM) (For tenders of estimated cost of rupees ten crores and above only)	<p>1. श्रीShri. T Jacob ई-मेलE-mail: jacobthariyan@gmail.com</p> <p>2. श्रीShri. Prakash Chandra ई-मेलE-mail: prakashchandra59@yahoo.co.in</p>
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खंड सं. Clause No.	विवरण Description
एनआईटी (भाग-1 या क्रियात्मक भाग) NIT (Part-1 or Operating Part)	
	अर्हता पूर्व मानदंडPre Qualification Criteria
1.0	कार्य अनुभवWork Experience
1.1	समान कार्यSimilar Works
1.2	समान कार्य की परिभाषाDefinition of Similar Work
1.3	नोटNotes
2.0	वित्तीय मानदंडFinancial Criteria
2.1	औसत वार्षिक वित्तीय टर्नओवरAverage Annual Financial Turnover
2.2	कर से पहले लाभProfit Before Tax
2.3	शोधन-क्षमता या निवल मूल्य या क्रेडिट दर या क्रेडिट पथ Solvency or Net worth or Credit Rating or Line of Credit
2.4	बोली क्षमताBid Capacity
2.5	बोली कारनिम्नलिखित नोट करेंThe bidders may note the following
3.0	कर्मचारी भविष्यनिधि पंजीकरणEmployees' Provident Fund Registration
4.0	पीएन (स्थायी खाता संख्या) PAN (Permanent Account Number)
5.0	ईएसआई (कर्मचारी राज्य बीमा) पंजीकरणESI (Employee State Insurance) Registration
6.0	अतिरिक्त अर्हता पूर्व मानदंड यदि लागू हों तोAdditional Pre-Qualification Criteria if applicable
7.0	संयुक्त उद्यम (असमाविष्ट)/संघJoint Venture (Unincorporated)/Consortium
8.0	एमएसई (सूक्ष्म एवं तटुद्यम) MSE (Micro and Small Enterprises)
9.0	स्टार्टअपStartup
10.0	मेक इन इंडियाMake in India
11.0	सामान्य पात्रता मानदंडGeneral Eligibility Criteria
12.0	समर्थन दस्तावेजों की अपलोडिंगUploading Supporting Documents
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	अनुसूची Schedule B
	अनुसूची Schedule C
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2.0	बोली कारके लिए नोटNotes for Bidders
3.0	एक बोली प्रति बोलीकारOne Bid per Bidder
4.0	बोली कालागतCost of Bidding

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7.0	बोलीपूर्व बैठक Pre-Bid Meeting
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9.0	निविदाकीभाषा Language of Tender
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11.0	बोलीमूल्य, दरएवंकर Bid prices, rates & taxes
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21.0	आबंटनकीसूचना Notification of Award
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27.0	सत्यनिष्ठासमझौता(आईपी) Integrity Pact (IP)
28.0	बीओसीडब्ल्यूअधिनियम BOCW Act
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31.0	कर्मचारी- नियोक्तासंबंध Employee-Employer Relationship
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35.0	नाभिकीयक्षतिसिविलदेयता(सीएलएनडी) अधिनियम, 2010 एवंनियम2011 Civil Liability for Nuclear Damages(CLND) Act 2010 & Rule 2011 thereof
36.0	संविदाकार्मिकोंकीसूचना Information of contract employees
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2	प्रपत्रFormat-2 (कार्यअनुभवWork experience)
3	प्रपत्रFormat-3 (वित्तीयआंकड़ेFinancial data)
4	प्रपत्रFormat-4 (निजीसंगठनद्वाराजारीकिएगएकार्यआदशकेलिएप्राप्तकियागयाविलवारभुगतानएवंउससेसंबंधितटीडीएसराशिविवरणसहितप्रमाण पत्र) (Certificate giving details of bill wise payment received and their respective TDS amount against the work orders issued by Private Entities)
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6	प्रपत्रFormat-6 (प्रपत्र-6 केअनुसारविदेशमेंकिएगएकार्यकाविवरण) (Details of work experience done in foreign country as per Format-6)
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3	परिशिष्टAppendix-3 (मुख्तारनामाप्रपत्र Power of attorney format)
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(PART-1 or OPERATING PART)

PRE-QUALIFICATION CRITERIA

1.0 Work experience:

1.1. Similar Works:

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

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

or

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

or

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

1.2. Definition of similar work:

Construction of RCC Multi – Storeyed (above G+3 - storeys or floors) Building or Civil Structures.

(with or without supply of materials)

The definition of Multistoried Building or Civil Structures are as follows:

- a) Construction of high rise (above G+3 storeys or floors) Residential buildings.**
- b) Construction of high rise (above G+3 storeys or floors) Industrial buildings.**
- c) Construction of high rise (above G+3 storeys or floors) Commercial buildings.**
- d) Construction of high rise (above G+3 storeys or floors) Community buildings.**
- e) Construction of high rise (above G+3 storeys or floors) Civil structures.**

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.

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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

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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.

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

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

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

1.3.10 Certificates in the name of other companies:

1.3.10.1 Certificates of Subsidiary/Group Companies:

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

1.3.10.2 Merger/ Acquisition of Companies:

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

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

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

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

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

2.0 Financial criteria:

2.1 Average annual financial turnover:

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

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

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

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

Solvency:

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

OR

Net worth:

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

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

The definition of Networth for the above criteria shall be:

Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, 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.

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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.

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3.0 EPF (Employees' Provident Fund) registration:

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

4.0 PAN (Permanent Account Number):

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

5.0 ESI (Employee State Insurance) registration (Not Applicable)

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

6.0 Additional Pre-qualification criteria: (Not Applicable)

7.0 Joint Venture (Unincorporated)/Consortium:

- 7.1 The use of word Joint Venture(s) /JV anywhere in this clause refers to "unincorporated Joint Venture(s)/JV".
- 7.2 Joint ventures (JV) / Consortium shall be allowed as stipulated in Schedule A.
- 7.3 In case of Joint Venture (Unincorporated)/Consortium, the provisions as per clause no. 30 of Part 2(Standard Part) of NIT shall be read in conjunction with provisions as per Part 1(Operating Part) of NIT for meeting Pre-Qualification eligibility criteria.
- 7.4 Number of members in a JV /Consortium shall not be more than three.
- 7.5 A member of JV/Consortium shall not be permitted to participate either in individual capacity or as a member of another JV/Consortium in the same tender.
- 7.6 The bid document shall be downloaded and uploaded only in the name of Lead Partner and not in the name of other constituent members.
- 7.7 One of the members of JV/ Consortium shall be the lead member of the JV/Consortium who shall have a majority (at least 51%) share of interest in the JV/Consortium. The partners having less than 20 % participation will be termed as non-significant partners and will not be considered for evaluation which means that their financial soundness and work experience shall not be considered for evaluation of JV/Consortium.
- 7.8 The lead member of JV/Consortium shall not be foreign company/entity. Foreign company/entity can participate only as other than lead member in JV/Consortium through subsidiary company formed in India.
- 7.9 The members of JV/Consortium shall not be itself a JV/Consortium.

7.10 Credentials & Qualifying Criteria:

7.10.1 Work Experience

- a) In case of Joint Venture/Consortium the works done either by the same joint venture (or consortium) or any member of the Joint Venture/ Consortium shall be considered for this criterion. The work of each member, if done in Joint Venture/Consortium will be taken as per the percentage participation i.e., value of a completed work done by a Member in an earlier Joint venture/ Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium.
- b) In case of joint venture / consortium, full value of work if done by the same joint venture/consortium shall be considered.

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- c) In case of work experience of individual members being considered for PQ (Pre-Qualification) evaluation:
 - i. For compliance with one completed work of 80% of estimated cost by lead partner will only be considered.
 - ii. For compliance with two completed works of 50% of estimated cost, minimum one work of lead partner is required.
 - iii. For compliance with three completed works of 40% of estimated cost, minimum one work of lead partner is required.

7.10.2 Financial Criteria

- a) Average Financial Turnover and Net Worth/Solvency/Line of Credit will be based upon weighted average as per their percentage share of participation in the joint venture / consortia.
- b) Credit Rating (if submitted) shall be met by all the JV/Consortium Partners individually.
- c) To qualify Net Worth/Solvency/Credit Rating/Line of Credit criteria, all partners of JV/Consortium shall meet the same type of financial criteria.
- d) The Profit Before Tax (PBT) criteria shall be met by all the JV/Consortium Partners individually.
- e) For Bid Capacity, in case of JV/Consortium, all the partners/participants must furnish the details of existing commitments and balance amount of ongoing works with each member of JV/Consortium and also the works which are awarded to tenderer but yet not started upto last date of month previous to one in which this NIT has been published. In case of no works in hand, a 'NIL' statement should be furnished. This statement should be submitted duly certified verified by a practicing Chartered Accountant. Value of a completed work/work in progress/work awarded but yet not started for a Member in an earlier JV/Consortium shall be reckoned only to the extent of the concerned member's share in that JV/Consortium for the purpose of satisfying his/her compliance to the above mentioned bid capacity criteria.
- f) In the case of joint venture / consortia, bid capacity of each member will be computed applying above formula (mentioned at clause no. 2.4 of Part-1(Operating Part) of NIT)and combined bid capacity of the joint venture /consortia will be weighted average of the individual bid capacity of the members as per their percentage share of participation in the joint venture / consortia.

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

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

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

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

8.0 MSE(Micro and Small Enterprises): (Not Applicable)

~~Applicability for exemption/relaxation from meeting the qualification criteria in respect of prior experience and 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~~

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~~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: (Not Applicable)

~~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

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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. 15.14 of Standard Part (Part 2) of NIT.
3.	a. Memorandum of Association/Article of Association in case of Company or b. Partnership deed in case of Partnership firm or c. Self-undertaking in case of proprietorship firm (Appendix – 10)
4.	PAN card.
5.	GST registration certificate (GSTIN).
6.	Registration of EPF (for applicability refer Schedule A).
7.—	ESIC registration (for applicability refer Schedule A).

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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 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.
19.	List of QR/PQ related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA (Annexure-IV)

- 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.

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SCHEDULE 'A'

S. No.	Clause no. of GCC/NIT	Description	Stipulation	
1.	GCC 1.1.1	Contract Accepting authority	ED (Projects-LWR)	
2.	GCC 2.1.3	Time by which possession of site will be given	Immediate after issue of LOI/WO	
3.	GCC 4.14.1	Availability of electricity	Yes	
4.	GCC 4.14.1	The rate at which electricity will be charged	Rs. 12.85	Prevailing TNEB Tariff
5.	GCC 4.19.2	Number of trees to be planted by the contractor	NA	
6.	GCC 4.22.1	Number of Apprentices to be trained by the contractor	0	
7.	GCC 4.23.2	Availability of water supply by Corporation	No	
8.	GCC 4.23.2(i)	Water charges	NA	
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		
		(i) As per Central Government	As per Section III	
		(ii) As per State Government	As per Section III	
11.	GCC 5.6.3	Penalty, for not providing arrangements and facilities as per safety guidelines.	As per Section III	
12.	GCC 5.6.4	Industrial safety training to be provided by Corporation.	Yes	
13.	GCC 5.6.14	Minimum number of safety professionals to be deployed by contractor.	2	
14.	GCC 5.6.15	Penalty, for not deploying the minimum number of safety professionals.	As per Section III	
15.	GCC 7.8.1	Applicability of incentive clause	No	
16.	GCC 7.8.2	Maximum value of the contract value, which shall be paid as incentive.	NA	
17.	GCC 7.9.3	No of days of suspension for Entitlement of compensation if cumulative period of suspension exceeds	30 days and as per note no. 1 below	
18.	GCC 9.1.1	Defect Liability Period for the contract	36 Months	
19.	GCC 9.1.6	Applicability of liability towards Latent defect	Applicable	
20.	GCC 11.3.3	Various components expressed as a percentage of contract Price.		
21.		Fixed component (F)	15	
		Unskilled labour component (lu)	13	
		Semi-skilled labour component (lss)	NA	
		Skilled labour component (ls)	12	
		Highly skilled labour component	0	
		Material component		
		Cement & Lime	(m)	4
		Ferrous Steel	(n)	12
		Other Materials	(o)	26
			(p)	0
		All other Materials	(q)	0
		P.O.L component (d)	2	
Non escalable component (NE)	16			

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S. No.	Clause no. of GCC/NIT	Description	Stipulation
		Nearest fuel station to be considered for diesel prices (P.O.L)	Anuvijay Township
22.	GCC 12.1.4	The rate of Interest to be charged on mobilization advance	10.970%
23.	GCC 12.2.1	Applicability to submit the bills and measurement in computerised form	Applicable
24.	GCC 12.5.1	Simple interest for delayed payment.	12.250%
25.	GCC 15.1; Clause no. 3 of Part 1 of NIT; Clause no. 5 of Part 1 of NIT	(a) Employee compensation policy	Yes
		(b) Coverage under ESI (Employee State Insurance)	NA
		(c) Third Party liability @ 10 % of the contract price subjected to maximum of rupees 50.00 lakhs.	Applicable
		(d) CAR/ EAR Policy for the whole contract value	Applicable
		(e) Comprehensive Insurance policy for Transport contracts	Not Applicable
		(f) EPF (Employees' Provident Fund) registration	Applicable
		(g) Group Insurance Policy	Applicable
26.	Clause no. 6.1 of Part 1 of NIT	Applicability of Electrical Contractor License	Not Applicable
27.	Clause no. 7 of Part 1 of NIT; Clause no. 30 of (Part 2) of NIT	Permission for joint venture (unincorporated) / consortium to participate	Yes
28.	NIT (Part 2) 35.0	Supplier (in case of CLND act)	NPCIL
29.	NIT (Part 2) 28.0	Applicability of the Building and Other Construction workers (Regulation of Employment and Conditions of Service) (BOCW) Act, 1996 and the Cess Act, 1996	Applicable
		Rate of labour cess (as per BOCW)	1%
30.	NIT (Part 2) 27.0	Applicability of integrity pact	Applicable
31.	Clause no. 8 of Part 1 of NIT; Clause no. 25 of Part 2 of NIT	a) Purchase preference to MSE registered bidders	Not applicable
		b) Waiver for Submission of bid security	Not applicable
		c) Splitting of quantity for award to MSE	Not applicable
		d) Exemption/ Relaxation from meeting the qualification criteria in respect of prior experience and financial	

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S. No.	Clause no. of GCC/NIT	Description	Stipulation
		criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit) for eligible MSE(s) subject to meeting of quality and technical specifications	No
		e) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications	Not applicable
32.	Clause no. 9 of Part 1 of NIT; Clause no. 32 of Part 2 of NIT	a) Exemption/ Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity, Solvency/Net Worth/Credit Rating/Line of Credit for eligible Startup(s) subject to meeting of quality and technical specifications	No
		b) Waiver for Submission of bid security	Not applicable
		c) In case of exemption/relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit before Tax, Bid Capacity Solvency/Net Worth/Credit Rating/Line of Credit), the clause stipulating meeting of quality and technical specifications	Not applicable
33.	NIT (Part 2) 33	Divisibility of Scope in Make in India clause no. 33	Non-Divisible
34.	NIT (Part 2) 33	Eligibility of Class of Contractor as per Make in India Order	Class I Local Supplier/ Class II Local Supplier
35.	NIT (Part 2) 33	Minimum Local Content (%) for Class I Local Supplier	More than 50%
36.	NIT (Part 2) 33	Minimum Local Content (%) for Class II Local Supplier	More than 20%
37.	NIT (Part 2) 36.0	Applicability of Contract employee information management system	Applicable
38.		Minimum number of labours to be deployed	
		a) Unskilled	0
		b) Semi- Skilled	0
		c) Skilled	0
		d) Highly skilled	0
		e) Any other category	0
39.		Penalty for shortfall of minimum number of Labours to be	

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S. No.	Clause no. of GCC/NIT	Description	Stipulation
		deployed as per special condition of contract	
		a) Unskilled	0
		b) Semi- Skilled	0
		c) Skilled	0
		d) Highly skilled	0
		e) Any other category	0
40.		Applicability of Factory Act	Applicable
41.		Place of service	Anuvijay Township
42.		Minimum number of Work Supervisor/ Engineer to be deployed	Engineers -2 Nos Supervisors -2 Nos
43.	NIT (Part 2) 13.0	Bid Validity	180 days

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

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SCHEDULE 'B'

MATERIAL ISSUED TO THE CONTRACTOR

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

Sl. No	Particulars	Unit	Rate at which Material will be issued	Maximum invisible wastage (Non-Returnable) (%)	Maximum permissible wastage (Returnable in case of free issue) (%)	Qty. to be issued (approx.)
----- NA-----						

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
----- NA-----							

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)**

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

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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.

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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 prebid meeting shall intimate the details of his authorized representative in prescribed format to the Corporation (at designated email) to facilitate his attending the meeting. A maximum of two representatives per Bidder will be allowed to participate on production of authority letter from the Bidder and ID.

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

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

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

8.0 Amendment of bid documents:

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

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

9.0 Language of the tender

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

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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/Lol (Letter of Intent) to the successful bidder.
- b) In case of two-part tender:
 - i) EMD/Bid Security of techno-commercially unqualified bidders shall be refunded within 30 days from the date of opening of Part-II (Price bid).
 - ii) EMD/Bid Security of qualified unsuccessful bidders will be refunded to them within 30 days of date of issue of work order/Lol to the successful bidder.
- c) EMD/Bid Security of successful bidder will be refunded within 30 days of receipt and acceptance of Performance Guarantee.

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

- d) EMD/Bid Security of the bidder who has withdrawn the bid before due date for bid submission shall be refunded after opening of the Part-1 (Techno-commercial) Bid in case of two-part tender and after opening of the bid in case of one-part tender.
- e) If the tender is cancelled, EMD/Bid security shall be refunded to all the bidders within 30 days from the date of cancellation of tender.

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

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

- a) The bidder withdraws/modifies his Bid or any item thereof (without being authorized by NPCIL) after due date for submission of bid and during the stipulated validity period.
- b) The successful bidder fails within the specified time limit to submit the Performance Guarantee.
- c) The bidder fails within the specified time limit to submit documents for verification when requested to do so.
- d) The bidder/his representative has engaged in fraudulent practices /malpractices /unlawful act during submission, evaluation of bid.
- e) In case the bidder / contractor violates any provisions of Integrity Pact, wherever applicable.
- f) The bidder is banned from conducting business with the Corporation in course of this tender.

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, ~~ES~~, 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.

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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,

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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

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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	a) If the bid is uploaded by the proprietor, no POA (Power of attorney) required. However, he will upload undertaking certifying that he is sole proprietor. b) If the bid is uploaded by person other than proprietor, POA authorising the person to upload bid on behalf of the concern
2	Joint Venture(unincorporated) (JV) (unincorporated) /Consortium	Power of attorney or any other legally acceptable document authorising the person to bid on behalf of the bidder. and Other documents as per clause 30.2.19.
3	Private Company	a) Certified copy of Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association or b) Power of attorney and the supporting Board Resolution authorising the person uploading the bid on behalf of the company along with Memorandum of Association & Article of Association
4	Partnership Firm	a) Self-attested copy of Registered / Notarized Partnership Deed and b) Power of Attorney duly authorizing one or more of the

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		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.

16.0 Bid opening

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

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

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

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

17.0 Clarification of bids

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

18.0 Examination of bids and determination of responsiveness

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

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

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

A material deviation or reservation or omission is one

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

19.0 Evaluation and comparison of bids

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

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

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

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

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

20.0 Criteria for award of work

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

20.2 The techno-commercially qualified and financially lowest (L-1) bidder or Highest combined weighted score for Quality and Cost i.e., H-1 Bidder (in case of QCBS evaluation) shall submit notarized photocopies of all the documents which were submitted with the bid for evaluation of

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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/e procure/app>).
- 21.3** After award of work, an agreement shall be made and signed by both the parties. The agreement shall comprise of tender document as uploaded on e-tendering portal, letter of intent/ work order and all correspondence between the Corporation and the successful bidder, upto acceptance of work order by bidder. The successful bidder shall be responsible for compliance at his own cost with the stamp duty act of the state where the agreement is being executed. The non-judicial stamp paper of appropriate value shall be submitted by the successful bidder at his own cost.

22.0 Corrupt or fraudulent practices

- 22.1** The Corporation requires that bidders / suppliers / contractors under this contract shall observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the Corporation:
 - (a)** defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i)** “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii)** “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Corporation, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Corporation of the benefits of free and open competition.

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

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

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

23.0 Disclosures

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

24.0 Fiscal Concessions in View of Mega Power Project Status

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

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

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

25.0 Benefits of Public Procurement Policy for Micro & Small Enterprises (MSEs) under Micro, Small and Medium Enterprises Development Act, 2006.(Not Applicable)

~~The applicability of this clause shall be as defined in schedule –A regarding exemption/relaxation from meeting the qualification criteria in respect of prior experience and 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~~

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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~~

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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.

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- 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.

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- 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.

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

Incase 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.

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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 (Not Applicable)

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

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

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

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

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

30.0 JOINT- VENTURE/ Consortium

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).

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.

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

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- 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,

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minimum number of Supervisor to be deployed shall be as per Schedule-A. The supervisor shall be responsible for liaison with the officials of principal employer. If in the opinion of the Corporation any supervisor is found unsuitable, the contractor shall change such supervisor. The Contractor himself shall not be permitted to act as supervisor.

- 31.6 The contractor shall credit the wages directly only into the Bank Account of his employees.
- 31.7 Discipline of the employees of the contractor in the discharge of duties must be regulated by the contractor or his supervisor.
- 31.8 The duty roster/leave of the employees of contractor shall be sanctioned by the contractor or his supervisor. The contractor shall be responsible for maintaining all the records in respect of the employees.
- 31.9 The contractor shall submit an undertaking as per Appendix-7 along with each RA Bill that wages have been paid to his employees and the contribution (along with proof of deposits) has been deposited as per the Employees Provident Funds & Miscellaneous Provision Act. Should there be any lapse on the part of the contractor and if for any reason, the principal employer is held liable to discharge penalty / fines, if any, the contractor shall be held responsible and that amount shall be deducted from any of his dues payable by Corporation under this contract or any other contract with the Corporation.
- 31.10 The contractor shall not involve Corporation in any settlement process in case of labor dispute.

32.0 Startup (Not Applicable)

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

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

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

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

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

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

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

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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:

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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 that 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:

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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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.

Site Director
For and on and behalf of Corporation

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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)

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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FORMAT-1

DETAILS TO BE FURNISHED BY BIDDER

S. NO.	PARTICULARS	DETAILS									
1	Name of Bidder/ enterprise / company/Legal Entity										
2	Address/Contact No.										
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" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">SN</th> <th style="width: 40%;">NIC five digit code</th> <th style="width: 50%;">Details of activity</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	SN	NIC five digit code	Details of activity						
SN	NIC five digit code	Details of activity									
6	Name of DSC Holder										
7	Name of Power of Attorney of holder										
8	PAN (Permanent Account Number)										

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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S. NO.	PARTICULARS	DETAILS
9	GST details of Bidder	
9.1	Whether Registered under GST?	Yes/No
9.2	In case Unregistered, mention the reason for not registering. (Please tick). In case of (b) please give full details.	<input type="checkbox"/> a) Not required as per Section 22 (1) of CGST Act. <input type="checkbox"/> b) Any other provision under GST act, please specify--- -----
9.3	If yes, mention the GSTIN ID/ARN (Application Reference Number) /Provisional ID No	
9.4	Address (as per registration with GST with Postal Code)	
9.5	Any change in the status of Registration of the bidder, after award of the Contract shall be disclosed to the Corporation forthwith. Please confirm.	<input type="checkbox"/> We Confirm
9.6	All the benefits and credits on inputs as available under GST acts/rules are availed and passed on the benefits to Corporation in bid price complying with provision of Anti-profiteering measures. Please confirm.	<input type="checkbox"/> I/ We Confirm. <input type="checkbox"/> Not Applicable
9.7	Type of business	
9.8	Whether the GST registration is active	Yes/ No
9.9	Mention whether Reverse Charge Mechanism (RCM) is applicable for the tendered work.	Yes/No
10	Registration no of EPF(Employees' Provident Fund)	
11	Registration no of ESI(Employee State Insurance)	

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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S. NO.	PARTICULARS	DETAILS
12	a) Is your near relative(s) working in Corporation	Yes/No
	b) If yes, Name(s) and details of posting in Corporation	
13	Make in India	
13.1	% of Local Content	
13.2	Class of Local Supplier	
14	Startup	Yes/No
14.1	If yes, Startup India Certificate No.	
15	Bidder has conflict of interest as per clause no. 11.2 of Part 1 of NIT.	Yes/No
16	Bidder's email id for any official correspondence by corporation	
17	Bidder's telephone no./ mobile no. for any official correspondence by corporation	
18	Bank Details of Bidder for any Financial Transaction between Corporation and Bidder	
18.1	Bank Name	
18.2	Branch Name	
18.3	Account Number	
18.4	IFSC	
19	GeM Seller ID(if available)	

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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FORMAT- 2
WORK EXPERIENCE

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.
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NOTES:

- a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded.
- b) The bidder shall fill the relevant details. If the bidder fills that the details are “as per enclosure/attached annexure”, then such submission will not be considered for evaluation.
- c) For each work experience separate format has to be filled.
- d) The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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 loses, 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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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financial data of one more preceding audited financial year as applicable shall be submitted by the Bidder for evaluation purpose.

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

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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:

- 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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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FORMAT- 6
WORK EXPERIENCE IN FOREIGN COUNTRY

1	Name of Work		
2	Agreement no. / Contract no. / Work order with bill of quantities and rates details	No	
		Date	
3	Name of bidder company as is mentioned in work order		
4	Details of Client: a) Name b) Address c) Phone d) e-mail		
5	Whether the client is Government / private entity		
6	Country where the work was executed		
7	Date of commencement of work		
8	Stipulated date of completion		
9	Actual date of completion		
10	Value of work done on completion in foreign currency: Currency name: Bills selling exchange rates notified by The State Bank of India: Value of work done on completion in Indian rupee: Value of similar work done in completion: Value of similar work done in completion after escalation as per clause: 1.3.8 of Part 1 or Operating Part of NIT:		
11	Ref. no and date of client's completion certificate or similar documentary evidence certifying completeness of work issued by client		
12	Whether documents as per clause 1.3.7 of Part 1 or Operating Part are uploaded	Uploaded/Not Uploaded	
13	Whether the work has been completed satisfactorily. Unsatisfactory/poor performance refers to such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, history of litigation resulting in award against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on	Yes/No	
14	Whether any banning (or any other term meaning the same) was done against this work.	Yes/No	
15	Similar Value of work completed meeting criteria of 80%/50%/40% of estimated cost put to tender.	80%/50%/40% of estimated cost put to tender.	
	<p>NOTE:</p> <p>a) Details of only similar works as defined in the pre-qualification criteria shall be uploaded.</p> <p>b) The bidder shall fill the relevant details. If the bidder fills that the details are "as per enclosure/attached annexure", then such submission will not be considered for evaluation.</p> <p>c) For each work experience separate format has to be filled.</p> <p>d) The cost of completed work shall mean gross value of the completed work including all the taxes and levies, escalation (if any), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost The cost of chargeable material shall be the fixed value at which the client had supplied the material.</p>		

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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FORMAT-7

BID CAPACITY

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

(On the letterhead of Chartered Accountant)

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

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

Bid Capacity = (A x N x 2) – B

Where,

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

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

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

Ongoing Works also include work under extension.

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

NOTES:

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

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

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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FORMAT- 8
ADDITIONAL PQ CRITERIA

(Not Applicable)

APPENDIX

Number	Description
--------	-------------

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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
14	Appendix -14 (QR/Pre Qualification Criteria Document Authentication process)

APPENDIX-1

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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(Below mentioned format is a sample format and the JV (unincorporated) /Consortium partners may modify suitably, however the major aspects like share of interest, division of responsibility, joint and several responsibility etc should invariably be covered in the MOU.)

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

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

1.0 WITNESS:

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

This agreement witness as follows:

- 1.1 The parties do not enter into an agreement of any permanent partnership of Joint Venture/Consortium to tender/bid or undertake any contract other than the specified above.
- 1.2 The operation of this joint venture/Consortium, concerns is confined to the work of ----- - vide tender no. -----.
- 1.3 The name of the Joint Venture/Consortium for convenience and continuity shall be -----
- 1.4 The address of the Joint Venture/Consortium for communication shall be as under-----
- 1.5 The Joint Venture/Consortium shall jointly upload qualification criteria on the above name according to all terms and conditions stated in the relevant instructions contained in the bid documents.
- 1.6 That this Joint Venture/Consortium shall regulate the relations between the parties thereto and shall include without being limited to them the following conditions:
 - a. ----- firm shall be the lead partner/member in charge of the Joint Venture/Consortium for all intents and purpose and who shall have authority to bind each of the JV/Consortium partner(s).

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

- (a) preparation and submission of bid on behalf of the JV/Consortium,
- (b) to negotiate with the Corporation (if selected by the Corporation for negotiation)
- (c) acceptance of the contract on behalf of JV/Consortium,

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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- (d) correspondence with the parties, co-ordination between the Corporation, JV/Consortium Partners and other agencies concerned,
 - (e) submission of the Contract Securities and other documents,
 - (f) to submit invoice and other documents and receive the payment,
 - (g) to ensure performance of the contract.
 - (h) to respond promptly in settlement of disputes arising during any stage from submission of bid till closure of contract
 - (i) to participate in the process of arbitration.
- b. In case the said work is awarded to the Joint Venture/Consortium the partners of the Joint Venture/Consortium will nominate a person with duly notarized Power of Attorney on stamp paper, who will represent the Joint Venture/Consortium with the authority to incur liabilities, receive instructions and payments, sign and execute the contract for and on behalf of the Joint Venture/Consortium.
- 1.7 The parties agree to make financial participation and to place at disposal of Joint Venture/Consortium the benefits of its individual, technical knowledge, skill and shall in all respect bear its share as regards planning and execution of the work and responsibilities including provision of information, advice and other assistance required in the Joint Venture/Consortium and participation shall be in proportion of
- Firm A-----%
- Firm B-----%
- Firm C-----%
- Total 100%
- 1.8 All rights, interests, liabilities, obligations work experience and risks (and all net profit or net losses) arising out of the contract shall be borne by the parties in proportion to their share. Each of the parties shall furnish its proportionate share in any bonds, guarantees; sureties required for the works as well its proportionate share in connection with the works. The share and participation of the partners in working capital and other financial requirements shall be in ratios mentioned above.
- 1.9 The Joint Venture/Consortium authorizes Sh. ----- Designation ----- to upload the bid offer, clarification, enter into negotiation and for any action required in respect of matters arising under the contract with NPCIL.
- 2.0 **Duration of the Joint Venture/Consortium Agreement:** It shall be valid during the entire currency of the contract including the period of extension if any and the defect liability period after the work is completed.
- 3.0 **Governing Laws:** The Joint Venture/Consortium Agreement shall in all respect be governed by and interpreted in accordance with Indian Laws.
- 4.0 **Internal responsibilities and liabilities:**
- (a) The division of individual scope of work may be worked out mutually by the parties but the party shall be jointly and severally liable to the NPCIL for the execution of the contract commitment in respect of the works in accordance with contract conditions.

The responsibilities for performing execution of the said contract by each JV/Consortium partner is as indicated in the Annexure-I. It is further agreed by the

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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- (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. _____

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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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(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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.

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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 witnesses 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.

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- 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.

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- g)** The Bidder(s)/Contractor(s) further confirms and declares to the Principal/Purchaser that the Bidder(s)/Contractor(s) is the original manufacturer/Integrator/authorized government sponsored export entity(if applicable) of the stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way, to recommend to the Principal/Purchaser or any of its functionaries, whether officially or unofficially, for the award of the contract to the Bidder/Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- h)** If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Purchaser, or alternatively, if any relative of an officer of the Principal/Purchaser has financial interest/stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder/Contractor at the time of filing or tender.
- The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- i)** The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Purchaser.
- 3)** The Bidder(s)/Contractor(s) will not instigate third persons/parties to commit offences outlined above or be an accessory to such offences.
- 4)** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official/official of NPCIL to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of NPCIL interests.
- 5)** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

Article 3 -Integrity Pact Security

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

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applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD/PBG/PSB/ SD (i.e., Performance Guarantee plus available Retention Money)/Performance Security, as applicable, shall be forfeited.

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

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

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

Article 4 - Consequences of Breach

- 1) Without prejudice to any rights that may be available to the Principal/Purchaser under law or the contract or its established policies and laid down procedures, the Principal/Purchaser shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf, whether with or without the knowledge of the Bidder(s)/Contractor(s), and the Bidder/ Contractor with its free consent and without any influence accepts and undertakes to respect and uphold the Principal/Purchaser absolute right:

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

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

B) Compensation for Damages:

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- 1) If the Principal/Purchaser has disqualified the Contractor(s)/Bidders(s) from the tender process prior to the award according to Section 3 A), the Principal/Purchaser is entitled to demand and recover the damages equivalent to EMD/Bid Security.
 - 2) If the Principal/Purchaser has terminated the contract according to Section 3 A), or if the Principal/Purchaser is entitled to terminate the contract according to section 3A), the Principal/Purchaser shall be entitled to demand and recover from the Bidder(s)/Contractor(s) the amount equivalent to Security Deposit (SD)/Performance Bond/Performance Security Bond (PSB)/Performance Security, as applicable.
- C) Criminal Liability:**
- If the Principal/Purchaser obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC (Prevention of Corruption) Act, 1988 or if the Principal/Purchaser has substantive suspicion in this regard, the Principal/Purchaser will inform the same to law enforcing agencies/Chief Vigilance Officer for further investigation.
- D)** In addition to A), B) & C) above, the Principal/Purchaser shall be entitled to take recourse to the relevant provisions of the contract related to Termination/Cancellation/Determination of Contract.
- 2) A transgression is considered to have occurred if the Principal/Purchaser after due consideration of the available evidence concludes that no reasonable doubt is possible.
 - 3) Subject to full satisfaction of the Principal/Purchaser, the exclusion of Bidder(s)/ Contractor(s) could be revoked by the Principal/Purchaser if the Bidders(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.
 - 4) The decision of the Principal/Purchaser to the effect that a breach of the provisions of this pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Article 5- Previous Transgression

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

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

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

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

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

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

Article 7 -Company Code of Conduct

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

Article 8- Independent External Monitor (IEM)

- 1) The Principal/Purchaser has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission (their names & contact details of the IEM are given in the tender document).
- 2) The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3) The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM would have access to all Contract documents, whenever required. IEM shall convey his observations to the Chairman & Managing Director, Nuclear Power Corporation of India Limited.
- 4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Purchaser including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the IEM, unrestricted and unconditional access to his or any of his Sub-Contractor’s project documentation. The IEM is under contractual obligation to treat the information and documents of the Contractor(s)/Subcontractor(s) with confidentiality.

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- 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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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- 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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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:

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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APPENDIX-4

Undertaking by the bidder

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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.

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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)

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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APPENDIX-9

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

Certification under preference to Make in India order

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

_____.

Signature with date:

Name:

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

Notes:

- 1) This certificate to be submitted by bidder for work/service with estimated cost put to tender upto Rs. 10 crore.
- 2) For estimated cost put to tender in excess of Rs. 10 crores, Bidder to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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 loses, 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.....

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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APPENDIX -13

Deviations to Tender Conditions

BIDDERS TO MAKE AND ATTACH WITH PART-I BID

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Appendix -14

Appendix-QR Document Authentication process

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

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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ent Statutory Auditor in support of meeting QR along with attached Annexure – I/Annexure – II. Documents certified and verified by TPIA or Independent Statutory Auditor or a combination of both agencies are acceptable.

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

Undertaking from Bidder

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

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

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

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Annexure-I

Format Undertaking from Independent Statutory Auditor

(On **letter headdigitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor)

Ref. No:

Date:

To,
NPCIL

.....

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

Ref :

Bid no./Tender no.....

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Thanking you,

.....

* *Strike off, whichever is not applicable.*

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Annexure-II

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

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

Ref. No.:

Date:

To,
 NPCIL

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

Ref:

Bid no./ Tender no.

Name of the Work/Tender:

Dear Sir,

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

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

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

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

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

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

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

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

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

Thanking you,

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
1	Aaditech Inspections & Services Private Limited	info@aaditech.co.in ; aaditeche@gmail.com	(+91)-9810927632; 011-43044550	Bijendra Kumar Jain, Director	268, Aggarwal City Plaza. Sector-3, Rohini, New Delhi-110085
2	Adornment Engineers India Private Limited	jks@adornmentengineers.com	+91-9982114444, +91-129-298-9444	Jitendra Kumar Sharma, MD & CEO	Plot No. 46, 2 nd Floor, Wazir Market, Main Bye Pass Road, Faridabad, Haryana-121004
3	Alfred H Knight India Private Limited	jitendra.sawant@ahkgroup.com enquiries.india@ahkgroup.com	+91-9819068960, +91-22-4964 1456	Jitendra Sawant, General Manager	Unit No.506 & 507,5 th Floor, Hubtown Solaris,Saiwadi, N.S. Phadke Road, Andheri (East), Mumbai, Maharashtra- 400069
4	Apave TIV India Private Limited	india.tiv@apave.com ; kamal.prasad@apave.com	+91 9833221154; +91-22-41734173/ 27578780	Kamal Prasad, Senior Manager	Lakhani's Centrium, 6 th Floor, Plot No.27, Sector 15, CBD Belapur, Navi Mumbai, Maharashtra - 400614
5	Applus India Private Limited	Akshaymula.Kumar@applus.com Info.india@applus.com	+91 76709 03775/+91 90142 01951 +91 40 29709499	1) Vasamsetty Naga Venkata Ramana Krishna, Director 2) Akshay Kumar Mula	#504, 5 th Floor, Gowra Grand, Behind Gowra Plaza, 1-8-384 & 385, Sardar Patel Road, Secunderbad- 500003, Telangana.
6	Aspira Certifications Private Limited	karthiga.s@aspiracertifications.com info@aspiracertifications.com	+91 -7094240721/ +91-9626776868	S Karthiga, Managing Director	New No. 111, Old No. 141, Rajiv Gandhi Salai, Old Mahabalipuram Road, Kottivakkam Village, Thiruvanniyur, Chennai, Tamilnadu- 600041
7	Assure Quality Management Certification Services Pvt Ltd	aqmcs@aqmcs.com	+91 9216183238/ 9216283238	Joginder Singh, Director	1172, Sector-11, Panchkula- 134109, Tricity Chandigarh
8	Brajvidhya Services Private Limited	suryavanshipankaj76@gmail.com info@brajvidhya.com	+91-9229265444/ +91-9229275444	Pankaj Suryavanshi, CEO/IB Head	B-1, 1 st Floor, Shopping Complex, Near HDFC Bank, Omax City 1 st Indore

Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs

S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
9	Bureau Veritas (India) Pvt. Ltd.	bvindia.corporate@bureauveritas.com	+91-8291417728/ +91-22-62742000	1) Bholashankar Kandpal, Director 2) Vilas Joglekar	72, Business Park, Ground Floor, Marol Industrial Area, MIDC Cross Road 'C', Andheri (East), Mumbai - 400 093
10	Competent Inspectorate and Consultants Private Limited	drrama@cicpl.co	+91 99121 92500, +91-40-23072500	Rama Dasu Pittala, Managing Director	#104,203-Park View, Plot Nos 5 & 6, Pushpak Cooperative Housing Society Prashantinagar Industrial Estate, Kukatpally, Hyderabad - 500072
11	Conformity India International Private Limited	mtkg@ciindia.in	+91-9953325352/011-28114433/55	Himani Sharan, Director	A-33, 2 nd Floor, Mayapuri Industrial Area, Phase-1, New Delhi 110064
12	DYC Global Private Limited	parag.wadekar@dycgpl.com	+91 8879663355, +91 2249628259	Parag D. Wadekar, Managing Director	702, Lodha Supremus District 2, Kolshet Road, Thane West- 400607.
13	Edlipse Engineering Global Pvt. Ltd.	marketing@edlipse.com , sunil@edlipse.com	+91-9910502293	Sunil Verma, Director	A-802, Sugar Palm, Omaxe Palm Greens Society, Sector-MU, Greater Noida 201308
14	Electrical Research And Development Association	Rajib.chattopadhyay@erda.org	+91-9978940954, +91-26-53043128	Rajib Chattopadhyay, Dy. Director	ERDA Road, G.I.D.C., Makarpura, Vadodara – 390010, Gujarat
15	Geocoal Engineering Private Limited	geocoalindia@gmail.com geocoalengineering@gmail.com	+91-9471191196, +91-7979834082	Rajkumar Soni, Director	Janki Complex, Bara Jamua, Barwadda, Dhanbad – 826004, Jharkhand

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
16	Gulf Lloyds (India) Ltd	contact@gulflloyds.com inspection.glis@gmail.com	+91 9870062828, +91-79-48001320	Akash Dhobi Jaykumar Bhavsar, Director	910,GALA Empire, Opp. TV Tower, Drive-in Road, Ahmedabad-380052, Gujarat
17	Hertz Inspection & Services Pvt. Ltd.	hertz.1973@gmail.com	+91 8154006502/+91 9998900073	Dhaval Kumar Jentialal Suvagiya, CEO	A-27, "JAY RAJ" Shyamli Society, B/H Samta Party Plot, Petlad Road At Nadiad. PIN. 387002. Dist. Kheda (Gujarat)
18	ICS INDIA PVT. LTD	icsindiamarketing@gmail.com	+91-9822841076	Nitin B Patil, Managing Director	305-310, Nawu Imperio, Beside Lodha Belmondo, Opposite MCA Cricket Stadium, Gahunje, Pune -412101
19	Inspectorate Griffith India Pvt.Ltd.	Pushpendu.nag@bureauveritas.com calhq@bureauveritas.com	+91-9836687382, +91-33-66446600	Pushpendu Nag, Assistant Manager	Ecocentre, 16 th Floor, Unit-1601, Block-EM04, Salt Lake City, Sector-V, Kolkata-700091, West Bengal
20	IRC Engineering Services India Private Limited	abhinavsinghi@ircengg.co.in	+91-9810401316, 011- 26468092	Abhinav Singhi, Director	A-53, Sector-63, Noida, Uttar Pradesh- 201301
21	IRCLASS Systems and Solutions Pvt Ltd	ks.mhaskar@irclass.org ; industrial_services@irclass.org	+91-9869333204/ +91-8850783112; (+91)-22-30519400/ 022-71199 400	Kiran S Mhaskar, General Manager	Industrial Services (6th Floor), 52-A, Adi Shankaracharya Marg, Opposite Powai Lake, Powai, Mumbai-400072, Maharashtra
22	KARANDIKAR LABORATORIES PRIVATE LIMITED	sales@karandikarlab.com	+91-9223324548/ 022-28471395/97/98	Shishir Ajit Karandikar, Director	B-101, Ansa Ind.Estate, Saki Vihar Road, Saki Naka, Andheri(E), Mumbai-400072

Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs

S. No	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
23	KBS Certification Services Pvt. Ltd.	director@kbsindia.in tender@kbsindia.in	+91-9560995216, +91-129 4054513, +91-129 4178071	Kaushal Goyal, Managing Director	414-424, Om Shubham Tower, Neelam Bata Road, NIT Faridabad-121001, Haryana
24	Meenaar Global Consultants LLP	NKN@MGCLLP.IN	+91-9810755700	NK Narang, CEO	Suite 152-153, First Floor, Tower-D, Vatika Mindscapes, 12/3 Mathura Road, NH2, Sector-27D Faridabad, Haryana – 121003
25	Moody International India Pvt Ltd.	Nagendra.singh@intertek.com	+91-9899143415, 022-42450100	Nagendra Pratap Singh, Sales Manager	Intertek House “F” – Wing, Tex centre, Chandivali Farm Road, Andheri (East), Mumbai – 400 072, Maharashtra
26	Quality Austria Central Asia Private Limited	pankaj.srivastava@qacamail.com	+91 9818161110	Pankaj Srivastava, Director-Commercial	ATS Bouquet, Tower-C, Second Floor, 201, Sector-132, Noida-201301
27	Ravi Energie Private Limited	baroda@ravienergie.com ,	+91 97277 21740/ +91 9313407126; +91-265-298-6677	Smita M. Joshi, Director. Shraddha Ladani	S-15 A/B India Bulls Mega Mall Jetalpur Road Vadodara, 390020, Gujarat
28	RINA INDIA PVT LTD	jose.rivera@rina.org	+91 99874 18269	Jose Roberto Rivera Alas, Director	607/608, Everest Chambers, Marol Naka, Andheri – Kurla Road, Andheri (East), Mumbai- 400 059
29	RITES Limited	wriospn@rites.com	+91-8600017719; 022-68943400	Koteswara Rao Donepudi, General Manager	HO: Shikhar, Plot No. 1, Sector-29, Gurugram- 122001, Haryana

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs					
S. No	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
30	RSJ Inspection Service Limited (RSJ)	sonalsaggi@rsjqa.com	+91 9811873734/ +91 9535921324; 022-4131 5070	Sonal Saggi, Director	B-58, 2 nd Floor, Sector – 60, Noida (UP) 201301
31	SGS INDIA PVT. LTD.,	manjiri.thakurdesai@sgs.com sgs.india@sgs.com	+91 7738551460/ +91 22 6640 8888	Manjiri Abhijit Sant, Principal Manager	NITCO BIZ PARK, 5 th Floor, Plot No. C/19, Road 19, Wagle Industrial Estate MIDC, Thane (West) – 400604, Maharashtra
32	STEM INTEC LLP	bvimal@stemgroup.co.in	+91-22-49711145/ +91-22-27571145/ +09820304774	Bharatendu Vimal, CEO	B-212, 2 nd Floor, ITC Park, Tower No. 09, Belapur Railway Station Complex, Sector-11, CBD Belapur, Navi Mumbai – 400614
33	Sunkonnect Advisory Services Private Limited	manoj.k@sunkonnect.co info@sunkonnect.co	+91 9205111377, +91 124 446 8289	Manoj Kumar, Vice President – BD	Unit No: 301-304. JMD Empire, Golf Course Extension Road, Sector -62, Gurgaon, Haryana, India – 122102
34	TCRC Inspections Private Limited	tenders@tcrcgroup.com	+91-7045940446	1) Samapti Bhupendra Patel, Director 2) Rohan Thorat, Asst Manager Marketing	4 th Floor, 402, Shiv Industrial Estate, KV Balmukund Marg, Chinchpokli East, Mumbai, Maharashtra – 400012
35	TQ Cert Services Private Limited	tqcert@tataprojects.com	+91 7729007444; +91 40 6631 8801/ 6725 8800	1) Sarat Chandra Pradhan, Asst. Vice President 2) Gutlapalli Jaya Bharath, Senior Manager	Splendid Tower 6 th Floor H No 1-8-364,437,438 & 445 S P Road Begumpet Hyderabad-500003 Telangana

Details of TPIA (Third Party Inspection Agencies)-consent obtained for inclusion in NPCIL list of TPIAs

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

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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Annexure-IV

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

Sr. no.	NIT clause no	List of Documents uploaded by bidder which are required to be verified & certified for authenticity from Independent Statutory Auditor of bidder or Third Party Inspection Agencies (TPIA)
1	1.0, Format - 2, Format - 4 & Format - 6 of NIT	<p>Work experience:</p> <p>The bidder shall upload details of each work executed by them in the excel sheet (Format-2 of NIT) with documentary proof for the works to be considered for qualification of work experience criteria as per clause no: 1.3.5 of NIT.</p> <p>Also the bidder shall upload the details of work executed by them in the excel sheet i.e., Format-4 of NIT (for works executed for clients other than Government/Government Autonomous bodies/Public Sector Units) & Format-6 of NIT (Work Experience in Foreign Country) with documentary proof for the works to be considered for qualification of work experience criteria as per clause no: 1.3.5.2 and 1.3.7 of NIT.</p> <p>All Documents uploaded by the bidder as a documentary proof in support of work experience as mentioned above shall be verified & certified for authenticity from Independent Statutory Auditor of bidder or Third Party Inspection Agencies (TPIA).</p>
2	2.0 Format - 3 of NIT	<p>Financial criteria:</p> <p>The 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 his letterhead with seal, signature, membership number/ FRN and UDIN. Also, Bidder shall fill & upload the data in excel sheet (as per Format-3 of NIT) as mentioned in the certificate for consideration of Financial criteria qualification as per clause no: 2.1, 2.2, 2.3 & 2.5.1 of NIT.</p> <p>The Financial data (Format-3 of NIT) uploaded in support of Financial criteria as mentioned above shall be verified & certified for authenticity from Independent Statutory Auditor of bidder or Third Party Inspection Agencies (TPIA).</p>
3	2.3 Appendix-5 Appendix-11 of NIT	<p>Financial criteria:</p> <p>The bidder shall upload details of Bank solvency certificate (Appendix-5 of NIT) or Net worth certificate (Appendix-11 of NIT) or Copy of rating certificate/certified pdf copy of relevant pages of Annual report reflecting Credit Rating or Documentary evidence regarding line of credit from a Nationalized/any Scheduled bank other than Cooperative Bank for consideration of Financial criteria qualification as per clause no: 2.3 of NIT.</p> <p>The Financial data uploaded in support of Financial criteria as mentioned above shall be verified & certified for authenticity from Independent</p>

Kudankulam Nuclear Power Project	Construction of 203 Nos of Residential Quarters comprising of 40 Nos of E-type (G+10 floor-1 Tower), 80 Nos of D-Special quarters (G+10 floor-2 Tower), 80 Nos of B-type quarters (G+10 floor-2 Tower) and 3 Nos of F Type quarters (G+1 floor) at Anuvijay Township.
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		Statutory Auditor of bidder or Third Party Inspection Agencies (TPIA).
4	2.4 Format - 7 of NIT	<p>Bid Capacity:</p> <p>The bidder shall upload details of Bid capacity (as per Format-7 of NIT) duly certified by practicing Chartered Accountant / Company Auditor on his letterhead with seal, signature, membership number/ FRN and UDIN. Also, Bidder shall fill & upload the data in excel sheet (as per Format-7 of NIT) as mentioned in the certificate for consideration of Financial criteria qualification as per clause no: 2.4 of NIT.</p> <p>The Bid capacity data (Format-7 of NIT) uploaded in support of Financial criteria as mentioned above shall be verified & certified for authenticity from Independent Statutory Auditor of bidder or Third Party Inspection Agencies (TPIA).</p>

Note to Bidder:

Certified & verified documents (by either Independent Statutory Auditor of bidder or TPIA) uploaded by bidder shall only be considered for evaluation. Any document uploaded by bidder which is not certified by specified TPIA or Independent Statutory Auditor of bidder shall not be considered for the purpose of evaluation.