

ABRIDGED INVITATION FOR BIDS

NTPC VIDYUT VYAPAR NIGAM LIMITED
(A wholly owned Subsidiary of NTPC Limited)

**INVITATION FOR BIDS (IFB)
FOR
SETTING UP OF ROOFTOP SOLAR PROJECT (7 MW)
ON
DOMESTIC COMPETITIVE BASIS**

Date: 25.12.2024

NTPC Vidyut Vyapar Nigam Ltd (NVVN) shall invite online bids on Single Stage Two Envelope Basis (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) from eligible Bidders for the subject package.

Description

**SETTING UP OF ROOFTOP SOLAR PROJECT (7 MW) AT
NALCO ON DAMANJODI AND ANGUL**

Detailed NIT and Bidding Documents shall be available at <https://eprocurentpc.nic.in> shortly. For participation in the bids, subsequent to publishing of Tender, interested bidders are required to register on the portal mentioned above.

For further information, contact DGM (RE) NTPC VIDYUT VYAPAR NIGAM LIMITED, Engineering Office Complex, Plot No. A-8A Sector 24, Block A, Noida, Uttar Pradesh 201301, Email: shashankpandey@ntpc.co.in; Tel No: 0120-4947228

Registered Office:

NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, Corporate Identification Number: U40108DL2002GOI117584, Website: www.nvvn.co.in

Basic Details

| | | | |
|--------------------------------------|----------------------------------|---------------------------------------|-------|
| Organisation Chain | NTPC Vidyut Vyapar Nigam Limited | | |
| Tender Reference Number | NVVN/CandM/RE-431/2025-26 | | |
| Tender ID | 2026_NVVN_103877_1 | Withdrawal Allowed | Yes |
| Tender Type | Open Tender | Form of contract | Works |
| Tender Category | Works | No. of Covers | 3 |
| General Technical Evaluation Allowed | Yes [Compliance Required] | ItemWise Technical Evaluation Allowed | No |
| Payment Mode | Offline | Is Multi Currency Allowed For BOQ | No |
| Is Multi Currency Allowed For Fee | No | Allow Two Stage Bidding | No |

Payment Instruments

| Offline | S.No | Instrument Type |
|---------|------|-----------------|
| | 1 | DD |

Cover Details, No. Of Covers - 3

| Cover No | Cover | Document Type | Description |
|----------|-------------------|---------------|--|
| 1 | Fee | .pdf | Bid Security |
| | | .pdf | Power of Attorney |
| 2 | PreQual/Technical | .pdf | Undertaking of Compliance of technical Specification |
| | | .pdf | Undertaking of Site Visit |
| | | .pdf | Form 3A-1 for technical QR |
| | | .pdf | Form 3A-2 for Financial QR |
| | | .pdf | QR Documents |
| | | .pdf | Bid Form/covering letter |
| | | .rar | Other technical Documents |
| 3 | Finance | .xls | BOQ |
| | | .pdf | Price Forms |
| | | .rar | Other Documents |

Tender Fee Details, [Total Fee in ₹ * - 0.00]

| | | |
|------------------------------|------|--------------------|
| Tender Fee in ₹ | 0.00 | |
| Fee Payable To | Nil | Fee Payable At Nil |
| Tender Fee Exemption Allowed | No | |

EMD Fee Details

| | | | |
|---------------------------------|----------------------------------|-----------------------|-----------|
| EMD Amount in ₹ | 50,00,000 | EMD Exemption Allowed | No |
| EMD Fee Type | fixed | EMD Percentage | NA |
| EMD Payable To | NTPC Vidyut Vyapar Nigam Limited | EMD Payable At | New Delhi |
| BG Required | No | | |
| Minimum Direct EMD Payment in ₹ | 0.00 | | |

Work /Item(s)

| | |
|-------|---|
| Title | DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL AND DAMANJODI |
|-------|---|

| | | | | | |
|---|--|----------------------------------|----------------------|------------------------------|-------|
| Work Description | DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL AND DAMANJODI | | | | |
| Pre Qualification Details | Please refer Tender documents. | | | | |
| Independent External Monitor/Remarks | Pre Award NVVN IEMS shall be applicable for post award activities NALCO IEM shall prevail. | | | | |
| Tender Value in ₹ | NA | Product Category | Miscellaneous Works | Sub category | NA |
| Contract Type | Tender | Bid Validity(Days) | 120 | Period Of Work(Days) | 270 |
| Location | As PER TENDER | Pincode | 201301 | Pre Bid Meeting Place | NOIDA |
| Pre Bid Meeting Address | 5th Floor EOC Building NTPC Limited A8A Sector 24 Noida | Pre Bid Meeting Date | 22-Jan-2026 11:00 AM | Bid Opening Place | Noida |
| Should Allow NDA Tender | No | Allow Preferential Bidder | No | | |

Critical Dates

| | | | |
|--|----------------------|--|----------------------|
| Publish Date | 09-Jan-2026 01:30 PM | Bid Opening Date | 03-Feb-2026 03:00 PM |
| Document Download / Sale Start Date | 09-Jan-2026 01:35 PM | Document Download / Sale End Date | 02-Feb-2026 05:00 PM |
| Clarification Start Date | 09-Jan-2026 02:00 PM | Clarification End Date | 21-Jan-2026 06:00 PM |
| Bid Submission Start Date | 09-Jan-2026 02:00 PM | Bid Submission End Date | 02-Feb-2026 05:00 PM |

Tender Documents

| | | | | | |
|---------------------|------|----------------------|--------------------|-----------------------|-----------------------|
| NIT Document | S.No | Document Name | Description | Document Size (in KB) | |
| | 1 | Tendernotice_1.pdf | Brief NIT | 259.84 | |
| | | | | | |
| Work Item Documents | S.No | Document Type | Document Name | Description | Document Size (in KB) |
| | 1 | Tender Documents | TenderDocRE431.pdf | Tender Documents | 7337.17 |
| | 2 | Additional Documents | BOQRE431.xls | Price Schedule | 106.50 |
| | | | | | |

View GTE Details - PURCHASE GTE(OT-COMMON-LAND BORDER CLAUSE-INTEGRITY PACT)

| S.No | Particulars | Expected Value | Mandatory |
|------|---|----------------|-----------|
| 1.0 | Do you accept the Fraud Prevention Policy as per bid documents - [FRAUD PREVENTION] | Yes | Yes |
| 2.0 | Do you accept Withholding and Banning of Business Dealing Policy as per bid documents - [BANNING POLICY DECLARATION] | Yes | Yes |
| 3.0 | Do You certify full compliance of Integrity Pact - [INTEGRITY PACT COMPLIANCE] | Yes | Yes |
| 4.0 | Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India - [LAND BORDER CLAUSE COMPLIANCE] | Yes | Yes |
| 5.0 | Do you certify full compliance on Qualifying Requirements - [QR COMPLIANCE] | Yes | Yes |
| 6.0 | Do you certify full compliance to all provisions of Bid documents - [NO DEVIATION CERTIFICATION] | Yes | Yes |

Tender Inviting Authority

| | |
|----------------|---|
| Name | Sr manager Contracts |
| Address | 5th Floor EOC Building NTPC Limited A8A Sector 24 Noida |

NTPC VIDYUT VYAPAR NIGAM LIMITED

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BIDDING DOCUMENTS

FOR

DEVELOPMENT OF 7,000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI.

BIDDING DOCUMENT NO.: NVVN/C&M/RE-431/2025-26

OWNER/ EMPLOYER: NALCO LIMITED

PROJECT MANAGEMENT CONSULTANT (PMC): NVVN LIMITED

(This Document is meant for the exclusive purpose of bidding against this Bid Document No./ Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

NTPC VIDYUT VYAPAR NIGAM LIMITED

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CONTRACTS & MATERIALS

INVITATION FOR BIDS (IFB) FOR

DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI

BID DOCUMENT NO: NVVN/C&M/RE-431/2025-26

DATE: As per NIT in GEPNIC portal

NTPC VIDYUT VYAPAR NIGAM LIMITED (NVVN) invites online Bids from eligible bidders on '**Single Stage Two Envelope**' bidding basis (Envelope-I: Techno-Commercial Bid & Envelope- II: Price Bid) for aforesaid Package on behalf of NALCO Limited.

For the detailed IFB and Bidding Documents please visit at e-procurement portal <https://eprocurmentpc.nic.in> or may contact Sr. Manager (Contracts), NTPC VIDYUT VYAPAR NIGAM LIMITED, Engineering Office Complex, Plot No. A-8A Sector 24, Block A, Noida, Uttar Pradesh 201301, Email: nvvncontracts@ntpc.co.in; Tel No: 0120-497239

Registered office: NTPC Bhawan, Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi-110003, Corporate Identification Number: U40108DL2002GOI117584, Website: www.nvvn.co.in

**BIDDING DOCUMENTS
FOR
DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT
ANGUL & DAMANJODI
BID DOCUMENT NO.: NVVN/C&M/ RE-431/2025-26**

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Section VI : Technical Specifications (TS)

Section VII : Forms and Procedures (FP)

Section-VII (Part 1 of 2)

**1a. Envelope-I (Techno-Commercial)
(Bid Form along with Attachments)**

**1b. Envelope-II (Price)
(Price attachments and Price Schedules)**

Section-VII (Part 2 of 2)

Other Standard Forms & Procedures

Acronyms

| | |
|-----------|--|
| BDS | Bid Data Sheet |
| CIF | Cost, Insurance and Freight |
| CIP | Carriage and Insurance paid to (place) |
| CPM | Critical Path Method |
| EDI | Electronic Data Interchange |
| EXW | Ex factory, ex works or ex warehouse |
| FCA | Free Carrier |
| FOB | Free on Board |
| FOR | Free on Rail / Road |
| FP | Bid Forms, Procedures & attachments |
| GCC | General Conditions of Contract |
| ICC | International Chamber of Commerce |
| IFB | Invitation for Bids |
| ITB | Instructions to Bidders |
| SCC | Special Conditions of Contract |
| TS | Technical Specifications and Drawings |
| UNCITRAL | United Nations Commission on International Trade Law |
| INCOTERMS | International Rules for interpreting Trade Terms. |

Note : The terms EXW, CIF, etc. shall be governed by the rules prescribed in the current edition of INCOTERMS, published by the international chambers of commerce, 38, Cours Atbert 1er. 75008, Paris, France.

SECTION - I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS

INVITATION FOR BIDS (IFB) FOR **DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI** (Domestic Competitive Bidding)

Bidding Document No.: NVVN/C&M/RE-431/2025-26

Date: As per NIT in GEPNIC portal

1.0 NTPC VIDYUT VYAPAR NIGAM LTD (NVVN) invites on-line bids at Government e-procurement portal of NIC (GePNIC) at website- <https://eprocurentpc.nic.in/> on Single Stage Two Envelope Basis (i.e. Envelope-I: Techno-Commercial Bid and Envelope-II: Price Bid) from eligible Bidders for aforesaid package on behalf of National Aluminum Company Limited (herein after called as Owner/ employer), as per the scope of work briefly mentioned hereinafter.

2.0 BRIEF SCOPE OF WORK

The work includes EPC works for development of 7 MW Rooftop solar PV project for NALCO Limited and 05 year of O&M subsequent to the date of Completion of Facilities. Detailed Scope of work shall be as per Section VI.

3.0 NALCO intends to finance subject Package through Own sources. NVVN shall act as a Project Management consultant for implementation of the project. NVVN shall publish, evaluate the bids and the work shall be awarded to the successful bidder by NALCO.

All payments shall be released to the successful bidder by NALCO Limited. NVVN shall certify all the works executed by the successful bidder for onward release of payment by NALCO Limited during project construction period and during the 5 years of O&M period. Bid security shall be in favour of 'NVVN Limited' whereas the Performance security and other Bank guarantees shall be in favour of 'NALCO Limited'.

4.0 Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available at the GePNIC (e-tender) portal at <https://eprocurentpc.nic.in/>. The Bidding Schedule* for the Tender is as under:

| | |
|---|--|
| Issuance of IFB | As per NIT in GEPNIC portal |
| Bidding Document Sale Date & Time | As per NIT in GEPNIC portal |
| Last Date for receipt of queries from bidders (if any) ** | As per NIT in GEPNIC portal |
| Pre-Bid Conference date & time | As per NIT in GEPNIC portal |
| Bid Submission Start | As per NIT in GEPNIC portal |
| Bid Submission End Date & Time* | As per NIT in GEPNIC portal |
| Bid Opening Date & Time for Techno-Commercial Bid* | As per NIT in GEPNIC portal |
| Price Bid Opening Date & Time | Shall be intimated by NVVN/System Generated Email. |
| Cost of Bidding Document | Not applicable |

***Bidders are advised to visit the GePNIC (e-tender) portal of NTPC for updated bidding schedule of the Tender.**

**It is to be noted that "No Queries from Bidders, whatsoever, shall be entertained by the Employer/PMC beyond the last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified at GePNIC portal of NTPC".

INVITATION FOR BIDS

Note:

Site survey is mandatory for all the bidders who are willing to participate in this tender. Submission of undertaking for site visit on bidder's letter head is mandatory. Without this undertaking, bids shall be outright rejected. Bidders shall visit the site as per the timelines given in NIT. Last minute request for site visit will not be entertained.

- 5.0 All bids must be accompanied by Bid Security for an amount of **INR 50,00,000.00** (Indian Rupees Fifty Lakhs only) in the form as stipulated in the Bidding Documents.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY SHALL BE REJECTED BY THE PMC AS BEING NON-RESPONSIVE AND SHALL NOT BE OPENED. BIDDER SHALL SUBMIT THE PROOF OF E-PAYMENT IN SEPARATE SEALED ENVELOPE OR IN THE E-TENDERING PORTAL, IF BID SECURITY IS SUBMITTED THROUGH ELECTRONIC FUND TRANSFER

BANK DETAILS FOR EFT PAYMENT

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001
- (iv) IFSC Code: ICIC0000007
- (iv) Account No.: 000705008910

Bid security in the form of Bank guarantee or insurance surety bond is to be submitted in the name of NTPC VIDYUT VYAPAR NIGAM LIMITED.

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS: AS ATTACHED AS ANNEXURE 01 TO IFB

- 7.0 A complete set of Bidding Documents may be downloaded by any interested Bidder from the e-Tender Portal as per specified schedule. The tender is invited under e-tendering process. The bidders can enroll themselves on the website <https://eprocurementpc.nic.in/>. The use of Digital Signature Certificate (DSC) Class-3 key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain DSC Class-3 key from agencies authorized by Govt. of India. The e-Tender Portal also has the user manuals with detailed guidelines on enrolment and participation in the bidding process.

No hard copy of Bidding Documents shall be issued. Bids shall be submitted ONLY at the e-Tender Portal i.e. <https://eprocurementpc.nic.in/>

- 8.0 'Class-I local suppliers' and 'Class-II local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."
- 9.0 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration 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.

INVITATION FOR BIDS

- 10.0 Transfer of Bidding Documents by one intending Bidder to another is not permissible.
- 11.0 Downloading/Issuance of Bidding Documents and /or submission of Bid shall not construe that bidder is considered qualified.
- 12.0 NVVN reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

13.0 **Address for communication:**

Sr. Manager (C&M)
NTPC VIDYUT VYAPAR NIGAM LIMITED
Engineering Office Complex, Plot No. A-8A Sector 24, Block A,
Noida, Uttar Pradesh 201301
Email: nvvncontracts@ntpc.co.in
Corporate Identification Number: U40108DL2002GOI117584,
website: www.eprocurementpc.nic.n
Phone No: 0120-4947239

14.0 **Registered Office**

NTPC VIDYUT VYAPAR NIGAM LIMITED,
NTPC Bhawan, Core-7, SCOPE Complex,
7, Institutional Area, Lodhi Road,
New Delhi – 110003
Corporate Identification Number: U40108DL2002GOI117584.
Website: www.nvvn.co.in

15.0 **Other Instructions**

- i. Please use 'Online Bidder Enrollment' link provided on portal <https://eprocurementpc.nic.in> (GePNIC) to register
- ii. Go through Help, FAQ etc. as provided on the above portal.
- iii. Class III digital signature (DSC) is required for submission of BID on above portal.
- iv. Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of GePNIC.

GePNIC Helpdesk Telephone: 24X7 Customer Support +91-120-4001 002/+91-120-4200 462/ +91-120-4001 005/+91-120-6277 787

QUALIFYING CRITERIA

| Eligibility criteria | Documentary proof. |
|---|--|
| A) TECHNICAL CRITERIA. | |
| <p>The bidder should have experience of one (01) similar work/ partially completed of at least ₹12.47 Cr (Rupees Twelve crore Forty-seven Lakh only) during last ten (10) years ending last day of the month previous to the one in which the NIT is invited.</p> <p>The work experience should be of "Working directly" and possess relevant experience as per the details given under experience criteria. "Working directly" implies, working as a Contractor or Sub Contractor under above authorities who is the Principal Owner of the work.</p> <p>"Similar Work" means "The Bidder should have designed/ engineered, supplied, erected/ supervised erection and commissioned/ supervised commissioning of Solar Photo Voltaic (SPV) based grid connected power plant(s)." Partially completed work in progress (not abandoned) shall be considered.</p> | <ol style="list-style-type: none"> 1. The bidder should submit copy of following documents. <ol style="list-style-type: none"> a) Work Order with value along with Amendment, if any. Scope of Work & Bill of quantity for assessment of Experience Criteria. b) Satisfactory Completion Certificate indicating the value of work executed & period of contract obtained from Principal Owner of the work for whom the work has been executed. 2. In case the bidder submits the credentials as a sub-contractor the following copies are to be submitted: <ol style="list-style-type: none"> a) Detailed work order/ PO/ Agreement from the main agency. b) Completion certificate issued by main agency indicating the value of work executed & period of contract. c) Completion certificate issued by the Principal / project authorities in favor of the main agency showing due completion of the package. 3. In case of partially completed works the party has to submit the part completion certificate indicating the value of work completed and the performance/ progress of the bidder should be satisfactory. 4. In-house work experience, Group company experience shall not be considered as valid experience for the purpose of pre-qualification. 5. In case the Bidder as a main or subcontractor has executed composite works which includes items of work over and above the Similar work(s) stated above as per subject tender, then value of only relevant works of the total value of composite works shall be considered for the evaluation purpose. 6. For composite works, in the event the value of the Similar work(s) cannot be ascertained from the work order/ completion certificate submitted by bidder, Copy of Schedule of Rates (SOR), relevant pages of Contracts, copy of relevant pages of RA Bills/ final bill certified by Owner/ Consultant for establishing requirement of PQC or written letter from their Owner/ Consultant specifying the nature of work with quantities and values shall be submitted by the bidder for evaluation. 7. All the documents to be duly certified by a practicing Chartered Engineer or practicing Cost Accountant/ Chartered Accountant. 8. Completion certificates submitted by the bidder shall be considered only when it bears the Name, Designation, Email id & Phone/ Mobile number of the issuing Authority. The same is enforced for the experience/ completion certificate issued after 30.06.2022. |

| Eligibility criteria | Documentary proof. |
|--|--|
| B) FINANCIAL CRITERIA | |
| <p>1) The average annual financial turnover of the bidder during the last three financial years should be minimum ₹12.47 Cr (Rupees Twelve crore Forty-seven Lakh only). (Turn over shall be escalated @10% per annum (simple rate) to bring them at the current price level. The turnover of the latest previous year shall not be considered for any weightage)</p> <p>2) The bidder should have minimum positive Working Capital during the last financial year shall not be lower than ₹10.39 Cr (Rupees Ten Crore Thirty-Nine Lakh only). Alternatively, the bidder should make exclusive credit limit available from one or more Scheduled Commercial Banks for the proposed work and submit a line of confirmation from the bank/ banks as documentary evidence. The documentary evidence in this regard (letter from the nationalized bank on their letter head duly stamped & signed by the bank official).</p> <p>3) The Net Worth of the bidder during the last Financial year shall be positive as per audited balance sheet.</p> | <p>(i) The bidders have to submit the copies of audited financial statements and profit & loss accounts of the relevant years along with the bid.</p> <p>(ii) If the end of the financial year of the bidder is beyond 3 months before the Bid Due Date, then it should be the latest financial year otherwise it will be the previous financial year (one year before the latest financial year). In case an audited balance sheet is not available for the latest financial year the bidder shall submit the financial statement for the same duly certified by a Chartered Accountant.</p> <p>(iii) In cases of Group of Companies, where the bidding company does not have their standalone financial, the bidder shall provide their standalone financial statement duly certified by independent practicing Chartered Accountant.</p> <p>(iv) In cases where the bidding company has consolidated financial accounts, then the standalone financial accounts appearing in the consolidated financial accounts shall be considered. If the consolidated financial accounts do not have standalone financial accounts in it, then the bidder shall provide their standalone financial statement duly certified by an independent practicing Chartered Accountant.</p> <p>(v) Turnover shall be taken as Revenue from operation (excluding GST) as stated in financial statement of the bidder, excluding other income.</p> <p>(vi) Working Capital calculation: Working Capital shall be Current Assets minus Current Liabilities.</p> <p>(vii) The net worth shall be based on the immediately preceding year's financial results. Net worth is defined as 'Equity Share Capital, reserves excluding revaluation reserves less miscellaneous expenditure, accumulated losses & deferred expenditure to the extent not written off and carried forward loss'.</p> <p>(viii) The UDIN of the CA should be mentioned in the certificate, failing which the certificate shall not be considered for evaluation.</p> |

NTPC VIDYUT VYAPAR NIGAM LIMITED
(A wholly owned Subsidiary of NTPC Limited)

***SECTION – II INSTRUCTIONS
TO BIDDERS***

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|---|--|
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| Clause No. | INSTRUCTIONS TO BIDDERS (ITB) |
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| | <p data-bbox="383 262 751 289">INSTRUCTIONS TO BIDDERS</p> <p data-bbox="711 354 906 382">A. Introduction</p> <p data-bbox="191 415 586 443">1.0 Source of Funds</p> <p data-bbox="191 476 1430 535">1.1 The Employer as defined in Bid Data Sheet (BDS) intends to finance the package named in the BDS, through domestic / own resources.</p> <p data-bbox="191 569 761 596">2.0 Plant, Equipment and Services</p> <p data-bbox="191 630 1430 779">2.1 For the purposes of these bidding documents, the word “facilities” means the plant and equipment to be supplied and installed, together with the services to be carried out by the contractor under the contract. The words “plant and equipment”, “installation services” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.</p> <p data-bbox="191 812 578 840">2.2 Eligible Bidders</p> <p data-bbox="383 873 1430 993">Bidding for the package named in the Bid Data Sheet (BDS) is open to bidders from within the Employer/NVVN's country only, subject to fulfillment of conditions specified in ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”.</p> <p data-bbox="191 1058 574 1085">3.0 Cost of Bidding</p> <p data-bbox="383 1102 1430 1192">The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer/PMC will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> <p data-bbox="638 1257 979 1285">B. The Bidding Documents</p> <p data-bbox="191 1325 764 1352">4.0 Content of Bidding Documents</p> <p data-bbox="191 1398 1430 1688">4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections: Section I – Invitation for Bids (IFB) Section II – Instructions to Bidders (ITB) Section III – Bid Data Sheet (BDS) Section IV – General Conditions of Contract (GCC) Section V – Special Conditions of Contract (SCC) Section VI – Technical Specifications (TS)</p> |
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| <p>4.2</p> <p>4.3</p> <p>5.0</p> <p>5.1</p> <p>5.2</p> <p>5.3</p> | <p>Section VII – Forms and Procedures (FP)</p> <p>Part 1 of 2- Bid Form along with Attachments and Price Schedules Part 2 of 2- Standard Forms & Procedures</p> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>Mode of Tendering</p> <p>The Bid is invited under e-tendering process. The bidding documents shall be published on the Government e-procurement portal of NIC (GePNIC) at address https://eprocurementpc.nic.in/ (e-Tender Portal). The bidders can enroll themselves on the portal using the "Online Bidder Enrollment" tab. The use of Digital Signature Certificate (DSC) key is mandatory for e-tendering activities. Accordingly, bidders should have Digital Signature Certificate (DSC) key of Class 3 to participate in e-tendering. Bidders, if required, can obtain digital signature certificate (DSC) Key of Class 3 from agencies authorized by Govt. of India. The said portal also has the user manuals with detailed guidelines on enrollment and participation in the bidding process.</p> <p>Clarification on Bidding Documents</p> <p>A prospective Bidder requiring any clarification to the bidding documents may notify the PMC through 'Seek Clarifications' tab under e-Tender portal_or through_e-mail at the address indicated in Bid Data Sheet (BDS). The PMC will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as specified in Invitation for Bids (IFB). The PMC will post the Clarifications at e-Tender Portal and Bidders can view these clarifications once they are posted at the portal. Bidders are also advised to regularly check at e-Tender Portal regarding posting of clarification, if any.</p> <p>Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query(ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments/ Errata/ Clarifications etc. thereof) issued.</p> <p>The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.</p> <p>The Bidder and any of its personnel or agents will be granted permission by the Employer/ PMC to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer/PMC and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.</p> |
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| <p>6.0</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>7.0</p> <p>8.0</p> | <p>Amendment to Bidding Documents</p> <p>At any time prior to the deadline for submission of bids, the PMC may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The amendments will be posted at e-Tender Portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-Tender Portal regarding posting of Amendment, if any.</p> <p>In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the PMC may, at its discretion, extend the deadline for the submission of bids.</p> <p style="text-align: center;">C. Preparation of Bids</p> <p>Language of Bid</p> <p>The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and the PMC shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>Documents Comprising the Bid</p> <p>Single Stage Two Envelope Bidding Procedure shall be followed for the subject package as under:</p> <p>Envelope-I : Techno-Commercial Bid Envelope-II : Price Bid</p> <p>The bidder has to submit Techno-Commercial Bid (Envelope-I) and Price Bid (Envelope-II) through e-Tender Portal only. In addition, the documents mentioned in clause no. 8.1.1 have also to be submitted in Original in physical mode before the last date & time of submission of bid. To submit their bid through electronic mode at the e-Tender Portal, bidder has to use their digital signature certificate keys. The bidders are requested to download the entire bidding documents from the e-Tender Portal.</p> |
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| 8.1 | <p>Techno-Commercial Bid (Envelope-I)</p> <p>The Techno-Commercial Bid shall comprise of the following:</p> <p>8.1.1 Documents to be submitted in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause 15.1 i.e. "Sealing and Marking of Physical Documents":</p> <p>(a) Attachment 1: Bid Security</p> <p>Bid security shall be furnished in accordance with ITB Clause 12.</p> <p>Bidder can also submit the Bid Security Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of NTPC Vidut Vyapar Nigam Limited as per details given below</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI- 110001 (iv) IFSC Code: ICIC0000007 (iv) Account No.: 000705008910</p> <p>In such case, upon successful e-payment of the Bid Security to NVVN's bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal and in a separate sealed envelope, as a proof of e- payment of Bid Security.</p> <p>(b) Attachment 2: Power of Attorney</p> <p>A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.</p> <p>Power of attorney(s), duly notarized by Notary Public, indicating that the person(s) signing the documents on behalf of Associate(s)/ collaborator(s)/ executants(s) of JV Agreement (if permissible in Section-III, Bid Data Sheet) have the authority to sign the same and the said documents are binding upon them during the full period of their validity.</p> <p>Further, in case of JV bid (if permissible in Section-III, Bid Data Sheet), a power of attorney in favour of the authorized signatory of the lead partner, signed by legally authorized signatory(ies) of other joint venture partner shall also be submitted.</p> <p>(The Authority of the person issuing the Power of Attorney shall also be submitted).</p> |
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| 8.1.2 | <p>Further, Bidder to note that bid can be submitted/digitally signed by only one person. The Power of Attorney must be in the name of person digitally signing the bids.</p> <p>In addition, the scanned copy of above-mentioned physical forms shall be uploaded by Bidder in "Fee Cover" or Techno-commercial Envelope on the e-tender portal.</p> <p>Documents to be submitted online through e-tender mode:</p> <p>The Bid Form as per Section-VII, Part 1 of 2, duly completed together with the following Attachments shall be uploaded at the e-Tender Portal in the Pre-Qual/Technical Cover/Envelope</p> <p>(a) Deleted.</p> <p>(b) Attachment 4: Conformity of the Facilities</p> <p>The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall include:</p> <ul style="list-style-type: none"> (i) a detailed description of the essential technical and performance characteristics of the facilities; (ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities following completion of facilities in accordance with provisions of contract; and (iii) a commentary on the PMC/Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidder shall note that standards for workmanship, materials and equipment designated by Employer/PMC in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to PMC's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications. |
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| 8.1.3 | <p>Attachment 4A: Special Tools and Tackles</p> <p>The bidder shall provide the details regarding Special Maintenance Tools and Tackles. The cost of these Tools and Tackles shall be included in the Bid Price.</p> <p>(c) Attachment 5: Erection Tools and Plant and Safety Equipments & Safety Personal Protective Equipments</p> <p>List of Erection Tools and Plant and Safety Equipments & Safety Personal Protective Equipments which the bidder proposes to bring to site in case the contract is awarded to him.</p> <p>Attachment 5A: Commissioning / Start-up spares</p> <p>List of Commissioning / Start-up spares which the bidder proposes to bring to site in case the contract is awarded to him.</p> <p>(d) Attachment 6: Quality Assurance Programme</p> <p>Details regarding the overall quality management & procedures which the bidder proposes to follow during various phases of execution of the contract.</p> <p>(e) Attachment 7: Additional Information</p> <p>Additional Information which the bidder wishes to provide in his bid.</p> <p>(f) Attachment 8: Demonstration Parameter / Guarantee Declaration</p> <p>The declaration on the demonstration parameters as per PMC's format.</p> <p>Attachment 8A: Functional Guarantees</p> <p>The declaration on the guaranteed values of parameters as per PMC's format.</p> <p>(g) Attachment-9 & 9A: Integrity Pact</p> <p>The "Integrity Pact" shall be furnished in accordance with the provision of Integrity Pact specified in Bidding documents.</p> <p>(h) Attachment 10: Details of Foreign Principals of Indian Bidders</p> <p>The Bidder shall furnish information with regards to disclosure of the details of its foreign principals or associates.</p> <p>(i) Check List</p> <p>Other Attachment (s), if any, shall be as specified in BDS.</p> <p>General Technical Evaluation (GTE) Conditions:</p> <p>Bidders shall be required to accept the following mandatory General Technical Evaluation (GTE) condition of the Tender at e-Tender Portal prior to the submission of Bid: "Do you certify full compliance to all provisions of Bidding Document?"</p> |
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| <p>8.2</p> <p>8.2.1</p> | <p>By accepting above GTE, Bidder shall certify their compliance to all provisions of Bidding Documents including but not limited to the following important provisions:</p> <ul style="list-style-type: none"> (a) Fraud Prevention Policy of NTPC/NVVN. (b) Policy for Debarment from Business Dealings of NTPC/NVVN. (c) ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" (d) All provisions of the Integrity Pact (e) Anti-Bribery and Anti-Corruption (ABAC) Policy of NTPC (f) Conflict of Interest Clause of ITB <p>Acceptance of above GTE shall be considered as Bidder's confirmation that any deviation to the any provision found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the PMC, failing which the bid shall be rejected and bid security shall be forfeited.</p> <p>Note: The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</p> <p>Price Envelope</p> <p>The Price envelope submitted by the Bidder shall comprise of the following:</p> <p>The following Attachments to Price Envelope as per Section-VII, part 1 of 2, duly completed together with Bill of Quantity (BOQ)/Price Schedules shall be uploaded at e- Tender Portal in 'Finance' cover/Envelope:</p> <p>(Bidders may note that Attachments to Price Envelope together with BOQ/Price Schedules <u>should NOT be</u> uploaded in Pre-Qual/Technical Cover/Envelope at the e-Tender Portal.)</p> <p>(i) Attachment 1P: Declaration regarding Import Content in Ex-works price</p> <p>Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-1 of the bid, if any, shall be necessarily declared by the bidders in Attachment-1P. Bidder may further note that the relevant certificate for claiming the concessional custom duty benefits, if any shall be issued on the aforesaid declaration basis only. In case no such import content is envisaged in the bid or the CIF value of import content to be declared is zero, the bidder shall indicate "NIL" against the CIF value of import content.</p> <p>In cases where no value is indicated by the bidder against the CIF value of import content in Attachment-1P or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the CIF value of import content in the bid shall be considered as "NIL" for the purpose of issuance of relevant certificate for claiming the concessional custom duty</p> |
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| | <p>benefits, if any. No further claim in this regard shall be entertained by the Employer/PMC.</p> <p>(ii) Attachment 2P: Not applicable</p> <p>(iii) Attachment 3P: Functional Guarantees The declaration on the guaranteed values of parameters as per Employer/PMC's format.</p> <p>(iv) Attachment 4P: Not applicable</p> <p>(v) Check List</p> <p>Other Attachment (s), if any, shall be as specified in BDS.</p> <p>8.3 Price envelope should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price envelope. If the Technical/ commercial matters indicated in Price envelope are found to be in contradiction with the details furnished in Techno-Commercial envelope, the details furnished in Techno-Commercial envelope shall prevail.</p> <p>8.4 The Envelope-I (Techno-Commercial Bid) & Envelope-II (Price) Bid submitted by the Bidder should be without any deviations and strictly in conformity with the provisions of all bidding documents and amendments/ addenda/ corrigenda/errata/clarifications to the Bidding Documents issued by PMC prior to deadline for submission of bids. A conditional Price Bid shall run the risk of rejection.</p> <p>9.0 Price Envelope including Price Schedules The Bidder shall complete the Attachments to Price envelope and the appropriate BOQ (excel sheet) along with Price Schedules (if provided) furnished in the bidding documents as indicated therein, following the requirements of ITB Clauses 10 and 11.</p> <p>10.0 Bid Prices</p> <p>10.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, commissioning, civil & steel structural works (as applicable), O&M for years as specified in Technical Specification/SCC, Completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares (if applicable). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.</p> |
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| 10.2 | Bidders are required to quote the price in the Price Schedule/ Price bid for the commercial, contractual and technical obligations outlined in the bidding documents. |
| 10.3 | <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ) (excel format)</p> <p>Further, Bidder are also required to furnish the detailed break-up of their BOQ price in the Price Schedules (if provided along with Bidding documents) in the following manner:</p> <p>Schedule No. 1 Plant and Equipment including Type Tests charges (if applicable) and Mandatory Spares to be supplied from within the Employer's Country</p> <p>Schedule No. 2 Local Transportation including Inland transit insurance and other local costs incidental to delivery of Plant & Equipment and Mandatory Spares.</p> <p>Schedule No. 3 Installation Services including Erection and Civil/Structural Works (as applicable) and O&M (Schedule 3C), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.</p> <p>Schedule No. 4 Goods and Services Tax (GST), applicable on Schedules – 1,2, & 3, not included in bid price.</p> <p>Bidders shall note that the plant and equipment included in Schedule no. 1 above shall exclude all materials used in civil, building and other construction works, if any. All such materials shall be included and priced under Schedule No.3 (Installation Services).</p> |
| 10.4 | <p>In the BOQ/Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows:</p> <p>(a) Schedule 1: Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.</p> <p>(b) Schedule 2: Local Transportation, Inland Transit Insurance and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares shall be quoted in Schedule-2.</p> <p>(i) Bidders are advised to price their bids in such a manner that Schedule 2 (Local Transportation and Inland Transit Insurance and Other Local Costs Incidental to Delivery of Plant & Equipment) Price Component of</p> |
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| | <p>the bid price should not be more than maximum percentage (as specified in BDS) of the cumulative total of Ex-works Price of Main Equipment indicated in Schedule No.1.</p> <p>In case the Transportation (including Inland Transit Insurance) is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on transportation, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on Commissioning of the Premise.</p> <p>(c) Schedule 3: Installation Services including Erection and Civil & Allied Works (as applicable) and Operation & Maintenance (O&M) (Schedule 3C) for number of years as specified in BDS/SCC/Technical Specification shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance, charges for Safety Aspects/Compliance to Safety Rules including operations and maintenance services (if applicable), the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services.</p> <p>(i) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price (if applicable)) should not be less than minimum percentage (as specified in BDS) and should not be more than the maximum percentage (if applicable and specified in BDS) of the cumulative total of Ex-works Price of Main Equipment indicated in Schedule No.1.</p> <p>In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.</p> <p>In case the Installation Price is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities of entire project.</p> <p>(ii) Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than minimum percentage (as specified in BDS) and should not be more than maximum percentage (if applicable and specified in BDS) of the cumulative total of Ex-works Price of Main Equipment indicated in Schedule No.1.</p> |
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| | <p>In case the Civil Works Price (including Site Fabricated Structural works price) is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager.</p> <p>In case the Civil Works Price (including Site Fabricated Structural Works Price) is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities of entire project.</p> <p>(iii) Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than minimum percentage (as specified in BDS) of the cumulative total of Civil + Installation/ Erection + Structural Works portion of the Contract.</p> <p>In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Civil + Installation/ Erection + Structural Works portion of the Contract, the amount by which it is lower shall be retained proportionately from the other components of Schedule-4 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects/ Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis.</p> <p>(iv) Bidders are advised to price their bids in such a manner that the O&M Component should not be less than minimum percentage (as specified in BDS) of the cumulative total of EPC Price (i.e Supply (Sch-1), Transportation (Sch-2) and Installation Services (Sch-3) (incl Civil & Safety))</p> <p>In case O&M Charges are below the minimum price as mentioned, the amount by which it is lower shall be retained from the Ex-Works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro- rata basis upon completion of O&M Period and its certification by the project manager</p> <p>(d) Recommended Spare parts shall be quoted separately in Schedule 5 on EXW basis in accordance with subparagraph (a) above. Local Transportation Charges including Inland Transit Insurance etc., for recommended spares shall also be quoted in Schedule 5 and shall not be included in Schedule No. 1 by the bidder.</p> |
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| | <p>(e) The prices quoted in Schedule Nos. 1,2 & 3 shall be inclusive of all Taxes, Duties, Levies & charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies & Charges on the Materials incorporated in Erection and Civil & Allied Works (as applicable) shall also be included in the prices quoted in Schedule No. 3 & no separate payment on this account, whatsoever, shall be made by Employer.</p> <p>Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 1, 2 & 3 shall not be included in respective schedules but shall be quoted separately in Schedule No. 4. The Goods & Services Tax (GST) quoted by the bidder in Schedule No. 4 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for submission of Price Bids.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p> <p>10.5 The terms EXW, FOB, CIF, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.</p> <p>10.6 Benefits / Concessional Custom Duty - Solar Photo Voltaic Power Generation Projects</p> <p>Bidder may ascertain the availability of Custom Duty benefits under the Customs Tariff Act, available on import of Raw Materials/ Sub-Assembly/ Items, which are required for the manufacture and supply of plant and equipment to be incorporated in the facilities under the Contract. The Employer shall issue the required Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefit under the Contract. For issuance of such Certificate by the Employer, the bidders shall be required to indicate the import content included in their bid price, in <u>Attachment-1P</u> of Price Bid. The relevant Certificate will be issued on this basis only.</p> <p>In addition, Bidder may also like to ascertain the availability of Custom Duty Benefits available for import of construction Equipment, if any, as per the extant Customs Acts & Notification of Govt. of India. Where the Bidder has quoted taking into account the Custom Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer in <u>Attachment-2P</u>. The relevant Certificate will be issued on this basis only and no subsequent change will be permitted.</p> <p>However, if the above certificates are required to be issued by any department/ministry of Government of India or State Government where the Project is located other than Employer, the bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue a letter of recommendation.</p> |
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| 10.7 | <p>Further, the bidders shall themselves be solely responsible for availing the above benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the Employer shall neither be liable nor responsible in any manner whatsoever.</p> <p>Price Basis</p> <p>Prices quoted by the Bidder shall remain firm and fixed for the entire period of execution of the Contract.</p> |
| 11.0 | <p>Bid Currencies</p> |
| 11.1 | <p>Bidders shall quote all prices in Indian Rupees only.</p> |
| 12.0 | <p>Bid Security</p> |
| 12.1 | <p>The Bidder shall furnish, as part of its Bid, a Bid Security in a separate sealed envelope in the amount and currency as stipulated in the Bid Data Sheet (BDS). In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal or in a separate sealed envelope.</p> |
| 12.2 | <p>The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT) or a bank guarantee from any of the banks specified in the Bid Data Sheet (BDS) or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).</p> <p>Bidder can Submit the Bid Security Online prior to the last date and time for submission of Bid through NEFT/RTGS transfer in the account of NTPC Vidyut Vyapar Nigam Limited as per details given below.</p> <p>(i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, CONNAUGHT PLACE, NEW DELHI-110001 (iv) IFSC Code: ICIC0000007 (v) Account No.: 000705008910</p> <p>Upon successful e-payment of the Bid Security to NVVNs bank account, payment details shall be submitted by the bidder as a part of its bid, in the e-tendering portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.</p> <p>The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of bank guarantee/ Insurance Surety Bond towards bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty-five (45) days beyond the original Bid validity period and beyond any extension of bid validity subsequently requested under relevant clause of ITB.</p> |
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| 12.3 | Whenever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Bid Security of the Joint Venture must be on behalf of all the partners of the Joint Venture. |
| 12.4 | Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the PMC as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the e-tendering portal. |
| 12.5 | Deleted. |
| 12.6 | Subject to clause 12.8 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid after due approval of Owner. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously. |
| 12.7 | The Bid Security of the successful Bidder to whom the contract is awarded will be returned by the PMC when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities to the Employer pursuant to relevant clauses of ITB. |
| 12.8 | <p>The Bid Security may be forfeited</p> <ul style="list-style-type: none"> a) If the Bidder withdraws or varies its Bid during the period of Bid validity; b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause for Arithmetical Correction. c) If the Bidder refuses to withdraw, without any cost to the PMC, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents; d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB. e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of PMC. f) In case the Bidder/Contractor is disqualified from bidding process in terms of Section 3 and 4 of Integrity Pact. |
| 12.9 | <p>CONFIRMATION OF BGs THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/ SWIFT</p> <p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to NVVN 's Beneficiary Bank whose details are provided herein below:</p> <ul style="list-style-type: none"> (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001 (iv) IFSC Code: ICIC0000007 |
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| 12.10.1 | <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NVVNBG8910 (unique identifier)</p> <p>Wherever the submission of Bid Security has been prescribed in the Bidding Documents, the Bid must be accompanied by the Bid Security in a separate envelope. The envelope must be clearly marked on top to evidence the presence of bid security and suitable marking instructions to this effect may be included in the bidding documents.</p> <p>In case the Bid Security is deposited by the Bidder/ vendor to NVVNs bank account, bidder to submit the proof of e- payment of bid security either in separate envelope or in the e-tendering portal.</p> |
| 12.10.2 | <p>In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall also be considered acceptable, subject to para 12.10.2.1 below:</p> <p>(i) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) along with following documents, before the deadline of submission of bids: -</p> <ul style="list-style-type: none"> a) The scanned copy of the BG. b) SFMS / SWIFT message acknowledgement copy sent to PMC's banker stating the date of sending. c) An undertaking from the issuing Bank strictly as per format enclosed at Annexure-III to BDS. <p>SFMS / SWIFT message must be sent to the PMC's bank, details of which are mentioned in Bidding documents.</p> <p>(ii) Bidders shall also be required to upload the scanned copy of the BG on e-Tender Portal in Fee Cover.</p> |
| 12.10.2.1 | <p>The bidder shall be required to submit all the documents in the manner as specified at para 12.10.2 above, to reach NVVN before the deadline for submission of bids, failing which its bid shall be rejected as being non- responsive and shall not be opened.</p> <p>In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NVVN at the address mentioned in Bidding Documents, not later than 10 days from</p> |
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| <p>13.0</p> <p>13.1</p> <p>13.1.1</p> <p>13.2</p> <p>14.0</p> <p>15.0</p> | <p>the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation.</p> <p>Period of Validity of Bids</p> <p>The Bid (comprising Techno-Commercial and Price envelope) shall remain valid for a period of one hundred twenty (120) days from the deadline set for submission of Bid. The bid valid for a shorter period shall be rejected by PMC as being non-responsive.</p> <p>The bidder is required to keep the prices of recommended spares covered under Price Schedule No. 5 valid for a period of six (6) months after Notification of Award for main equipment and mandatory spares.</p> <p>In exceptional circumstances, PMC may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post, or e-mail. If a Bidder accepts to extend the period of bid validity, the validity of bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.</p> <p>Format and Signing of Bid</p> <p>The Bids including all the documents uploaded at the e-Tender Portal shall be digitally signed (using the appropriate class of digital signature prescribed at e-Tender Portal) by a duly authorised representative of the Bidder to bind him to the contract. The authorization shall be indicated by written power of attorney as per ITB Clause 8.1.1 (b) and shall be submitted in physical form in a separate sealed envelope/online prior to the deadline for submission of bids.</p> <p>D. Submission of Bids</p> <p>The Bid [comprising the Bid Form as per Section-VII, Part 1 of 2, together with its Attachments (Techno-commercial and price) and BOQ/Price Schedules] shall be submitted simultaneously at the e-tender portal through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Physical Copy of the Bid shall be acceptable, except the documents specified to be submitted in physical form as per ITB Clause 8.1.1.</p> <p>Bidder shall upload the completed Bid Form, Attachments pertaining to Techno-commercial envelope along with all annexures under 'Technical Cover' at the e-Tender Portal.</p> <p>The Attachments to Price Envelope, duly completed together with Price Schedule (excel format) shall be uploaded in 'Finance cover' at the e-Tender Portal. Further, the detailed break-up of price in the Price Schedules (if provided along with Bidding documents) shall also be furnished in 'Finance cover'. Bidders may note that Attachments to Price Envelope together with BOQ (excel sheet)/Price Schedule <u>should not be</u> uploaded in the 'Technical cover' at the e-Tender Portal.</p> |
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| <p>15.1</p> <p>15.1.1</p> <p>15.1.2</p> <p>15.1.3</p> <p>15.1.4</p> <p>16.0</p> <p>16.1</p> <p>16.2</p> <p>16.3</p> | <p>Bidder to further ensure that documents uploaded online are being downloaded properly. PMC/Employer shall not be responsible for corrupt files, if any, uploaded online by bidder. Further file related to particular Attachment/Schedule including their annexures/ appendices, if any, shall be given name of that Attachment/Schedule only.</p> <p>Sealing and Marking of Physical Documents</p> <p>Documents to be submitted in physical form (as brought out at ITB clause 8.1.1) shall be sealed and marked in the following manner:</p> <ul style="list-style-type: none"> (i) The bid security furnished in accordance with ITB Clause 12 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1: BID SECURITY". (ii) Power of attorney as per ITB Clause 8.1.1 (b) (iii) All documents required to be submitted in physical form in line with ITB Clause 8.1.1 shall be sealed in a separate envelope duly marking the envelope as "Techno-Commercial Bid – Physical Documents" <p>The envelopes shall then be sealed in an outer envelope.</p> <p>The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) be addressed to the PMC at the address given in the Bid Data Sheet (BDS), and (b) bear the Package name indicated in the Bid Data Sheet (BDS), the Invitation for Bids number indicated in the Bid Data Sheet (BDS), and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet (BDS), pursuant to ITB clause 16 i.e. 'Deadline for Submission of Bids'. <p>The inner envelopes shall also indicate the name and address of the Bidder.</p> <p>If the outer envelope is not sealed and marked in the manner specified above, the PMC will assume no responsibility for its misplacement.</p> <p>Deadline for Submission of Bids</p> <p>Bids (both Techno-Commercial and Price) must be submitted online at e-tender portal not later than the time and date stated in the e-Tender Portal.</p> <p>The physical documents in line with ITB Clause 8.1.1 shall be submitted before stipulated bid submission time at the address specified in BDS and PMC shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>PMC may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Clause 6.0 i.e. 'Amendment to Bidding Documents', in which case all rights and obligations of PMC and Bidders will thereafter be subject to the deadline as extended.</p> |
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| 17.0 | Deleted |
| 18.0 | Modification and Withdrawal of Bids |
| 18.1 | The bidder may withdraw or modify its bid after the bid submission as per provision available in the e-tender portal. However, no bid can be withdrawn or modified subsequent to the deadline prescribed for submission of bids. Bidder may modify and re- submit its bid prior to the deadline prescribed for submission of bids. However, if the bidder once withdraws its bids, it cannot be submitted again. |
| 18.2 | No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 12.8(a). |
| E. Bid Opening and Evaluation | |
| 19.0 | Opening of Bids |
| 19.1 | <u>Techno-Commercial Bid Opening</u> |
| 19.1.1 | The PMC will first open Techno-Commercial Bid online in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet (BDS). In the event of the specified date for the opening of bids being declared a holiday for PMC, the bids will be opened at the appointed time on the next working day. All important information and other such details as PMC, at its discretion, may consider appropriate, will be announced at the opening. |
| 19.1.2 | In case requisite Bid Security, and Tender Fee (if applicable), as specified in BDS are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by the PMC as being non-responsive and shall not be opened. |
| 19.2 | <u>Price Bid Opening</u> |
| 19.2.1 | <p>After the evaluation process of Techno-Commercial bid is completed, PMC will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid.</p> <p>Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under PMC's Policy for Debarment from Business Dealings relating to some other tender/contract, shall be rejected in the portal and their bid security shall be returned, in accordance with ITB clause 12.6.</p> |
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| 19.2.2 | Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend. The PMC will open Price Bids at the time, on the date and at the place specified by the PMC. In the event of the specified date for the opening of bids being declared a holiday for the PMC, the bids will be opened at the appointed time on the next working day. All important information and other such details as the PMC, at its discretion, may consider appropriate, will be announced at the opening. |
| 19.2.3 | The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by PMC. |
| 19.2.4 | Reverse Auction – Not applicable |
| 20.0 | <p>Clarification on Bids</p> <p>During bid evaluation, PMC may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the reference plants declared in the bid for the purpose of meeting Qualifying Requirement specified in Bid Data Sheet (BDS). The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of reference plants in the bid by new/additional plant for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> |
| 21.0 | PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS |
| 21.1 | PMC will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order. |
| 21.2 | Prior to the detailed evaluation, PMC will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the PMC's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids. |
| 21.3 | <p>No deviation, whatsoever, is permitted by PMC to any provision of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that</p> |
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| | <p>any deviation to the any provision found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the PMC, failing which the bid shall be rejected and bid security shall be forfeited.</p> |
| 21.3.1 | <p>The PMC may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation.</p> |
| 21.4 | <p>PMC's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by PMC and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> |
| 22.0 | <p>QUALIFICATION</p> |
| 22.1 | <p>Deleted</p> |
| 22.2 | <p>PMC, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Invitation for Bid (IFB). The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder, pursuant to ITB Clause 8.1.2(a) as well as such other information as PMC deems necessary and appropriate.</p> <p>Notwithstanding anything stated anywhere else in the bidding documents, PMC reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to the PMC.</p> |
| 22.3 | <p>A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event PMC will not open the Price Bid of the concerned bidder and his bid security shall be returned in accordance with ITB clause 12.6.</p> |
| 22.4 | <p>The capabilities of the vendors and subcontractors, proposed in relevant attachment, will also be evaluated for acceptability. Should a vendor or sub-contractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or sub-contractor without any change in the bid price quoted in Price Proposal, prior to award.</p> |
| 23.0 | <p>EVALUATION OF TECHNO-COMMERCIAL BIDS</p> |
| 23.1 | <p>PMC will carry out a detailed evaluation of the Techno-Commercial bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, PMC will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:</p> <p>(a) overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and</p> |
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| | <p>climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</p> <p>(b) Any other relevant factors listed in the Bid Data Sheet (BDS), General Conditions of Contract, Special Conditions of Contract and Instruction to Bidders, or that PMC deems necessary or prudent to take into consideration.</p> <p>(c) Functional Guarantees</p> <p>Bidders shall state the functional guarantees (e.g. performance, efficiency, power consumption) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified may be rejected.</p> <p>Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the PMC, the bid shall be rejected and bid security shall be forfeited.</p> |
| 24.0 | PRELIMINARY EXAMINATION OF PRICE BID |
| 24.1 | After opening of Price bids, The PMC will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order. |
| 24.2 | <p>Arithmetical Correction</p> <p>Arithmetical errors will be rectified on the following basis.</p> <p>The Bidder shall complete the Attachments to Price envelope and the appropriate Price Schedules furnished in the bidding documents as indicated therein, following the requirements of ITB Clauses 10 and 11. The price schedule is obtained on a formula based excel file. If there is any discrepancy in the calculated total price due to multiplication or summation error, then quoted unit price shall be considered valid and total price (by summation/multiplication) shall be calculated.</p> <p>If the Bidder does not accept such correction of errors, its bid will be rejected, and the bid security will be forfeited in accordance with ITB Sub-Clause 12.8.</p> |
| 25.0 | EVALUATION OF PRICE BID |
| 25.1 | The comparison shall be of the EXW Price of Plant and Equipment including Type Test Charges (if applicable) and Mandatory Spares (if applicable) offered from within the NVVN/Employer's country, such price to include all costs as well as duties and taxes paid |
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| 25.2 | <p>or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment including mandatory spares, plus the cost of Local Transportation, Insurance Covers, all Installation Services and civil/ structural works required under the Contract, plus the Goods and Services Tax (GST) specified by the Bidder in its Bid (applicable on goods and services quoted in Schedules -1, 2 & 3).</p> <p>The PMC's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub Clauses 25.3.</p> <p>The PMC's evaluation of a bid will take into account the following:</p> <ul style="list-style-type: none"> (i) The bid prices indicated in Price Schedules Nos. 1, 2, 3. (ii) The corrections pursuant to ITB sub-clause 24.2; (iii) The costs and factors on account of offered functional guarantees of the facilities (if applicable), that will be added to each Bidder's bid price in the evaluation using pricing information available to the PMC, in the manner and to the extent indicated in ITB Sub Clause 25.3 and in the Technical Specifications. <p>Pursuant to ITB Sub Clause 25.2, for the purposes of evaluation, the adjustment (if any) specified in the Bid Data Sheets (BDS) will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Bid Data Sheets (BDS).</p> <p>The adjustment factors shall be converted to such currencies as specified in Bid Data Sheets (BDS).</p> <p>25.2.1 Specific Additional Criteria: The relevant evaluation method, if any, shall be detailed in the Bid Data Sheets (BDS).</p> <p>25.3 Any adjustments in price that result from the procedures indicated in ITB Sub Clause 25.3 shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.</p> <p>25.4 The method of evaluation is illustrated below:</p> <div style="text-align: center;"> <p>Illustrative Method of Evaluation</p> <p>Any Bidder ----- (Equivalent INR) -----</p> </div> <ol style="list-style-type: none"> 1. Quoted Bid Price (after considering arithmetical corrections) <ul style="list-style-type: none"> (i) Ex-works price including type test charges for equipment and mandatory spares N1 |
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| | <div data-bbox="475 262 1372 388">(ii) Price for inland transportation including inland transit insurance for equipment and mandatory spares N2</div> <div data-bbox="475 424 1372 514">(iii) Price for Installation Services, Civil and allied works, O&M and AMC (for no. of years as specified in Technical Specification) and safety aspects N3</div> <div data-bbox="475 550 1291 613">(v) Total Price N (N1+N2+N3)</div> <div data-bbox="381 619 1166 682">2. Taxes & Duties (not included in 1 above) (i) GST ₹</div> <div data-bbox="381 718 1193 781">3 Evaluated Bid Price FEP (N)</div> <div data-bbox="381 827 1286 856">Note: Aforesaid method of evaluation shall be equally applicable for all bidders.</div> <div data-bbox="188 919 1409 982">25.5 PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS</div> <div data-bbox="381 1014 1409 1077">Purchase preference shall be given to local suppliers as per methodology specified in Annexure-II to Section-III (Bid Data Sheet) of Bidding Documents.</div> <div data-bbox="188 1108 1432 1203">26.0 Contacting the Employer/PMC Subject to ITB Clause 20.0, no Bidder shall contact Employer/PMC on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.</div> <div data-bbox="381 1234 1432 1297">Any effort by a Bidder to influence Employer/PMC in bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.</div> <div data-bbox="673 1325 941 1354">F. Award of Contract</div> <div data-bbox="188 1388 560 1417">27.0 Award Criteria</div> <div data-bbox="188 1451 1432 1665">27.1 Subject to ITB Clause 28 (PMC's Right to Accept any Bid and to Reject any or all bids) and PMC's Policy for Debarment from Business Dealings, the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable)], as per methodology indicated in Annexure-II to BDS.</div> <div data-bbox="381 1696 1432 1759">No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer/PMC's Policy for Debarment from Business Dealings.</div> |
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| 27.2 | The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer/PMC, failing which his bid security will be forfeited. |
| 27.3 | The Employer/PMC reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract. |
| 27.4 | <p>The mode of contracting with the successful bidder will be as briefly indicated below: In the case of successful Bidder, the award shall be made as follows:</p> <p>(ii) First Contract: For Ex-works (India) supply of plant and equipment including Type Test charges (if applicable) and mandatory spares (if applicable).</p> <p>(ii) Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the plant and equipment supplied under the 'First Contract' and Civil & Steel structural works (as applicable) and all other services as specified in the Contract Documents.</p> <p>(iii) “Third Contract” for Operation & Maintenance of complete Solar PV plant for a period as specified in the BDS/SCC/Technical Specification from the date of successful completion of commissioning.</p> <p>Both the First & Second Contracts (except O&M Contract) will contain a crossfall breach clause specifying that breach of one will constitute breach of the other Contract which will confer a right on the Employer to terminate the other contracts also at the risk and the cost of Contractor.</p> |
| 28.0 | PMC's Right to Accept Any Bid and to Reject Any or All Bids |
| 28.1 | PMC reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for PMC's action. |
| 29.0 | Notification of Award |
| 29.1 | Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by e-mail that its bid has been accepted. The notification of award will constitute the formation of the contract. |
| 30.0 | <p>Signing the Contract Agreement</p> <p>On receipt of Employer's notification that its bid has been accepted, Bidder shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with the Employer, as per Proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within 28 days from the date of the Notification of Award.</p> |
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| 31.0 | Performance Security |
| 31.1 | Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities as specified in BDS for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents, to the Employer. |
| 31.2 | In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s)/ collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s)/ collaborator(s) towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) specified in the Bid Data Sheets (BDS) shall be furnished within twenty-eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking. |
| 31.3 | <p>The Bank Guarantees submitted towards Performance Security shall be essentially from any of the Banks listed in Annexure to SCC.</p> <p>The Bank guarantee submitted from within India towards Performance Security shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India for due verification of signatures of the executant and lodgement of claim.</p> <p>The BG issued by a Bank outside India also needs to bear Stamp Duty of appropriate value applicable to the place where BG is to be submitted, the BG will be adjudicated from Collector of Stamps, within 3 months of arrival of BG in India and the expenses incurred in this regard shall be recovered from the Contractor.</p> |
| 31.4 | While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank through secure SFMS (in case of BGs issued from within India) whose details are provided as Annexure to SCC. |
| 32.0 | Annulment of award |
| 32.1 | Failure of the successful Bidder to comply with the requirements of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security. |
| | G. Other Instructions |
| 33.0 | Ineligibility for participation in re-tender/ future tenders |
| i) | Notwithstanding the provisions specified in ITB Sub-Clause 12.8 and ITB Clause 32, if a |
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| | <p>bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause 30 or does not submit an acceptable Performance Security pursuant to ITB Clause 31.1 to 31.4, and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.</p> |
| 34.0 | <p>Time Schedule (programme of performance)</p> <p>The plant and equipment covered by this bidding document are required to be shipped and installed, and the facilities are to be completed within the period named in the Bid Data Sheet (BDS) after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in relevant appendix to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet (BDS). No credit will be given for earlier completion.</p> |
| 35.0 | <p>Corrupt or Fraudulent Practices</p> |
| 35.1 | <p>PMC requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, PMC:</p> <ul style="list-style-type: none"> (a) defines, for the purposes of this provision, the terms set forth below as follows: <ul style="list-style-type: none"> (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 PMC, 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 PMC of the benefits of free and open competition; (b) will reject a proposal for award 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 firm ineligible, for a period of time as specified in the policy for Debarment from Business Dealings, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the PMC. |
| 35.2 | <p>Furthermore, Bidders shall be aware of the provision stated in GCC Sub-Clause 42.2.</p> |
| 36.0 | <p>Fraud Prevention Policy</p> |
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| 36.1 | <p>The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of PMC displayed on its tender website https://ntpctender.ntpc.co.in/ and/or http://www.nvvn.co.in shall immediately apprise PMC about any fraud or suspected fraud as soon as it comes to their notice. If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security of the bidder shall be forfeited.</p> <p>Bidders shall certify their compliance on “Fraud Prevention Policy” of PMC by accepting the following GTE at the e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall be considered as bidder's confirmation that they have read the contents of the Fraud Prevention Policy as displayed on tender website at https://ntpctender.ntpc.co.in/ under section ‘policy docs’ and/or http://www.nvvn.co.in and undertake that they along with their associate/collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by the provisions of the Fraud Prevention Policy.</p> |
| 37.0 | <p>Policy for Debarment from Business Dealings</p> |
| 37.1 | <p>The PMC has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in/ ntpctender.ntpc.co.in/ http://www.nvvn.co.in. The version of Policy presently followed by NVVN is as mentioned in BDS. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.</p> <p>Bidders shall certify their compliance on "Policy for Debarment from Business Dealings" of PMC by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal.</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(1) Bidder have read the contents of Debarment Policy (version mentioned in BDS) displayed on the website www.ntpc.co.in / ntpctender.ntpc.co.in / http://www.nvvn.co.in and agreed to abide by this policy.</p> <p>a) Bidder have not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Deptt. of Expenditure, Ministry of Finance.</p> <p>b) Bidder have not employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences.</p> |
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| | <p>For pre award activities IEMs of NVVN shall be applicable. For post award activities, IEMS of NALCO shall be applicable.</p> <p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the bidding process and execution of Contract to oversee implementation and effectiveness of the Integrity Pact Program.</p> <p>This panel is authorized to examine / consider all references made to it under this tender. The bidder(s), in case of any dispute(s) / complaint(s) pertaining to this package may raise the issue either with the designated 'Nodal Officer' in NVVN or directly with the IEMs address</p> <p>The Independent External Monitors (IEMs) has the right to access without restriction to all Project documentations of the PMC including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Sub-Contractors/ JV partners/ Consortium member with confidentiality.</p> <p>The Nodal Officer for necessary coordination with Independent External Monitors shall be as under:</p> <table><tr><td>(i)</td><td>Concerned Group Head in C&M</td><td>:</td><td>if the issue pertains to awarding of Contract by C&M</td></tr><tr><td>(ii)</td><td>Concerned Head of Department</td><td>:</td><td>if the issue pertains to other departments</td></tr><tr><td>(iii)</td><td>Concerned Head of Department</td><td>:</td><td>if the issue pertains to post- award execution of Contract</td></tr></table> <p>IEM of NALCO is mentioned at NALCO Website.</p> | (i) | Concerned Group Head in C&M | : | if the issue pertains to awarding of Contract by C&M | (ii) | Concerned Head of Department | : | if the issue pertains to other departments | (iii) | Concerned Head of Department | : | if the issue pertains to post- award execution of Contract |
| (i) | Concerned Group Head in C&M | : | if the issue pertains to awarding of Contract by C&M | | | | | | | | | | |
| (ii) | Concerned Head of Department | : | if the issue pertains to other departments | | | | | | | | | | |
| (iii) | Concerned Head of Department | : | if the issue pertains to post- award execution of Contract | | | | | | | | | | |
| 41.0 | “Restrictions on procurement from a Bidder of a country which shares a land border with India” | | | | | | | | | | | | |
| 41.1 | <p>Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC).</p> <p>Further, any bidder having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Special Conditions of Contract (SCC).</p> | | | | | | | | | | | | |
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| | <p>(Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023, enclosed with SCC)</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract services/works to any "Sub-contractor" from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub- contractors 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. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>41.2 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical 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.</p> <p>41.3 "Sub-contractor" (including the term 'Sub-vendor'/Sub-supplier' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>41.4 "Bidders from a country which shares a land border with India" / "Subcontractor from a country which shares a land border with India" / "Entity from a country which shares a land border with India" mentioned in para 41.1 above means;</p> <p>a) An entity incorporated, established or registered in such a country; or</p> <p>b) A subsidiary of an entity incorporated, established or registered in such a country; or</p> <p>c) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>d) An entity whose beneficial owner is situated in such a country; or</p> <p>e) An Indian (or other) agent of such an entity; or</p> <p>f) A natural person who is a citizen of such a country; or</p> <p>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</p> <p>41.5 The beneficial owner for the purpose of clause "41.4" above will be as under;</p> <p>a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</p> |
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| 41.6 | <p>Explanation-</p> <ul style="list-style-type: none"> i. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company; ii. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements; <p>b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</p> <p>c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical 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;</p> <p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of 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.</p> <p>An Agent for the purpose of clause "41.4" is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p> <p>Bidders shall certify their compliance to ITB Clause "Restrictions on procurement from a Bidder of a country which shares a land border with India" by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal:</p> <p>"Do you certify full compliance to all provisions of Bidding Document?"</p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding "Restrictions on procurement from a Bidder of a country which shares a land border with India" and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected</p> |
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| 42.0 | <p>and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p> <p>Conflict of Interest</p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employee/PMC’s interests. A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <ul style="list-style-type: none"> a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process. <p>For the purposes of this clause the term ‘control’ shall have the following meaning:</p> <p>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders’ agreements or voting agreements or in any other manner.</p> <p>Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India / State Government.</p> |
| 42.1 | <p>Bidders shall certify their compliance to ITB Clause “Conflict of Interest” by accepting the following General Technical Evaluation (GTE) of the Tender at eTender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of above GTE shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Conflict of Interest and its bid is in compliance to this clause. In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> |
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| 43.0 | <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in para 5.1 (j) of “Policy for Debarment from Business Dealings” and shall be dealt accordingly.</p> <p>Benefits to MSEs (Micro and Small Enterprises) – NOT APPLICABLE (being works contract)</p> |
| 44.0 | <p>Royalty</p> <p>The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission.</p> |
| 45.0 | <p>Exemption of GST or any other taxes and duties (if applicable) on Items Manufactured for Grid Connected Solar Photo Voltaic Power Generation Projects</p> <p>As per extant guidelines of Govt. of India, the benefits of exemption of GST or any other taxes and duties (if applicable on items manufactured for grid connected Solar Photo Voltaic Power Generation Projects) may be available for the items to be supplied under the contract. Bidder may appraise itself of the relevant policies and quote accordingly. The Employer shall issue the requisite certificate (if required) as specified in the relevant policy of Govt. of India. However, if the certificate is required to be issued by any department/ ministry of Government of India or State Government where the Project is located other than Employer, the Bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue recommendatory letter to the bidder.</p> <p>The Bidder shall be solely responsible for obtaining the benefits of exemption on GST or any other taxes and duties (if applicable) on the items to be supplied under the contract from the Govt. of India. In case of failure of the bidder to receive the benefits partly or fully from Govt. of India or in case of delay in receipt of such benefits, the Employer/PMC shall neither be responsible nor liable in this regard in any manner whatsoever.</p> |
| 46.0 | <p>Anti-Bribery and Anti-Corruption (ABAC) Policy:</p> <p>The Bidder and its employees along with its Associate/ Collaborator/ Sub- Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of PMC shall strictly adhere to Anti- Bribery and Anti-Corruption (ABAC) Policy of PMC displayed on tender website https://ntpctender.ntpc.co.in/.</p> <p>Bidders shall certify their compliance on “Anti-Bribery and Anti-Corruption (ABAC) Policy” of PMC by accepting the following GTE at the e-Tender Portal:</p> <p>“Do you certify full compliance to all provisions of Bidding Document?”</p> <p>Acceptance of General Technical Evaluation (GTE) of the Tender at e-Tender Portal shall</p> |
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| | <p>be considered as bidder's confirmation that they and their employees along with their associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by "Anti-Bribery and Anti-Corruption (ABAC) Policy" of PMC as displayed on tender website at https://ntpc tender.ntpc.co.in/ under section 'policy docs' and undertake that they represent and confirm that they are aware of, understand, and will comply with all applicable laws and regulations relating to anticorruption and anti- bribery and the ABAC Policy of PMC.</p> | |
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SECTION – III
BID DATA SHEET (BDS)

| BDS Item No. | ITB Clause Ref., if any | DATA |
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| <p align="center">SECTION - III</p> <p align="center">BID DATA SHEET (BDS)</p> <p>NAME OF PACKAGE: DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI</p> <p>The following bid specific data for the Plant & Equipment to be procured, shall amend and/or supplement the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.</p> | | |
| 1.0 | ITB 1.1 | <p>A. INTRODUCTION</p> <p>Instructions Related to E-Tendering:</p> <p>Bidder are required to go through the Guidelines provided at following e-tendering site:</p> <p>https://eprocurementpc.nic.in</p> <p>Name of the Package: DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI</p> <p>Name of the Employer/Owner: NALCO Limited</p> <p>Name of the Project Management Consultant (PMC): NTPC VIDYUT VYAPAR NIGAM LIMITED</p> |
| 2.0 | ITB 5.1 | <p>B. THE BIDDING DOCUMENTS</p> <p>Name and address of PMC:</p> <p>GM (C&M) / Sr Manager (C&M), NTPC Vidyut Vyapar Nigam Limited, 5th floor, Engineering Office Complex, NTPC Limited, A-8A, Sector-24 Noida – 201301, India.</p> <p>Telephone No. (+91) - (120) - 4947239</p> |
| 3.0 | ITB 5.3 | <p>Permission shall be arranged by the Employer to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel</p> |

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| | | <p>and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.</p> <p>C. PREPARATION OF BIDS</p> <p>Qualification Requirements: As per Annexure I to IFB</p> <p>Domestic Competitive Bidding</p> <p>Whether JVs are permitted : No</p> <p>Whether Associate/Collaborator permitted : No</p> <p>Attachment-9 & Attachment-9A: INTEGRITY PACT: APPLICABLE (BOTH PMC & EMPLOYER)</p> <p>Attachment 11: Declaration regarding Local content in bid price</p> <p>Methodology regarding Purchase Preference is specified Annexure-II to BDS as per DPIIT circular dated 04.06.2020 & 16.09.2020 regarding "Make in India".</p> <p>The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.</p> <p>Solar PV modules including solar PV cells and Inverter shall be necessarily procured from Class-I supplier only.</p> <p>Declaration regarding local content as per the Employer/PMC's format, for granting of purchase preference. In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is liable not to be considered as a local supplier and may not be eligible for any purchase preference"/ ***"its bid is liable to be considered non-responsive and may be rejected".</p> <p>The reference plants whose details have been declared as per the specified format in the relevant attachment [i.e. Attachment No.-3A] shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR).</p> |
| 4.0 | ITB 8.1.2 (a) | |
| 4.1 | | |
| 4.2 | | |
| 4.3 | ITB 8.1.2 (g) | |
| 4.4 | ITB 8.1.2 (j) | |
| 4.5 | | |

| BDS Item No. | ITB Clause Ref., if any | DATA |
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| 4.6 | | <p>Bidders wishing to provide additional reference plants are required to declare the same in similar format which shall be additionally attached. However, bidders are not permitted to quote more than three (03) times of the reference works/plants wherever specified in the Qualifying Requirements for this purpose.</p> <p>Bidders are required to furnish the details of past experience based on which selection is to be made as per format enclosed in the bidding documents and enclose relevant documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NVVN/NTPC in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.</p> <p>The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference plants as mentioned above. However, no change or substitution of the reference plants as new/additional plant for conforming to the specified Qualifying Requirement shall be sought, offered or permitted.</p> <p>All the bidders shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).</p> <p>Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.</p> <p>Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix-A to Attachment-3A (Undertaking from Statutory Auditor) and/ or Appendix-B to Attachment-3A (Undertaking from TPIA) of Book 1, Sec-VII. All</p> |

| BDS Item No. | ITB Clause Ref., if any | DATA |
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| 4.7 | | <p>the documents submitted by the bidder in support of the Technical QR meeting shall be digitally signed by the Statutory Auditor and/ or specified TPIA.</p> <p>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 at NTPC tender website (https://ntpctnder.ntpc.co.in) under “policy for document Authentication Process in Tenders of NTPC Ltd” tab. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.</p> <p>The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:</p> <p>http://nabcb.qci.org.in/inspection-body/</p> <p>Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p> |
| 4.8 | | <p>The Bidder shall be responsible for getting their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer 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 Statutory Auditor.</p> |
| 5.0 | ITB 8.2.1(iii) | Attachment 4P: Price Adjustment Data: Not Applicable |
| 6.0 | ITB 10.4(b) (i) | <p>For Transportation and Inland Transit Insurance</p> <p>Maximum Percentage: 4 %</p> <p>i.e Bidders are advised to price their bids in such a manner that Transportation including Transit Insurance Component (Schedule 2) of the bid price should not be more than 4 % of the Ex-works Price of Main Equipment and mandatory spares (Sch-1)).</p> |

| BDS Item No. | ITB Clause Ref., if any | DATA |
|--------------|-------------------------|---|
| 6.1 | ITB 10.4(c) (i) | <p>In case the Transportation including the Transit Insurance is above the maximum percentage specified above, the amount by which it is higher shall be retained proportionately from the Ex-Works component of Main Equipment (Sch-1) Contract price while releasing payments due on transportation, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon Commissioning of the Project.</p> <p>For Installation Price Component including Civil/Structural works price</p> <p>Minimum Percentage: 20 % Maximum Percentage: Not Applicable</p> <p>i.e Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price including Civil / Structural works price should not be less than % (above mentioned) of the Ex-works Price of Main Equipment.</p> <p>In case the Installation and Civil & Structural price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Main Equipment (Sch-1) Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.</p> |
| 6.2 | ITB 10.4(c) (iii) | <p>For Amount linked to Safety Aspects/ compliance to Safety Rules</p> <p>Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than 5% of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works.</p> <p>In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-3 of</p> |

| BDS Item No. | ITB Clause Ref., if any | DATA |
|--------------|-------------------------|---|
| 6.3 | ITB 10.4(c) (iv) | <p>the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by PMC/Project Manager on quarterly basis.</p> <p>For O&M Charges</p> <p>Bidders shall quote their O&M charges for first year and O&M charges from 2nd year till 5th year shall be auto calculated based on O&M charges for 1st year and annual escalation factor @ 5.25%.</p> <p>O&M Cost for first 05 years shall not be less than 6.5% of the EPC price</p> <p>In case total O&M Cost for 05 years is less than 6.5 % of EPC price [Supply of Main Equipment, Transportation, Installation services including Civil & Safety Main Equipment], the amount by which it is lower shall be retained from the Ex-Works component of Main Equipment Sch-1 Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro- rata basis every year upon completion of O&M Period and its certification by the project manager.</p> |
| 7.0 | ITB 13.1 | <p>Amount of Bid Security: INR 50,00,000/- (Indian Rupees Fifty Lakh only).</p> <p>All the bids must be accompanied by Bid Security for an amount equivalent to INR</p> |
| 8.0 | ITB 19.2.1 | Opening of Price bid shall be done expeditiously for all the responsive/accepted bids and shall be intimated by system generated intimation/email. |
| 9.0 | ITB 19.2.4 | Whether Reverse Auction applicable : NO. |
| 10.0 | ITB 6.0, 19.0 | <p>D. SUBMISSION OF BIDS</p> <p>Any clarification sought on the bidding documents, the bidder's bid, any modification or withdrawal of bids shall be addressed</p> |

| BDS Item No. | ITB Clause Ref., if any | DATA |
|--------------|-----------------------------|---|
| 11.0 | ITB 25.2 (iv) & 25.3 & 25.5 | <p>to the Employer. However, they are required to be submitted as per address given below:</p> <p>GM (C&M) / Sr Manager (C&M), NTPC Vidyut Vyapar Nigam Limited, 5th floor, Engineering Office Complex, NTPC Limited, A-8A, Sector-24 Noida – 201301, India.</p> <p>Telephone No. (+91) - (120) - 4947239</p> <p>Email: nvvncontracts@ntpc.co.in</p> <p>The bid evaluation factor shall be as indicated below:</p> <p>Bidder have to quote Price (INR) for 7 MW with 5 years of O&M (excluding Taxes & Duties) - L The ranking shall be carried and the bidder with lowest L' shall be declared successful bidder for the said Package. Award Criteria will be on the basis of Lowest Evaluated Bid Price (EP) discovered by e-tendering process</p> <p style="text-align: right;">Any Bidder --- (Equivalent INR) --</p> <p>1. Quoted Bid Price (after considering arithmetical corrections)</p> <p>(i) Schedule 1: Ex-works price for equipment and mandatory spares</p> <p style="text-align: right;">N1</p> <p>(ii) Schedule 2: Local Transportation and Inland transit Insurance and Other local costs incidental to Delivery of Plant and Equipment including mandatory spares</p> <p style="text-align: right;">N2</p> <p>(iii) Schedule 3: Price for Installation Services (Schedule-3), Civil works (Schedule-3), O&M (as specified in Technical specification) (Schedule-3) and safety aspects (Schedule-3),</p> <p style="text-align: right;">N3</p> <p>(iv) Total Price $N = (N1+N2+N3)$</p> <p>2. Taxes & Duties (not included in 1 above) – Shall not be considered for evaluation.</p> |

| BDS Item No. | ITB Clause Ref., if any | DATA |
|--------------|-------------------------|---|
| 12.0 | | <p>3. Evaluated Bid Price FEP (N)</p> <p>Note: 1 Aforesaid method of evaluation shall be equally applicable for all bidders.</p> <p>2. Successful Bidders to furnish detailed Break-up of schedules 1,2&3 before award of work.</p> <p>Deadline for Bid Submission- as stated in GepNIC Portal and subsequent amendment, if any.</p> |
| 13.0 | ITB 31.0 | <p>The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for Ten Percent (10%) of Contract Price of all the Contracts to the Employer, with an initial validity up to 15 months after the Completion of Facilities of the entire Project under the Contract.</p> <p>However, in case of delay in Completion of Facilities, the validity of all the contract performance securities shall be extended by the period of such delay.</p> <p>After the end of successful completion of period mentioned above, CPG shall be returned to agency provided agency has submitted CPG @10% of O&M and Security against Equipment Performance Guarantee during O&M Period.</p> <p>The BG towards O&M Performance shall be submitted prior to return of the Contract Performance Guarantee (CPG) under the subject package. The above O&M Security shall be initially valid upto 90 days after the end of Operation & Maintenance (O&M) period as specified in the Technical Specifications. The above security amount shall be payable to the Employer without any condition whatsoever.</p> <p>Security against Equipment Performance Guarantee during O&M Period: BG for O&M.</p> <p>The successful Bidder, to whom the work is awarded, shall provide security equal to $0.1 \times G \times R$ (Where G is Annual Generation corresponding to CUF applicable for that year and R = Rs. 5 per kWh) in million INR for 10 years.</p> |
| 14.0 | MSE Benefits | Not Applicable (Not applicable for Works Contract) |
| 15.0 | ITB 33.0 | Only Class I & Class II Bidders are eligible to bid. |

| BDS Item No. | ITB Clause Ref., if any | DATA |
|--------------|-------------------------|---|
| 16.0 | ITB 33.0 | Methodology regarding Purchase Preference is specified in Annexure-II to BDS as per DPIIT circular dated 04.06.2020 regarding "Make in India". |
| 17.0 | ITB 37.1 | The version of Policy for Debarment from Business dealings presently followed by NTPC is Rev.04 |

ANNEXURE – I

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

A. STATE BANK OF INDIA

B. NATIONALISED BANKS

- | | |
|----|-----------------------|
| 1 | Bank of Baroda |
| 2 | Bank of India |
| 3 | Bank of Maharashtra |
| 4 | Canara Bank |
| 5 | Central Bank of India |
| 6 | Indian Overseas Bank |
| 7 | Indian Bank |
| 8 | Punjab National Bank |
| 9 | Union Bank of India |
| 10 | Punjab & Sind Bank |
| 11 | UCO Bank |

C. SCHEDULED PRIVATE BANKS (INDIAN BANKS)

- | | |
|----|------------------------------|
| 1 | Axis Bank Ltd |
| 2 | Bandhan Bank Limited |
| 3 | CSB Bank |
| 4 | City Union Bank |
| 5 | DCB Bank Ltd |
| 6 | Dhanlaxmi Bank Ltd |
| 7 | Federal Bank Ltd |
| 8 | HDFC Bank Ltd |
| 9 | ICICI Bank Ltd |
| 10 | IndusInd Bank Ltd |
| 11 | IDFC FIRST Bank Limited |
| 12 | Jammu & Kashmir Bank Ltd |
| 13 | Karnataka Bank Ltd |
| 14 | Karur Vysya Bank Ltd |
| 15 | Kotak Mahindra Bank |
| 16 | Lakshmi Vilas Bank Ltd |
| 17 | Nainital Bank Ltd |
| 18 | RBL Bank Limited |
| 19 | South Indian Bank Ltd |
| 20 | Tamilnad Mercantile Bank Ltd |
| 21 | Yes Bank Ltd |
| 22 | IDBI Bank Ltd. |

D. SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

- 1 AB Bank Ltd
- 2 Abu Dhabi Commercial Bank PJSC
- 3 American Express Banking Corporation
- 4 Australia & Newzealand Banking Group Limited
- 5 Barclays Bank Plc
- 6 Bank of America
- 7 Bank of Bahrain & Kuwait B.S.C.
- 8 Bank of Ceylon
- 9 Bank of China Limited
- 10 Bank of Nova Scotia
- 11 BNP Paribas
- 12 Citi Bank NA
- 13 Cooperatieve Rabobank UA
- 14 Crédit Agricole Corporate and Investment Bank
- 15 Credit Suisse AG
- 16 CTBC Bank Co Ltd
- 17 DBS Bank India Ltd
- 18 Deutsche Bank A.G.
- 19 Doha Bank Q.P.S.C
- 20 Emirates NBD Bank (PJSC)
- 21 First Abu Dhabi Bank PJSC
- 22 FirstRand Bank Ltd
- 23 HSBC Ltd
- 24 Industrial & Commercial Bank of China Ltd
- 25 Industrial Bank of Korea
- 26 JP Morgan Chase Bank, National Association
- 27 JSC VTB Bank
- 28 KEB Hana Bank
- 29 Kookmin Bank
- 30 Krung Thai Bank Public Company Ltd
- 31 Mashreq Bank PSC
- 32 Mizuho Bank Ltd
- 33 MUFG Bank, Ltd
- 34 NatWest Markets Plc
- 35 PT Bank Maybank Indonesia TBK
- 36 Qatar National Bank (Q.P.S.C.)
- 37 Sberbank
- 38 SBM Bank (India) Ltd
- 39 Shinhan Bank
- 40 Societe Generale
- 41 Sonali Bank Ltd
- 42 Standard Chartered Bank
- 43 Sumitomo Mitsui Banking Corporation
- 44 United Overseas Bank Ltd
- 45 Westpac Banking Corporation
- 46 Woori Bank

Note - Any Addition/ Deletion/ Modification in Bank list shall be as per changes in Second Schedule List by RBI from time to time.

ANNEXURE - II

PREFERENCE TO MAKE IN INDIA AND GRANTING OF PURCHASE PREFERENCE TO LOCAL SUPPLIERS

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (**including all customs duties**) as a proportion of the total value, in percent

b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

c) **'L 1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

e) **Fraud Prevention Policy** - shall mean the policy related to prevention of fraud displayed on NTPC tender website <http://www.ntpctender.com>.

f) **Policy & Procedure for Debarment from Business Dealings** – shall mean the policy related to Debarment from Business Dealings forming part of Bidding Document.

1.1 Minimum local content

1.1.1 The minimum local content shall be 50%.

| | | |
|---|---|-------------|
| DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | BIDDING DOCUMENT NO. NVVN / C&M/ RE-431 /2025-26 SECTION - III (BDS) (ANNEXURE-II) | Page 1 of 4 |
|---|---|-------------|

2.0 Eligibility for Participation:

Only Class-I and Class-II Local Suppliers are eligible to Bid. Bids received (if any) from Non Local Supplier shall be out rightly rejected.

3.0 Margin of Purchase Preference

3.1 The margin of purchase preference shall be 20%.

4.0 Requirement of Purchase Preference:

- (i) The 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- Among all qualified bids and substantially responsive bids, the lowest evaluated bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - If L1 is not 'Class-I local supplier', the lowest evaluated bidder among the 'Class-I local supplier', will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the lowest evaluated bid (L1) price.
 - In case such lowest eligible 'Class-I local supplier' fails to match the lowest evaluated bid (L1) price, the 'Class-I local supplier' with the next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the lowest evaluated bid (L1) price, the contract may be awarded to the L1 bidder.
- (ii) "Class-II local supplier" will not get purchase preference in any procurement.
- (iii) For the purpose of matching of lowest evaluated bid (L1) price, the Class-I local supplier would have to necessarily reduce all components of the quoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised / reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price.

| | | |
|---|---|-------------|
| DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | BIDDING DOCUMENT NO. NVVN / C&M/ RE-431 /2025-26 SECTION - III (BDS) (ANNEXURE-II) | Page 2 of 4 |
|---|---|-------------|

The bidder has to submit Declaration of Local Content as per format attached, along with the techno commercial bid.

5.0 Verification of Local Content:

5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form/relevant Attachment of Techno- Commercial Bid, self-certification /declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, 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 during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

5.3 Deleted

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTPC.

5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.

5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for **evaluation/ preference, as applicable**, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

| | | |
|---|---|-------------|
| DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | BIDDING DOCUMENT NO. NVVN / C&M/ RE-431 /2025-26 SECTION - III (BDS) (ANNEXURE-II) | Page 3 of 4 |
|---|---|-------------|

6.0 Local Sourcing

6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.

6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

| | | |
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| DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | BIDDING DOCUMENT NO. NVVN / C&M/ RE-431 /2025-26 SECTION - III (BDS) (ANNEXURE-II) | Page 4 of 4 |
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ANNEXURE III

Format of Undertaking

(To be sent by Issuing Bank through official email-ID)

From: xxxbank@xx.in

To: nvvncontracts@ntpc.co.in

We have issued BG No. dated for an amount of Rs. on behalf of [Name of Bidder] towards Bid Security / EMD for Tender No. in favour of [Name of Employer].

Please find enclosed the soft copy of the Bank Guarantee and SFMS acknowledgement. This SFMS is sent on (date).

Any demand / claim made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder till the validity period mentioned in the Bank Guarantee.

However, in absence of the physical copy of aforementioned BG with the Employer, we undertake that Employer's demand / claim will be binding and conclusive on us without the physical copy of aforementioned BG till fourteen (14) days from the due date of submission of Techno-Commercial bids.

We undertake not to cancel the aforementioned BG No. without written consent / instruction from NTPC/NVVN.

(Name of Bank Official)

Authority No.

| | | |
|---|--|-------------|
| DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | BIDDING DOCUMENT NO. NVVN / C&M/ RE-431 /2025-26 SECTION - III (BDS) (ANNEXURE-III) | Page 1 of 1 |
|---|--|-------------|

OFFICE MEMORANDUM

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.

Reference is invited to MNRE's Order of even no. dated February 09, 2021, which superseded the earlier order of even no. dated September 23, 2020, on the above mentioned subject.

2. Para 7 of the aforesaid Order provides for a mechanism, in the form of a Committee, to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MNRE.

3. Further para 8 of the said Order mentions as follows:


"The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of IREDA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest."

4. It is hereby conveyed that the grievances/complaints under the subject Order dated February 09, 2021 may be addressed to the Secretary, Ministry of New & Renewable Energy (MNRE), Block-14, C.G.O. Complex, Lodhi Road, New Delhi-110003, along with payment of requisite complaint fee as prescribed in para 8 of the said Order.

5. The details of the bank account of Indian Renewable Energy Development Agency Limited (IREDA), wherein complaint fee can be paid, are as follows:

| | |
|---------------|--|
| Bank Name | IndusInd Bank |
| Account Title | IREDA - MNRE MAKE IN INDIA A/C |
| Account No. | 100136782501 |
| Branch Code | 0005 |
| IFSC Code | INDB0000005 |
| Bank Address | IndusInd Bank, GK-II, Dr Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 |

6. This issues with the approval of Secretary, MNRE.


(Mohd Azmal Mansoori)
Scientist-B
Email: azmal.mnre@gov.in

To:
All Concerned

Copy to: **NIC, MNRE**, for uploading on MNRE website for dissemination of information.

Copy for internal circulation to: Sr. PPS to Secretary/ Sr. PPS to JS (AKS) / Dir (RG)/ Sci-D (SK)

F. No. 283/22/2019-GRID SOLAR
भारत सरकार / Government of India
नवीन और नवीकरणीय ऊर्जा मंत्रालय/ Ministry of New & Renewable Energy

Block No. 14, C.G.O. Complex,
Lodhi Road, New Delhi – 110003
Dated: 09th February, 2021

ORDER

Sub: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Renewable Energy (RE) Sector.

Ref: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and dated 16th September, 2020.

The Government of India, Department for Promotion of Industry and Internal Trade (DPIIT) issued Public Procurement (Preference to Make in India), Order 2017 for encouraging 'Make in India' and promoting manufacturing and production of goods and services in India with a view to enhancing income and employment. Further, DPIIT vide order's No.P-45021/2/2017-PP (BE-II) dated 4th June, 2020 and 16th September, 2020, have issued the revised Public Procurement (Preference to Make in India) Order 2017.

2. In the light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had issued O.M. No. 146/57/2018-P&C dated 11th December, 2018 covering certain products related to renewable energy sector under the Public Procurement (Preference to Make in India) Order and specifying the Minimum Percentage of local content required for such renewable energy products. Further, in pursuance of revised Public Procurement (Preference to Make in India) Order 2017, dated 04.09.2020, this Ministry had issued an Order No. 283/22/2019-GRID SOLAR dated 23.09.2020 on the above mentioned subject.

3. In furtherance of Para 19 of the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 16.09.2020 and in supersession of all the aforementioned orders issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement, (ii) purchase preference, (iii) exemption to small purchases, and (iv) margin of purchase preference, shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in Annexure-I, only "Class-I local supplier", shall be eligible to bid irrespective of purchase value.
- iii. Only 'Class I local supplier' and 'Class-II local supplier', as defined under the DPIIT Notification No.P-45021/2/2017-PP(BE-II) dated 16.09.2020, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement



of all goods, services or works, not covered by sub- para 3 (ii) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list.

5. Purchase preference shall be given to local suppliers in accordance with **para 3A & 3B** of DPIIT Order dated 16.09.2020, and extracts of the same given at **Appendix**.

6. Further, it has been decided to constitute a committee for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is given below:

| | |
|-----------------|-----------------------|
| Chairperson | DG, NISE |
| Member | Dir(JKJ) |
| Member | Dir(Wind) |
| External Expert | Dir(Technical), IREDA |
| Convener | Dir(RG) |

7. Further, it has also been decided to constitute a committee to examine the grievances in consultation with stakeholders and recommend appropriate actions to the Competent Authority in MNRE. The composition of the Committee is given below:

| | |
|-------------|-----------|
| Chairperson | EA |
| Member | Dir(Wind) |
| Member | Dir(JKJ) |
| Convener | Dir(RG) |

8. The complaint fee of Rs.2 Lakh or 1% of the value of the local item being procured (subject to maximum of Rs.5 Lakh), whichever is higher, shall be paid in the form of online transaction or Demand Draft, drawn in favour of IREDA. In case the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

9. All other conditions, not stipulated in this order, shall be as laid down in the DPIIT's order No.P-45021/2/2017-PP (BE-II) dated 16.09.2020.

10. This order shall be applicable in respect of the procurements made by all attached or subordinate offices or autonomous body under the Ministry of New & Renewable Energy, Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by Government of India. The aforesaid order shall also be applicable in respect of funding of capital equipment by IREDA, PFC and REC, for all RE projects, for which the bids are issued on or after 1st April, 2021.



11. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents fully complying with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/this Ministry from time to time.

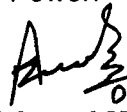
12. All tenders for procurement by Central Government Agencies have to be certified for compliance of the PPP-MII Order by the concerned procurement officer of the Government Organization before uploading in the portal.

13. In pursuance of the provision of para 13 of the DPIIT Order, 2020, equipment used in the renewable energy sector which are manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, if any, are listed as under Annexure-II. However, **Annexure-II** will undergo regular review to check for those items in the list for which sufficient local manufacturing capacity and competition have got developed and which meet minimum local content of 50% now, so that these items become eligible for inclusion in Annexure-I of this order and the provisions as contained in para 3 above of this order start becoming applicable in respect of these items too.

14. In terms of para 13A of DPIIT's Order dated 16.09.2020, the procuring entities, while procuring Solar PV Cells beyond 250 MW per annum, shall prescribe in their respective tenders that foreign companies shall enter into a joint venture with an Indian company to participate in the tender.

15. In order to further encourage Make in India initiative and promote manufacturing and production of goods and services in India, general guidelines as enclosed at **Annexure-III** may be adopted in an appropriate manner according to the circumstances by the procuring entities in their tendering process.

16. This issues in line with the approval from Hon'ble MoS (IC) for NRE and Power.


09/02/21
(Mohd Azmal Mansoori)
Scientist-B
Email: azmal.mnre@gov.in

To:

1. All Ministries/ Departments of Government of India (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. PS to PM, Prime Minister's Office
4. Vice Chairman, NITI Aayog
5. Chief Secretaries of all States/UTs
6. Director General, Comptroller and Auditor General of India
7. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs under MNRE & MoP
11. All Group Heads in MNRE

Extracts of important provisions contained in DPIIT Order No.P-45021/2/2017-PP (BE-II) dated 16th September, 2020

1. Definitions:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for Class-I local supplier' under this Order.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

b) Only 'Class I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub- para 2 (a) above, and with estimated value of purchases less than Rs.200

Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

b) In the procurements of goods or works, which are covered by para 2(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

c) In the procurements of goods or works, which are covered by para 2(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin



of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders-

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only Class I local suppliers'

b) In other cases, 'Class-II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I local suppliers' as per provisions of this Order.

c) If 'Class I local supplier' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% if the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d) First purchase preference has to be given to the lowest quoting 'Class I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class I local supplier', does not qualify for purchases preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class I local supplier' falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class I local supplier' within the broad policy guidelines stipulated in sub-para above.

4. Exemption of small purchases: Procurements where the estimated value to be procured is less than Rs.5 Lakh shall be exempt from this Order. However, it shall be ensured by procuring entities that **procurement is not split for the purpose of avoiding the provisions of this Order.**

5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20 % for 'Class-I local supplier' / 'Class-II local supplier' respectively.

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

7. Specifications in Tenders and other procurement solicitations.

a) Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.

b) Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / "Class-II local Supplier' who would other be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

c) Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d) Reciprocity Clause

i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Government and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

ii. Entities of countries which have been identifies by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.

iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.

iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.



v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

e) Specifying foreign certifications/ unreasonable technical specifications/ Brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f) "All administrative Ministries/Departments whose procurement exceeds Rs.1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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List of items of goods and services with sufficient local capacity and competition:

A. Small Hydro Power

1. Turbine
2. Generator
3. Penstock pipelines
4. Control panel
5. Governors
6. Cables
7. Valves
8. Transformers
9. Switchgears

B. Wind Power

1. Gear box,
2. Blades,
3. Rotor,
4. Generator,
5. Tower,
6. Hub,
7. Parts of controller,
8. Bearings,
9. Yaw mechanism components,
10. Nacelle

C. Off Grid/ Decentralised Solar Power

1. Solar street lights
2. Solar home lighting systems
3. Solar power packs
4. Micro grid
5. Solar water pumps
6. Inverters
7. Batteries



8. Other solar PV balance of system components for Off Grid/Decentralized solar power projects.

D. Grid connected Solar Power Projects

1. Solar modules
2. Solar inverters

E. Biomass Gasifier

1. Biomass gasifier reactor
2. Feed hopper
3. Ash removal system
4. Ash pump
5. Cyclone
6. Hot gas filter
7. Gas blower
8. Gas piping
9. Control panel
10. Platforms and ladders
11. Water seals
12. Gas burner for start up
13. Automatic gas burner

F. Biomass Cogeneration

1. Boiler and its auxiliaries including ESP
2. Turbines/ generator & its auxiliaries
3. Electrical evacuation and distribution system
4. Bagasse/biomass fuel storage and handling equipment
5. Ash handling systems
6. Cooling tower or air cooled condensers and its auxiliaries
7. Water treatment plant
8. Control system
9. Interface piping
10. EOT crane



11. ETP

G. Municipal Solid Waste (MSW) Projects

1. Boiler
2. Flue gas cleaning system
3. Grab crane system
4. Waste processing system
5. Leachate treatment plant
6. Chimney
7. Water/air condenser
8. Turbine-generator,
9. Water treatment plant
10. Ash treatment plant
11. Control and instrumentation system

H. Waste to Energy (biogas/ bio-CNG)

1. Feed mixer
2. Tank
3. Mixing agitator
4. Feeding pump
5. Digester tank
6. Stirring agitator
7. Double membrane balloon
8. Liquid & gas piping systems
9. Biogas purification system
10. B-CNG booster compressor
11. B-CNG filling header
12. Cylinder casket
13. CNG dispenser
14. Power generator



ANNEXURE-II

The items manufactured under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology.

- Presently there is no entry for this Annexure.

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General guidelines to be adopted selectively in an appropriate manner by the procuring entities in their tender documents.

1. The bidder shall have to be an entity registered in India in accordance with law.
2. The bids shall be in the language as prescribed by the tenderer/procurer.
3. The bids shall be in Indian National Rupees (INR) only in respect of local content only.
4. Indian subsidiaries of foreign bidders shall meet the qualifying criteria in terms of capability, competency, financial position, past performance etc.
5. The bidder shall follow Indian laws, regulations and standards.
6. To be eligible for participation in the bid, foreign bidders shall compulsorily set up their manufacturing units on a long term basis in India as may be specified by the tenderer/procurer.
7. Similar or better technology than the technology offered in respect of material, equipment and process involved shall be transferred to India. Along with the transfer of technology, adequate training in the respective field shall also be provided.
8. Country of origin of the equipment/material shall be provided in the bid.
9. For supply of equipment / material from the country of origin other than India, the bidder shall submit performance certificate in support of satisfactory operation in India or a country other than the country of origin having climatic and operational conditions including ambient temperature similar to that of India for more than --- years (to be specified by the procurer).
10. The technologies/ products offered shall be environmentally friendly, consuming less energy, and safe, energy efficient, durable and long lasting under the prescribed operational conditions.
11. The supplier shall ensure supply of spares, materials and technological support for the entire life of the project.
12. The manufacturers/ supplier shall list out the products and components producing Toxic E-waste and other waste as may be specified. It shall have an Extended Producers Responsibility (EPR) so that after the completion of the lifecycle, the materials are safely recycled / disposed of by the Manufacturer/ supplier and for this, the Manufacturer/supplier along with procurer has to establish recycling / disposal unit or as may be specified.
13. Domestic Content requirement (based on the cost of the product) shall be in accordance with the conditions laid down in respective Order(s) of the sectors on Public Procurement (Preference to Make in India) to provide for purchase preference (linked with local content).



14. The equipment/ material sourced from foreign companies may be tested in accredited labs in India before acceptance wherever such facilities are available.
15. The Tender fee and the Bank Guarantee (BG) shall be in Indian Rupees only.
16. The bidder shall have to furnish a certificate regarding cyber security/safety of the equipment/process to be supplied/services to be rendered as safe to connect.
17. Applicable safety requirements shall be met. Regular safety audit shall be carried out by the manufacturer/ supplier.
18. Statutory laws/regulations including the labour and environmental laws shall be strictly complied with during supply, storage, erection, commissioning and operation process. A regular compliance report shall be submitted to the procurer/appropriate Authorities.
19. Formation of new joint venture in India shall be permitted only with the Indian companies.
20. Tendering by the agent shall not be accepted.
21. The original test report in the language prescribed by the procurer shall generally be accepted. Preferably the translated test report shall not be accepted. However, the notarized translation of test reports shall be accepted.
22. Certification/compliance as per the Indian Standards/ International Standards/ Indian Regulations/ specified Standards shall be mandatory, where ever applicable.
23. Quality assurance of the product shall be carried out by the procurer or an independent third party agency appointed by the procurer. Manufacturing Quality Plan as approved by the procurer shall be followed by the manufacturer/supplier.
24. Wherever required, the foreign supplier shall establish fully functional service centers in India and shall keep spares/material locally for future needs of utilities.
25. Arbitration proceedings shall be instituted in India only and all disputes shall be settled as per applicable Indian Laws.





GENERAL CONDITIONS OF CONTRACT

**NATIONAL ALUMINIUM COMPANY LIMITED
NALCO BHAWAN, P-1 NAYAPALLI,
BHUBANESWAR – 751 013**

Web site: nalcoindia.com

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| III. | Details of Minimum manpower proposed to be deployed on this work. | |
| IV. | Organisation Chart showing no. of qualified engineers and supervision) | |
| V. | List of proposed sub-contractors. | |
| VI. | Progress Billings. | |
| VII. | Information about Tenderers (Form H) | |
| VIII | List of enclosures (Form-I) | |
| IX. | Exceptions and Deviations (Form –J) | |

SECTION – 1

DEFINITIONS AND INTERPRETATION

1. DEFINITION & INTERPRETATION:

1.1 Definition:

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1.1.1 The ‘Owner’ shall mean the National Aluminium Company Limited (NALCO), a Company incorporated under the Companies Act, 1956 having its registered office at IDCO Tower, 8th Floor, Janapath, Bhubaneswar –751007 or any other place as modified subsequently and shall include its Chairman-cum-Managing Director or other Administrative Officers authorised to deal with these presents are concerned on his behalf posted in the any of the Offices of NALCO and shall also include Owner’s successors and assignees.

The Chairman-cum-Managing Director has nominated the following persons as the representative of the ‘Owner’ for the purpose of all contractual matters.

| | | | |
|---------|---|---------------------------|------------|
| Smelter | - | General Manager (Smelter) | } Projects |
| CPP | - | General Manager (CPP) | |
| Mines | - | General Manager (Mines) | |
| Alumina | - | General Manager (Alumina) | |

- 1.1.2 The ‘Tender’ shall mean the tender submitted by the tenderer for acceptance by the Owner.
- 1.1.3 The ‘Chairman-cum-Managing Director’ shall mean the Chairman-cum-Managing Director of National Aluminium Co. Ltd., or his successors in office as designated by the Owner.
- 1.1.4 The ‘Project Head’ shall mean General Manager/ Deputy General Manager of the Project of National Aluminium Company Ltd., or his successor in office or his authorised representative.
- 1.1.5 The ‘Contractor’ shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor’s legal representatives, his successors and permitted assigns.
- 1.1.6 The ‘Sub-contractor’ shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

- 1.1.7. The ‘Engineer-in-Charge’ shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorised by the Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.
- 1.1.8. The ‘Works’ shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in-charge.
- 1.1.9. The ‘Contract’ shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Drawings, Letter of Intent awarding the work, Agreed variations, if any etc.
- 1.1.10. The ‘Contract Document’ shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.
- 1.1.11. ‘Constitutional Plant’ shall mean all appliances or things of whatsoever nature required in or about the execution, completion or maintenance of the works or temporary works (as hereinafter defined) but does not include materials or other things intended to form of forming part of the permanent work.
- 1.1.12. ‘Temporary Works’ shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.
- 1.1.13. ‘Specifications’ shall mean all directions, various technical specification, provisions, and requirements, attached to the contract, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.
- 1.1.14. ‘Plans’ shall mean all maps, sketches, and layouts as are incorporated in the contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

- 1.1.15. 'Drawings' shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-charge.
- 1.1.16. 'Foreign consultant' shall mean a person, agency or firm including their successors and assigns, who are nonresidents of India and are responsible for supply of process Technology for expansion plant based on review of existing plant including material flow, energy balance, additional facilities and improvement on the basis of the recent experience.
- 1.1.17. 'Indian Consultant' shall mean a person, agency or firm including their successors and assign who are responsible for detailed engineering and construction management of the project.
- 1.1.18. 'Project manager' shall mean the authorised representative of the consultant posted at site. He shall be responsible for supervision of the work by the contractors as well as coordinate with different agencies within the organisation or otherwise.
- 1.1.19. 'Site' shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.
- 1.1.20. 'Notice in writing or written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or other wise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.1.21. The 'Completion Certificate' shall mean the certificate to be issued by the owner or his representative when the works have been completed to his satisfaction.
- 1.1.22. The 'Final Certificate' in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.
- 1.1.23. 'Approved' shall mean approved in writing including subsequent written conformation of previous verbal approval and 'Approval' means approved in writing including as aforesaid.
- 1.1.24. The 'Period of Liability' in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.

- 1.1.25. The 'Appointing Authority' for the purpose of arbitration shall be the Chairman and managing Director or any other person so designated by him.
- 1.1.26. The 'Alteration Variation Order' means an order given in writing by the Engineer-in-Charge/ owner to effect additions to or deletions from or alteration in the works.
- 1.1.27. 'Letter of Intent' shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.
- 1.1.28. 'Days' means a day of 24 hours from mid night irrespective of the number of hours worked in that day.
- 1.1.29. 'Working Day' mean any day which is not declared to be holiday or rest day by the Owner.
- 1.1.30. 'Week' means a period of any consecutive seven days.
- 1.1.31. 'Metric System': All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.
- 1.1.32. 'Value of Contract' shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.
- 1.1.33. 'Headings and Marginal Notes' in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.
- 1.1.34. 'Language for Drawings & Instruction': All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.
- 1.1.35. 'Singular and Plural': The singular shall include the plural and vice versa wherever the context so requires.

SECTION - II

2. FACILITIES TO CONTRACTOR

2.1 Location of Sites and Access by Road:

2.1.1 Locations of Sites:

The general information about Mines Alumina, Aluminium Smelter and Captive power Plants furnished below is of indicative nature only and shall not be considered as binding in any way on the Owner and shall not govern either the scope of work or the nature of the respective rights and the obligations of the parties to such contract.

(a) Alumina Plant and Mines:

Alumina plant is on south-western side of the Panchpatmali hill near Damanjodi village in Koraput District, Orissa State. The site is situated at 12 Km from the national highway No. 43 off Semiliguda village. The Alumina Plant Site has the form of saddle between groups of low hills. The location of Red Mud Pond is in the natural basis of hills situated at a distance of 2 Km from the western side of the plant. The Bauxite mine is located at 14 Km away from the Alumina Plant Site.

(b) Smelter Plant:

Aluminium Smelter is on the Southern side of National Highway No. 42, with its approximate latitude and longitude as 20°51'N and 85°10'E respectively. The area, at a higher elevation in comparison with adjacent land, is not subjected to either normal or flash foods. The prevalent directions of wind are from North-West and West.

(c) Captive Power Plant:

Captive Power Plant is located at Angul, District Angul, Orissa on the south of Talcher Thermal Power Station of Orissa State Electricity Board the main plant site is about 3 Km on the north of the junction of the National Highway Nos. 42 and 23, between the villages Balaram Prasad Patna and Gotamara. The access roads to the main plant site may be taken from either of the highways.

2.1.2. Access by Road:

Contractor, if necessary, shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The Contractor shall also facilitate the construction of the permanent roads should the construction thereof start while he is engaged on this work. He shall make due allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads, railway siding and railway wagons for the use of contractor shall in no case condone any delay in the execution of works not be the cause for any claim for compensation against the Owner.

2.2 Water Supply:

2.2.1. Unless other wise provided in the Contract, the Contractor shall be responsible for the arrangements to obtain supply of water necessary for the works, his labour colony, his workshops, his offices etc. All pumping installations, pipe network and distribution system will have to be carried out by the Contractor at his own cost.

2.2.2. The Owner may agree to supply water to the Contractor for use in the Owner's works on specified terms and conditions as shall be determined by the Owner, which shall be binding on the Contractors. The tenderer is however required to exercise his option to receive such water supply from Owner's main at the time of submission of his tender.

2.2.3. When the water is supplied by the Owner, the Owner's main will be within 500 metres form the site of work. The Contractor shall provide at his own cost, all necessary ferrules, pipes, fitting, couplings and tanks and temporary works required and he shall maintain all such works in satisfactory condition. The Contractor shall remove all such works and shall re-instate and make good any work disturbed, to the satisfaction of the Engineer-in-Charge.

2.2.4. In the event of the Contractor's drawing water from the Owner's main/ source, he shall not claim any compensation for interruption or failure of Owner's water supply caused due to any reasons beyond the control of the owner.

2.2.5. The water so supplied by the Owner shall be free of cost for the Constructional work only.

2.3. Power Supply:

2.3.1 Subject to availability, Owner will supply power at 400/440 V at only one point at the nearest substation, from where the contractor will make his own arrangement for temporary distribution. The point of supply will not be more than 500 Metres away from the Contractor's premises. All the works will be done as per IEA regulations and passed by the Engineer-in-Charge. The temporary line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The Contractor at his cost will also provide suitable electric metres, fuses, switches, etc. for purposes of payment to the Owner which should be in the custody and control of the Owner. The cost of power supply shall be payable to the owner every month. Rs. 1/- per kWh for power, which will be deducted from the running bills. The owner shall not, however, guarantee the supply of electricity and no compensation for any failure or short supply of electricity will be entertained and this does not relieve the contractor of his

responsibility for timely completion of this works as stipulated in the contract.

- 2.3.2 It shall be the responsibility of the contractor to provide and maintain the complete installation of the load side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per and the Central/ State Electricity Acts and Rules etc. The Contractor will ensure that his equipment and Electrical wiring etc. are installed modified, maintained by a licensed Electrician/ Supervisor. A test certificate is to be produced to the Engineer-in-Charge for his approval, before power is made available.
- 2.3.3 At all times, IEA regulations shall be followed failing which the Owner has a right to disconnect the power supply without any reference to the contractor. No claim shall be entertained for such disconnection by the Engineer-in-Charge. Power supply will be reconnected only after production of fresh certificate from authorised electrical supervisors.
- 2.3.4 The Owner is not liable for any loss or damage to the Contractor's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the Contractor arising there from.
- 2.3.5 The Contractor shall ensure that the Electrical equipment installed by him are such that average power factor does not fall below 0.90 at his premises. In case power factor falls below 0.90 in any month, he will reimburse to the Owner at the penal rate determined by the Owner for all units consumed during the month.
- 2.3.6 The Power supply required for Contractor's colony near the plant site will be determined by the Owner and shall as per state Electricity Board's Rules and other Statutory provisions applicable for such installations from time to time. In case of power supply to Contractor's colony, the power will be made available at a single point and the Contractor shall make his own arrangement at his own cost for distribution to the occupants of the colony as per Electricity Rules & Acts. The site area and colony shall be sufficiently illuminated to avoid accidents.
- 2.3.7 The Contractor will have to provide and install his own light and power meters, which will be governed as per Central/ State Government Electricity Rules. The meters shall be sealed by the Owner.
- 2.3.8 In case of damage to any of the Owner's equipment on account of fault, intentional or unintentional on the part of the Contractor the Owner reserves the right to recover the cost of such damage from the contractor's bill. Cost of HRC Fuses replaced at the Owner's terminals due to any fault

in the Contractor's installation shall be to contractor's account at the rates decided by the Engineer-in-Charge.

- 2.3.9 Only motors upto 3 HP will be allowed to be started direct on line. For motors above 3 HP and up to 100 HP a suitable starting devices approved by the Engineer-in-Charge shall be provided by the Contractor For Motor s above 100 HP slipping induction motors will suitable starting devices as approved by the Engineer-in-Charge shall be provided by the Contractor.
- 2.3.10 The Contractor shall ensure at his cost that all electric lines and equipment and all installations are approved by the State Electricity Inspector before power can be supplied by the Owner.
- 2.3.11 The total requirement of power shall be indicated by the tenderer along with his tender.

2.4. Land for Contractor's Filed Office, Godown and Workshop :

- 2.4.1. The Owner will at his discretion and convenience and for the duration of the execution of the work may provide the land for construction of Contractor's field office, godown, workshops and assembly yard required for the execution of the contract nearer to the site.

The Contractor shall at his cost construct all these temporary buildings structures and provide suitable water supply and sanitary arrangement as approved by the Engineer-in-Charge and other inspectorates.

- 2.4.2. On completion of the works undertaken by the Contractor, he shall remove all temporary works erected by him and have the site cleared as directed by Engineer-in-Charge. If the Contractor fails to comply with these requirements, the Engineer-in-Charge has the right to remove any structure, such surplus, rubbish materials and depose off the same as he deems fit and get the site cleared and the contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus materials disposed as aforesaid. The Owner reserves the right to ask the Contractor at any time during the pendancy of the contract, to vacate the land by giving 7 (seven) days notice on security reasons or on national interest or otherwise. A token rent of Rs. 100/- (Rupees One hundred only) per hectare or part thereof per annum or part thereof shall be charged for the land so made available.

Land provided shall be solely on licence basis which is terminable by at any time without notice or without assigning any reasons. In the event of any such termination or the termination of the contract/completion thereof, the contractor shall forthwith vacate the premises.

2.5. Land for Residential Accommodation:

Land for residential accommodation for staff and labour may be made available at the discretion of the Engineer-in-Charge and rent for the same will be as decided by the Engineer-in-Charge according to location and the area occupied by the Contractor.

SECTION - III

GENERAL INSTRUCTIONS TO TENDERERS

3. SUBMISSION OF TENDER:

3.1. The documents issued to the tenderers shall be as follows:

- (i) One complete set of tender documents as per index sheet and drawings marked 'ORIGINAL' (To be submitted along-with the quotation).
- (ii) One complete set of tender documents as per index sheet marked 'TENDERER'S COPY' (To be retained by the tenderer for reference).

3.1.1. The tender documents shall be in 2 parts viz. Technical Bid and Price Bid. Technical and Price Bid should be put in separate sealed cover and marked with the tender reference and name of the work. In addition, a note on the Price Bid "Quotation do not open" is to be superscribed. Both the sealed covers are to be put in a single sealed cover. The name of the work the tender reference and date of opening are to be superscribed on this sealed envelope also.

The technical Bid shall be opened in the first instance. Clarifications, confirmations, if any, shall be obtained with regard to technical specifications. After technical specifications are firmed up, if a tenderer revises his price bid, he is required to submit justification in support of the revision made. The price bid shall be opened thereafter.

3.2. If Addenda/ Corrigenda are issued to this tender document, they must be signed, submitted along-with the tender documents. The tenderer should write clearly the revised quantities in schedule of Rates of Tender Document and should price the work based on revised quantities when amendments on quantities are issued in addenda.

3.3. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations. Should it however become unavoidable, deviations should be stipulated in the prescribed proforma only, contained in the proposal form. Owner reserves the right to evaluate the quotations containing deviations having financial implications, by adding the cost for such deviations are determined by Owner.

3.4. Tenders should be submitted in double sealed envelope with the name of work superscribed thereon and with the note "QUOTATION DO NOT OPEN" written prominently. The full name, postal address and telegraphic address of the tenderer shall be written on the bottom left hand corner of the sealed cover.

4.0. DOCUMENTS:

4.1.1 Bidders shall submit with his bids the particular/ documents as envisaged from Appendix (i) to (x) along with tentative construction net work/ Bar chart for completion of work taking into account various intermediate completion milestones/ component milestones and the overall completion of work under the contract.

4.1.2. Details to be submitted along with tender:

The tenders, as submitted will consist of the following:

The technical Bid and Price Bid shall be submitted as stated in para 3.1.1 Documents to be attached with price bid.

- (i) Complete set of the tender document (marked ORIGINAL) as issued duly filled in by the tenderer as prescribed in different clauses of the tender document, signed and date affixed.

Documents to be attached with Technical Bid.

- (ii) Earnest money in the manner specified in Clause 6 hereof.

- (iii) The following proposal forms in FIVE copies

- (a) Details of works of similar nature and magnitude carried out during last 5 years as per the Appendix – 1(A)
- (b) Concurrent commitments of the tenderer as per the Appendix – 1(B).
- (c) Details of equipments, tools and tackles proposed to be deployed for this work as per the Appendix – (II).
- (d) Details of manpower proposed to be deployed for this work as per the Appendix – (III), indicating the qualification.
- (e) Site organisation chart showing number of qualified engineers and supervisors etc. indicating their bio-data as per the Appendix – (IV), indicating the qualification.
- (f) List of proposed sub-contractors to be deployed as per the Appendix – (V).
- (g) Progress Billing as per the Appendix – (VI).
- (h) Information about tenderers as per the Appendix – (VII).
- (i) List of enclosures as per the Appendix – (VIII).
 - a) Power of attorney
 - b) Income tax & Sales tax clearance certificate.
 - c) Solvency certificate from nationalised Bank
 - d) Documents showing annual turnover.
- (j) Exception and deviation which tenderer may desire to stipulate as per Appendix – (IX).

4.2 All pages to be initialled:

All signatures in tender documents shall be dated, as well as the pages of all sections of tender documents shall be initialled at the lower right hand corner or signed wherever required in the tender papers by the tenderer or by a person holding power of attorney authorising him to sign on behalf of the tenderer before submission of tender.

4.3. Rates to be in Figures and Words:

The tenderer shall quote in English, in figures and in words for the rates and amount tendered by him in the Schedule of Rates forming part of the documents, in such a way that interpolation is not possible. The amount of each item shall be worked out and entered and requisite total given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

If some discrepancies are found between the rates given in words and figures or the amount shown in the tender, the following procedure shall be followed:-

- a) When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- b) When the rate quoted by the tenderer in figures and words tally but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate by either of above methods the rate quoted in words shall be taken as correct.

4.4. Corrections and Erasures:

All corrections and alterations in the entries of tender papers shall be signed in full by the tenderer with date. No erasures or over writings are permissible.

4.5. Signature of Tenderer:

4.5.1. The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of the partners in the tender. It should be signed in the partnership's name by all the partners or by duly authorised representative followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorised representative and a power of attorney on the behalf shall accompany the tender. A copy of constitution of the firm with names of all partners shall be furnished.

4.5.2. When the tenderer signs a tender in a language other than English, the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

4.6 Witness: Witness and sureties shall be persons of status and property. Their name occupation and address shall be stated below their signature.

5. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending tenderer to another is no permissible.

6. EARNEST MONEY:

6.1. The tenderer must pay earnest money as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid in cash or by crossed demand draft or fixed deposit or Bank Guarantee from any Nationalised/ Scheduled Bank or Insurance Guarantee in the prescribed proforma as indicated in the tender document in favour of National Aluminium Company Ltd.

6.2. The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by the Owner and valid for six months from the date of opening of the tender. No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer.

7. **VALIDITY:** Tender submitted by tenderers shall remain valid for acceptance for a period of four months from the date of opening of the tender. The tenderers shall not be entitled during the said period of four months, without the consent in writing of the Owner, to revoke or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or canceling his tender or varying any terms in regard thereof without the consent a Owner in writing, the earnest money paid by him along-with the tender shall be forfeited.

8. ADDENDA/ CORRIGENDA:

8.1. Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or contract terms.

8.2. The Addenda/ Corrigenda will be issued in duplicate to each person or organisation to whom a set of tender documents has been issued. Each recipient should acknowledge the receipt of the same and attach one copy of the addenda/ corrigenda along-with his offer. All addenda/ corrigenda issued shall become part of Tender Documents.

9. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

9.1. The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between two or more contractors or accepted in part (not entirely) if considered expedient. The quoted rates would hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or incomplete in any respect and / or the prescribed conditions are not

fulfilled are liable to be rejected. The decision for the owner in respect of the above shall be final and binding on the contractor.

9.2. Canvassing in connection with tenders is strictly prohibited. The submitted tenders of the tenderers who resort to canvassing are liable to rejection. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

10. THE SCHEDULE:

10.1. The work shall be executed strictly as per the Time Schedule given in Appendix –1. The period of construction given in time Schedule includes the time required for mobilisation as well as testing, rectification if any, re-testing and completion in all respects to entire satisfaction of the Engineer-in-Charge.

10.2. A joint programme of execution of the work will be prepared by the Engineer-in-Charge and contractor based on priority requirement of this project. This programme will take into account the time of completion mentioned in 19.1 above and the time allowed for the priority works by the Engineer-in-Charge.

10.3. Monthly/ weekly construction programme will be drawn up by the Engineer-in-Charge jointly with the Contractor, based on availability of work fronts and the joint construction programme as per 10.2 above. The contractor shall scrupulously adhere to these targets/ programs by deploying adequate personnel construction tools and tackles and he shall also supply himself materials of his scope of supply in good time to achieve the targets/ programmes. In all matters concerning the extents of targets set out in the weekly and monthly programmes and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the contractor.

10.4. CONSTRUCTION SCHEDULE AND PRESENTATION:

The construction schedule shall be in the form of network of PERT CHART/ CPM or other suitable presentation for the programme of the work indicating therein the different components item of works and time required for completion of each components item wise/ month wise season wise so as to complete the work in all respects within the stipulated period. Before award of the work the contractor is also required to make the presentation to satisfy owner of their proposal for construction schedule in the form of BAR CHART and organizational resources, equipments, machinaries, manpower to be deployed for timely completion of the project.

11. TENDERER'S RESPONSIBILITY:

The intending tenderers shall be deemed to have visited the site and familiarised themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the drawings and specifications.

12. RETIRED GOVERNMENT OR COMPANY OFFICERS:

No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering department of the State/ Central Government or of the owner is allowed to work as a contractor for a period of two years after his retirement from Government service or from the employment of the Owner without the previous permission of the Owner. The contract if awarded, is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person, who had not obtained permission of the owner as aforesaid before submission of tender or engagement in the contractor's service as the case may be.

13. SIGNING OF THE CONTRACT:

The successful tenderer shall be required to execute an agreement with the Owner in the proforma attached with tender document within 10 days of the receipt by him of the notification of acceptance of the tender. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

14. FIELD MANagements AND CONTROLLING AUTHORITY:

14.1 The field management will be responsibility of the Project Manager posted at site by the consultant and nominated by the owner. The Project manager shall work in accordance with the directions given to him from time to time by the project head.

14.2. The Engineer-in-Charge shall only co-ordinate with the other agencies engaged to work at site, to ensure minimum disruption of work carried out by different agencies. It shall be the responsibility of the contractor to plan and execute the works strictly in accordance with site instructions and avoid hindrance to the works being executed by other agencies. The instructions of the Engineer-in-Charge shall be binding on the contractor.

15. NOTE TO SCHEDULE OF RATES:

15.1. The schedule of rates should be read in conjunction with all the other sections of the tender.

15.2. The tenderer shall be deemed to have studied the drawings, specifications and details of work to be done within time schedule and to have acquainted himself of the conditions prevailing at site.

15.3. Rates must be filled in the original tender document. If quoted in separate typed sheets, no variation in time description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of rates shall be brought out in the terms and conditions of offer.

15.4. The quantities shown against the various items are only approximate. Any increase or decrease in the quantities shall not form the basis of alternation of the rates quoted and accepted.

15.5. The owner reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

SECTION - IV GENERAL OBLIGATIONS

16. INTERPRETATION OF CONTRACT DOCUMENTS:

- 16.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in-Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 16.2. Works shown in the drawing but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.
- 16.3. Unless otherwise stated specifically, the 'singular' shall also mean 'plural' and vice versa wherever the context so requires words implying 'persons' shall include relevant 'corporate companies or registered association' or 'body of individuals' or 'firm of partnership' as case may be.

17. SPECIAL CONDITIONS OF CONTRACT:

- 17.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.
- 17.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 17.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
 - (1) Schedule of quantities
 - (2) Technical specifications
 - (3) Special Conditions of Contract
 - (4) General Conditions of Contract
- 17.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 17.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied.

18. Tenderer to Obtain his Own Information:

- 18.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make-up the tender is not guaranteed.
- 18.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission therefrom shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to drawings and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to complete in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation like depots, buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds and climatic conditions and all other similar matters affecting the works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.
- 18.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated at 18.2 or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.
- 18.4. Any change in layout due to site conditions or technological requirement shall be binding on the contractor and no extra claim on this account shall be entertained.

18.5. No verbal agreement or inference from conversation with any officer or employee of the Owner either before, during or after the execution of the contract agreement shall in any way affect or modify and of the terms or obligations herein contained.

19. Security Deposit:

19.1. A sum of 10% of the accepted value of the tender or actual value of the work done whichever is higher for contracts not exceeding Rs. 1 Crore, 7 1/2 % for the value of contracts over Rs. 1 up to Rs. 5 crores and 5% for the value of contracts over Rs. 5 crores shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period.

19.2. This may be deposited initially at 2 1/2% of the value of the contract (referred as initial Security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through the deduction @ 10% of the gross value of the each running account bill for the contract upto Rs. 1 crore, 7 1/2 % for contract between Rs. 1 to Rs.5 crores and 5% for contract over Rs. 5 crores, till total security deposit is collected. No further deduction from the bills will be made on this account subject to clause 19.6 below.

19.3. Alternatively the contractor may at his option to deposit the full amount percentage as mentioned 19.1 above towards deposit within 10 days of issue of notification accepting his tender. This amount will have to be suitably enhanced to the tune of above percentage of the executed value.

19.4. The earnest money deposited with the tender shall be adjusted towards security deposit.

19.5. Contractor can furnish the initial or total security deposit amount (a) in Demand Draft or (b) through a Bank Guarantee from any Scheduled bank in the prescribed proforma.

19.6. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in-Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).

19.7. All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. In the event of his security being reduced by reasons of any such deduction or sale, the contractor shall within ten days

thereafter make good in cash, bank drafts, any sum or sums which may have fallen short or Security deposit amount or any part thereof. No interest shall be payable by the Owner for sum deposited as security deposit.

- 19.8. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

20. Forfeiture of Security Deposit:

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government securities, etc. forming whole or part of such security deposit. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the contractor. The contractor shall pay to the Owner on demand any balance remaining due.

In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arises, the decision where of shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

21. Time of performance:

The work covered by this contract shall be commenced within twenty one days after the issue of the letter of acceptance of tender and be completed in stages on or before the dates as mentioned in the time schedule of completion of works. The contractor should bear in mind that time is the essence of the contract, unless such time be extended pursuant to the provision of clause No.22 Request for Revision of Construction time after tenders are opened will not receive consideration. The above period of twenty one days is included within the overall completion schedule, not over and above the completion time.

22. Extension of Time.

- 22.0. The application for extension of time is to be given to project head through the engineer –in-charge and the project head may authorise extension of time after considering the due merits.

Whenever extension of time is granted by the project head, the same shall be on the existing terms and conditions of the contract and without any additional financial liability to the Owner. The contractor in any case shall have no claim whatsoever for any type of compensation on account of any delay attributable to any one.

23. Force Majeure:

23.1 Any delays in or failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts or war rebellion, sabotage, fire, floods, explosions riots or illegal strikes, provided always that such occurrences result in impossibility of performances of the contract.

23.2 Only events of Force Majeure which impedes the execution of the contract at the time of its occurrence shall be taken into cognizance.

24. Compensation For Delay:

24.1. Time is essence of the contract. In case the contractor fails to complete the work within the stipulated period, he shall be liable to pay to the Owner as compensation, an amount equal to 1% of the value of contract per week of the delay subject to a maximum of 10% of the value of the contract. This is a genuine pre-estimate of the loss/ damage which will be suffered on account of delay /breach on the part of the contractor and he agrees to pay the said amount on demand without going in for any proof of the actual loss or damages caused by such delay/ breach.

24.2. To ensure good progress during execution of work, the contractor shall be bound in all case in which the time allowed for any work exceeds by one month to complete one-fifth of the work before one-fourth of the time allowed under the contractor has elapsed, three-eighth of the work before the half of such time has elapsed and three-fourth of the work before three-fourth of such time has elapsed. In the event of the contractor failing to comply with this condition, he shall be liable to pay as compensation for delay an amount as stipulated above. The compensation for delay so paid shall not relieve the contractor from his obligations to complete the work or from any other obligations and liabilities under this contract.

25. Failure by the Contractor to Comply with the Provisions of the Contract:

25.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -

(a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor's work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or

installations from damage, and the owner, for its part, may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

- (b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.
- (c) In other cases, the decision of the Owner is binding on the contractor.

25.2. In such events of clause 25.1 (a) or (b) above

- (a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- (b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorised or required to be reserved or retained by the Owner.

25.3. Before determining the contract as per clause 25.1 (a) or (b) provided in the judgement of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contractor if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

25.4. The Owner shall also have the right to proceed or take action as per 25.1 (a) or Clause 25.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his

creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not be necessary for the Owner to give any prior notice to the contractor.

- 25.5. Termination of the Contract as provided for in sub-Clause 25.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued upto the date of such termination.

26. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 25.

In any case in which any of the powers conferred upon the owner by clause 25 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 25 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

27. No Compensation For Alteration in or Restriction of Work:

At any time from the commencement of the work if the Owner decides for whatsoever reason, not to carryout the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

28. Change in Constitution:

When the contractor is a partnership firm the prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

29. Termination of Contract For Death:

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the contractor is a partnership concern and one of the partners dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased contractor and/or to the surviving partners of the contractor's firm on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the deceased contractor and / or the surviving partners of the contractor's firm liable for any damages for non-completion of contract.

30. Members of the Owner Not individually Liable:

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

31. Owner Not Bound by Personal Representation:

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

32. Contractors Office at Site:

The Contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer –in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

33. Contractor's Sub-ordinate Staff and their conduct :

- 33.1. The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. At any time of in the opinion of the Engineer-in-Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub-contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.
- 33.2. If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in-Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer-in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in-Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
- 33.3. The contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.
- 33.4. If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.

33.5. It is made clear that no relationship of employer and employee is created between the owner and the contractor labourer and no claim for employment of any such labourer shall be tenable or entertained.

34. Sub-Letting Work:

34.1. No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

34.2. Sub – Contracting of Works:

The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, provided the contractor submits each individual sub-contract to the Engineer-in-Charge for approval of mode of operation and agency for the work. The contractor is advised not to enter into contract before the consent of Engineer-in-Charge.

34.3. List of sub-contracted works to be furnished:

At the commencement of each month, the contractor shall furnish to the Engineer-in-charge, a list of sub-contractors, persons or firms engaged by the contractor and worked at the site during the previous month with particulars like general nature of the sub-contract or works done by them.

34.4. Contractor's liability not Limited by Sub-Contractors:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractors shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub-contract or sub-letting had not taken place, and as if such work had been done directly by the contractor.

34.5. Owner may terminate sub-contracts:

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub-contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

34.6. No remedy for action taken under this clause:

For action taken by the owner under the clause shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

35. Power of Entry:

If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in-Charge.

- (i) fail to carry on the works in conformity with the contract documents or
- (ii) fail to carry on the works in accordance with the contract schedule or
- (iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
- (iv) fail to carry on and execute the works to the satisfaction of Engineer-in-Charge or
- (v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
- (vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer-in-Charge requiring such breach to be remedied or
- (vii) If the contractor abandons the works or
- (viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's licence to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed by or belonging to and

to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

36. Contractor's Responsibility with other Agencies:

36.1 Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close cooperation and to coordinate in the works with the mechanical, electrical, air-conditioning and intercommunication contractors and other agencies or their authorised representatives, in providing the necessary grooves, recesses, cuts and opening etc. in wall, slabs beams and column etc. and making good the same to the desired finish as per specification, for the placement of electrical and intercommunication cables, conduits, air-conditioning inlets and outlets, grills and other equipment in the false ceiling and other partitions, the contractor before starting up the work shall in consultation, with the electrical, mechanical, inter-communication, air-conditioning contractors and other agencies prepare and put up a joint scheme, showing the necessary opening, grooves, recesses, cuts, the methods of fixing required for the works of the aforesaid, and the finishes therein, to the Engineer-in-Charge and get the approval. The contractor before finally submitting the scheme to the Engineer-in-Charge, shall have the written agreement of the other agencies. The Engineer-in-Charge, before communicating his approval to the scheme, with any required modifications shall get the final agreements of all the agencies, which shall be binding. No claim shall be entertained on account of the above.

36.2 The contractor shall conform in all respect with the provisions any statutory regulation, ordinance or bye-laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations, etc.

37. Other Agencies at Site:

The contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works such as site grading, filling and leveling, electrical and mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

38. Serving of Notices:

38.1. To the Contractor:

Any notice may be served on the contractor or his duly authorised representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

38.2. To the Owner:

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. National Aluminium Co. Ltd. addressed to the head/ site in-charge.

38.3. Rights of various Interests:

- (i) The Owner reserves the right to distribute the work between more than one contractor. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.
- (ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

40. Patents, Royalties, Rent and Excavated Material:

- 40.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and licence fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.
- 40.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

- 40.3. The contractor shall not set or otherwise dispose of or remove except for the purpose of this contract, the sand stone, clay, ballast, earth, rock or other substances, or materials obtained from any excavation made for the purpose of the works or any building or produce upon the sited at the time of delivery of the possession thereof, but all such substances, materials buildings and produce shall be the property of the Owner provided that contractor may with the permission of the Engineer-in-Charge, use the same for the purpose of the works by payment of cost of the same at such a rate as may be determined by the Engineer-in-Charge.

The Owner shall indemnify and save harmless the contractor from any loss on account of claims against contractor for the contributory infringement of patent rights arising out and based upon the claim that the use by the Owner of the process included in the design prepared by the Owner and used in the operation of the plant infringes on patent right. With respect of any sub-contract entered into by the contractor pursuant to the provisions on the respect to any sub-contract entered into by the contractor pursuant to the provisions of the relevant clause thereof, the contractor shall obtain from the sub contractor an undertaking to provide the Owner with the same patent protection that contractor is required to provide under the provisions of this clause.

41. Liens:

- 41.1. If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

41.2. Nothing Extra for Adverse Sub-Soil Conditions:

The nature of sub-soil of the work site varies widely horizontally and vertically. The KI and KII values also vary widely from place to place. In addition the water bearing seems are also conspicuous with the water table at a depth of 0.75 to 3.0 metres from ground level. A number of cohesive and non-cohesive strata are available particularly everywhere. The contractor shall have to make cuts and resort to pumping with due care to avoid collapsing of sides and occurrence of 'Piping'. The Contractor shall also be careful to avoid occurrence of excessive 'heaving' by avoiding keeping the excavation proposed to atmosphere for a longer period.

- 41.3. Slips and falls in excavation shall be cleared by the contractor at his own cost.

Excessive heaving shall have to cut and refill with lean concrete by the contractor at his own cost. The contractor shall have to adopt under-water work in case of occurrence of piping/ quick condition without any additional cost to the Owner.

The contractor will be paid for the earthwork as per the drawing. The slopes etc. as required for the safety of the work has to be provided as per the decision of the Engineer-in-Charge at his own cost. All types of dewatering including seepage, rain water entering. The earthwork in excavation or from any other source is to be done by the contractor at his own cost till the completion of foundation upto ground level including back filling.

41.3. No Compensation in case of change of Location of site :

Change of location of site do not invalidate the contract and tenderer have no claim for any compensation for such changes.

SECTION – V

PERFORMANCE OF WORK

42. Execution of Works:

All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, through out the job Completion in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

43. Coordination and inspection of Works:

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorised representative. A work order book will be maintained by the contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the contractor or his authorised representative by way of acknowledgement within 12 hours.

44. Works in Monsoon and Dewatering:

44.1 The execution of work may entail working in the monsoon also. The contractor must maintain a minimum labour force as may be required for the job. And plan execute the construction and erection according to the prescribed schedule. No extra will be considered for such work in monsoon.

44.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the construction work site free from water at his own cost.

45. Work on Sundays and Holidays:

For carrying out works on Sundays and holidays, the contractor will to keep Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

46. General Conditions of Construction and Erection Work:

46.1 The working time at the time of work is 48 hours per week. Overtime work is permitted in case of need and the owner will not compensate the same. Shift-working at 2 or 3 shifts per day will become necessary and the contractor should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the Owner on this account.

- 46.2 The contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof or for any reason whatsoever will not affect their proper employment. The Owner will not entertain any claim for old time payment whatsoever.
- 46.3 The contractor shall submit to the Engineer-in-Charge reports at regular intervals regarding the state and progress of work. The contract shall provide display boards showing progress and labour strength at work site, as directed by the Engineer-in-Charge.
- 46.4 The site of work will be released progressively in stages and no claim for any compensation or damages will be tenable for non-release of the entire site at a time.
- 47. Drawings to be supplied by Owner:**
- 47.1 The drawings attached with tender are only for the general guidance to the contractor to enable him to visualise the type of work contemplated. The contractor will be deemed to have studied the drawings and formed an idea about the total work involved.
- 47.2 In the Course the progress of work detailed working drawings on the basis of which actual execution of the work has to proceed, shall be furnished in stages. The contractor shall be deemed to have gone through the drawings supplied to him thoroughly and carefully, in conjunction will all other connected drawings and discrepancies if any, shall be brought to the notice of the Engineer-in-Charge, before actually carrying out the works.
- 47.3 Copies of all detailed working drawings relating to the works shall be kept at the contractor's office on the site and shall be made available to the Engineer-in-Charge at any time during the contract period. The drawings and other documents issued shall be returned to the Owner on completion of the works.
- 48. Drawings to be supplied by the Contractor:**
- 48.1 The drawings/data which are to be furnished by the contractor are enumerated in the special conditions of contract and shall be furnished within the specified time.
- 48.2 Where approval of drawings for manufacture/construction/fabrication has been specified it shall be contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and get them approved before proceeding with manufacture/construction/fabrication works as the case may be. Any changes that may have become necessary in these drawings during the execution of the work shall have to be carried out by the contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final approved drawings shall bear the certification stamp duly signed by both the contractor and the Engineer-in-Charge as indicated below.

“Certified true for
(Name of work)

Agreement No

Signed
(Contractor) (Engineer-in-Charge)

48.3 A period of 3 weeks from the date of receipt shall be required for approval of drawings by the Engineer-in-Charge.

48.4 As built drawing showing all Corrections, adjustments etc. shall be furnished by the Contractor in five copies and one transparent to record purposes to the owner.

49 Setting Out Works:

49.1 The Engineer-in-Charge shall furnish to the contractor with only the four corners of the work site that is plant boundary limits, and a level bench mark only. The contractor shall set out the works, provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

49.2 The contractor shall provide, fix and be responsible for the maintenance of all stacks, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance. He shall be responsible for their consequences arising of such removals, disturbances corrections thereon and for their efficient and timely reinstatement. The contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge. The approval thereon or jointing with the contractor by the Engineer-in-Charge in setting out the work, shall not relieve the contractor of any of his responsibilities.

49.3 Before beginning the work the contractor shall at his own cost, provide all necessary reference and level posts-pegs, bamboos, flags, ranging rods, strings, and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The centre, longitudinal, face and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the centre to enable the theodolite to be set over it. No work shall be started until all these points are checked and approved by Engineer-in-Charge in writing, but such approval shall not relieve the contractor of any of his responsibilities. The contractor shall also provide all labour, materials and other facilities as necessary, for the proper checking or layout and inspection of the points during construction.

49.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and faced by the contractor.

49.5 On completion of work, the contractor must submit the geodetic documents according to which the work was carried out.

50. Responsibility for Level and Alignment:

50.1 The contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the level and correctness of every part of the work shall rectify effectually any errors or imperfections therein. Such rectification shall be carried out by the contractor at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

50.2 Lighting, Watch & Ward:

The contractor shall in connection with works provide and maintain at his own cost all lightings, guards, fencing and watch and ward and the security of the entire work in progress including all the machineries, materials shall be the responsibility of the contractor till taken over by the owner by way of the written taking over certificate.

51. Materials to be Supplied by Contractor :

51.1 The contractor shall procure and provide the whole of the materials required for the construction including M.S. Rods, Cement and other building materials, tools, tackles, construction plant and equipment for the completion and maintenance of the work except the materials which will be issued by the Owner and shall make his own arrangement for procuring such materials and for the transport thereof. The owner may give necessary recommendation to the respective authorities, if so desired by the contractor, but assumes no further responsibility of any nature. The owner will insist on the procurement of materials which has the approval of Indian Standards Institution having ISI stamp and/or which are supplied by reputed suppliers borne on DGS & D list.

51.2 The contractor shall properly store all materials either issued to him or brought by him to the worksite to prevent damages due to rain, wind, direct exposure to sun etc. as also from theft, pilferage, etc. for proper and speedy execution of his works. The contractor shall maintain sufficient stocks of all materials required by him.

51.3 No material shall be despatched from the contractor's stores before obtaining the approval in writing of the Engineer-in-Charge.

51.4 All plants, tools and other materials brought by the contractor to the site must be declared at the time of bringing the same to the site.

52. Stores Supplied by the Owner:

52.1 If the specification of the work provides for the use of any material other than Steel & Cement of special description to be supplied from the Owner's stores or it is required that the contractor shall use certain stores to be provided by

the Engineer-in-Charge, such materials and stores, and price to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor, but no so as in way to control the meaning or effect of the contract, the contract shall be bound to purchase and shall be supplied much materials and stores as are from time to time required to be used by him for the purpose of the contract only. The sums due from the contractor for the value of materials supplied by the Owner will be recovered from the Running Account Bill on the basis of actual consumption of materials (after taking into account any wastage allowance as may be provided for in the contract). The contractor should raise requisite copies of indents in a proforma as prescribed by the Engineer-in-Charge and no claim whatsoever will be entertained by the Engineer-in-Charge on this account. After completion of the works, the contractor is required to account as per relevant clauses in this document, for the full quantity of materials supplied to him.

52.2 The value of the stores/materials as may be supplied to the contractor by the Owner will be debited to the contractor's account at the rates shown in the schedule of materials and if they are not entered in the schedule, they will be debited at cost price, which for the purpose of the contract shall include the cost of carriage and all other expenses whatsoever such as normal storage supervision charges which shall have been incurred in obtaining the same at the Owner's stores. All materials so supplied to the contractor shall remain the absolute property of the Owner and shall not be removed on any account from the site of the work and shall be at all times open for inspection to the Engineer-in-Charge. Any such materials remaining unused at the time of the completion or termination of the contract shall be returned to the Owner's stores or at a place as directed by the Engineer-in-Charge in perfectly good condition at contractor's cost.

52.3 Steel & Cement:

52.3.1 If the specification of the work provides for the use of steel or cement such items of steel and cement to the extent required as per the specification of the works, shall be supplied at Owner's stores by the Owner for utilisation in the work on non-chargable basis from time to time depending upon the progress of the work. The tender rates shall be exclusive of the cost of steel and cement to be supplied as per the specification of the work, However, in case of flats and chequered plates the same have to be procured by the contractor at his own cost.

52.3.2 Such materials of steel and cement shall be issued only for permanent works and not for making other temporary works etc. Contractor shall bear all cost including lifting and loading carting from issue points to work site/contractor stores, custody and handling etc. and return of surplus serviceable/unserviceable materials to owner's store or other places to be designed by owner and no separate payment for such expenditure shall be made.

52.3.3 Items of steel as per specification of the work as mentioned above shall be supplied in the available length only. No claim on account of supply of non-standard length shall be entertained. Steel materials shall be issued on actual weight basis.

52.3.4 Cement as mentioned above will be supplied to the contractor a receive from the manufacturer/stockist. The theoretical weight of each bag of cement supplied will be considered as 50 Kg.

52.3.5 Scraps & Surplus Material:

The Contractor shall return all the surplus/unutilised as well as the scraps and wastages out of the materials supplied to him to the Owner's stores in a perfectly good condition at the contractor's cost. However, the following scraps allowances are permissible.

| | <u>Unaccountable</u> | <u>Accountable</u> |
|--|----------------------|--|
| (i) Cement | 3% | Nil |
| (ii) Reinforcement Steel | ½% | 2.5% |
| (iii) Steel structural (Plates & Sections) | ½% | 4.5% |
| (iv) M.S. Plates for fabrication of Pipes | ½% | As per cutting diagrams approved by Engineer-in-Charge before cutting and fabrication. |

52.3.6 Return of unutilised/surplus materials and scrap/wastage:

In respect of any utilised/surplus quantities of cement and steel supplied by not accounted for and or returned by the contractor shall pay to the Owner amounts at the penal rate of twice the SAIL, Bhubaneswar Stock-yard rate of that particular section of steel and cement as the case may be as on the date of accountability. If the Contractor fails to return the scraps/wastage generated as per the above percentage, recovery of such scrap/wastage shall be made at the rate of Rs. 7000/- per tonne.

The charging of penal rate shall be without the prejudice to the other remedies or action available to the owner against the contractor including any criminal action.

52.3.7. Accounting for Materials:

Every month the Contractor shall submit a statement for all the materials supplied to him by the owner in the proforma prescribed by the Engineer-in-Charge.

52.3.8 On completion of the work, the Contractor shall submit material appropriation statement for the materials supplied to him by the Owner.

52.3.9 All materials supplied to the contractor shall remain the absolute property of the all times and title therein shall not pass to the contractor at any time. The possession of the materials in the hands of the contractor is only for the

purpose of incorporating the same in the Owner's work. The material supplied shall not be removed by the contractor on any account from the site of work and shall be at all times open for inspection by the Engineer-in-Charge or owners representative. The contractor shall not use the materials supplied to him for any purpose or work other than the work, which the said materials are supplied.

53. Conditions for issue of Materials:

- (i) Materials specified as to be issued by the Owner will be supplied to the contractor by the Owner from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site work at his own cost. The material shall be issued during the working hours of his Stores and as per the rules of the Owner framed from time to time.
- (ii) The contractor shall bear all incidental charges for the storage and safe custody of materials at site after these have been issued to him.
- (iii) The contractor shall construct suitable godown at the site of work for storing the materials safe against damage by rain, dampness, fire, theft, etc. He shall also employ necessary watch and ward establishment for the purpose.
- (iv) Materials specified as to be issued by the Owner shall be issued in standard sizes as obtained from the manufacturers.
- (v) It shall be duty of the contractor to inspect the materials supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by the Owner, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost according to the directions of the Engineer-in-Charge.
- (vi) The Owner shall not be liable for delay in supply or non-supply of any materials, which the Owner has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstances beyond the control of the Owner. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on his account.
- (vii) It shall be the responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by the Owner. If however in the opinion of the Engineer-in-Charge the execution of the work. Is likely to be delayed due to the contractor's inability's to make arrangements for supply of materials which normally he has to arrange for, the Engineer-in-Charge shall have the right at his own discretion to issue such materials if available with the Owner or procure the materials from the market or elsewhere. The contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This however, does not in anyway absolve the contractor from responsibility of making arrangement for the supply of such materials in part or in full, should such a situation occur nor shall this constitute a reason for the delay in the execution of the work.

- (viii) Non of the materials supplied to the contractor will be utilised by the contractor for manufacturing item which can be obtained as supplied from standard manufacturer in finished form unless approved by Engineer-in-Charge in writing.
- (ix) The contractor shall, if desired by the Engineer-in-Charge, be required to execute an indemnity bond in the prescribed form for safe custody, usage and accounting of all materials issued by the Owner.
- (x) The contractor shall furnish to Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by the Owner and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of material.
- (xi) Account of the materials to be issued by the Owner shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand in a manner prescribed by the Engineer-in-Charge. All connected papers requisitions, issues returns etc. shall be always available for inspection in the contractor's office at site.
- (xii) The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores, place of issue or to the place as directed by the Engineer-in-Charge.
- (xiii) Materials/equipment supplied by Owner shall not be utilised for any other purpose (s) than issued for.
- (xiv) The owner may issue the material in phases at his discretion keeping in view the programmes of the work.
- (xv) In case of free issue of materials, the contractor shall submit an indemnity bond in the prescribed format for 80% (eighty) value of the materials and a bank guarantee for 20% (twenty) of the value of the materials. The indemnity bond and bank guarantee shall be valid till the material account is totally settled.

54. Return of Surplus:

Notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contract are procured with the assistance of the Owner either by issue from Owner's stock or purchases made under orders, or permits or licences issued by government the contractor shall hold the said materials as trustee for the owner and use such materials economically and solely for the purpose of the contract and not dispose them off without the permission of the Owner and return, if required by the project head all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as the Project head shall determine having due regard so the condition of the materials. The price allowed to the contractor however, shall not exceed the amount charged to him excluding the storage charges, if any. The decision of the project head shall be final and conclusive in such matter. In the event of breach of the aforesaid conditions, the contractor shall, in the terms of the licences, or permits and/ or

for criminal breach of trust, be liable to compensate the Owner at double rate or any higher, in the event of those materials at the time having higher rate or not being available in the market, then any other rate to be determined by the project head and his decision shall be final and conclusive.

55. Materials Obtained From Dismantling:

If the contractor in the course of execution of the work is called upon to dismantle any part for reasons other than those stipulated in clauses 57 and 65 hereunder, the materials obtained in the work of dismantling etc. will be considered as the Owner's property and will be disposed off to the best advantage of the Owner.

56. Articles of Value Found:

All gold silver and other materials of any descriptions, precious stones, coins, treasures, relics, antiques and other similar things which shall be found, in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time delivery the same to such person or persons indicated by the Owner.

57. Inspection of Works:

57.1 The Engineer-in-Charge will have full power and authority to inspect the works in progress at any time wherever the premises/ workshops situated, of the Contractor, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be supplied.. The contractor shall afford or procure every facility and assistance to Engineer-in-Charge carry out such inspection. The contractor shall, at all time during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge or his representative to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing be present for the purpose. Orders given to the contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

57.2 The contractor shall give not less than seven days notice in writing to the Engineer-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of failure of above the same shall be uncovered and all facilities made available again at contractor's expense for carrying out such measurement or inspection.

57.3 The contractor is to provide at all times during the progress of the work and maintenance period proper means at access with ladders gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer-in-Charge.

58. Assistance to the Engineer:

The Contractor shall make available to the Engineer-in-Charge free of cost all necessary instructions and assistance in checking of settling out of works and

in the checking of any works made by the contractor for the purpose of setting out and taking measurements of work.

59. Discrepancies between instructions:

Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

60. Alterations in Specifications and Designs and Extra Works:

(a) The Project Head shall have power to make any alterations, in omission from additions to or substitutions, for the schedule of rates, the original specifications, drawings and instructions that may appear to him to be necessary or advisable during the progress of the work, and the contractor shall be bound to carry out such altered/ extra/ new items of work in accordance with any instructions which may be given to him in writing signed by the Project Head and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the contractor may be directed to do in the manner above specified as part of the work shall be carried out by the contractor on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Project Head for any such alterations, additions, or substitutions of the work, as he may consider as just and reasonable. The rates for such additional, altered or substituted work under the clause shall be worked out in accordance with the following provisions:-

(b) If the rates for the additional, altered or substituted work are specified in the contract for the work, the contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the contract.

(c) If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from rates for similar class of work as are specified in the contract for the work. The opinion of the Project head as to whether or not the rates can be reasonably so derived from the items in this contract will be final and binding on the contractor.

(d) If the rates for the additional, altered or substituted work can not be determined in the manner specified in sub-clause (a) & (b) above, then the contractor shall within 7 days of the date of receipt of order to carry out

the work, inform the Project Head of the rate which it is his intention to charge for such class of work, supported by analysis of the rate or rates claimed, and the project Head shall determine the rate or rates on the basis of the prevailing market rates of materials plus labour cost including equipment hire charge at schedule of hourly/ daily rates plus 15% to cover contractor's supervisions overhead and profit and pay to the contractor accordingly. The opinion of the Project Head to current market rates of the materials and the quantum of labour and equipment involved per unit of measurement will be final and binding on the contractor. The schedule of hourly/ daily rates shall be as enclosed.

61. Action Where no Specification is issued:

In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

62. Abnormal Rates:

The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change in specification for any other item. In case the rate quoted by the tenderer for any item are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

63. Tests For Quality Works:

63.1 All materials and workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or at the site or at all or any such places. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

63.2 All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the field testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non-availability of testing facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

63.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be

carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

64. Samples:

The contractor shall furnish to the Engineer-in-Charge for approval when request or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

65. Liabilities for Defect, Imperfections etc. and Rectifications Thereof:

If it shall appear to the Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the contractor for the execution of work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

66. Suspension of Works:

- (i) Subject to the provision of sub para (ii) of this clause, the contractor shall if ordered in writing by the Engineer-in-Charge, or his representative, temporarily suspend the works or any part thereof such period and such time as so ordered and shall not, after receiving such written orders, proceed with the work therein, ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should be apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.
- (ii) In case of suspension of entire work, ordered in writing by the Engineer-in-Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

67. Possession Prior to Completion:

The Engineer-in-Charge shall have the right to take possession of or any completed or partially completed work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or use by the Engineer-in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

68 Twelve months Period of Liability from the Date of Issue of Completion Certificate:

68.1 The contractor shall guarantee the installation/work for a period of 12 months from the date of completion of work as certified by the Engineer-in-Charge which is indicated in the completion certificate. Any damage or defect that may arise though remained undiscovered at the time of issue of completion certificate, connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by the contractor at his own expenses as deemed necessary by the Engineer-in-Charge or in default the Engineer-in-Charge may cause the same to be made good by other agency and deduct expenses (of which the certificate or Engineer-in-Charge shall be final) from any sums that may be then or at any time thereafter become due to the contractor or from his security deposit, or the proceeds of sale thereof or of a sufficient portion thereof.

68.2 If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

68.3 Care of works:

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respects with the requirements of the contract and the Engineer-in-Charge's Instructions.

68.4 Defects Prior to Taking Over:

If at any time before the work is taken over, the Engineer-in-Charge shall:

- (a) Decide that any work done or materials used by the contractor or any sub-contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfil the requirements of contract (all such matter, being hereinafter, called 'Defects' in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner be recovered from the amount due to the contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 68.1 of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

68.5 Defect After Taking Over:

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been noticed or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor a completion certificate has not been issued in respect of every portion of the works within one month after date fixed by the contract for the completion of the works, the Owner shall be at liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

68.6 Guarantee/Transfer of Guarantee:

For works like water-proofing, acid & alkali resisting materials, pre-construction soil treatment against termite or any other specialized works etc. the contractor shall invariably engage sub-contractors who are specialists in the field and firms of repute and such a sub-contractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

SECTION – VI CERTIFICATE AND PAYMENT

69. SCHEDULE OF RATE AND PAYMENTS:

69.1 Contractor's Remuneration:

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document shall be ascertained by the application of the respective schedule of rates (the inclusive nature of which is more particularly defined by way of application but not of limitation, with clause No. 69.2) and payment to be made accordingly to the work actually executed and approved by the Engineer-in-Charge. The sum so ascertained shall (exception only as and to the extent expressly provided here in) constitute the sole and inclusive of remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

69.2 Schedule of Rates to the Inclusive:

The prices/rates quoted by the contractor shall remain firm till the issue of final certificate and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to complete the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for completion of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not expressly stated that the contractor shall do or perform a work or supply articles or perform with services at his own cost or without addition of payment or without extra charge or works to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

69.3 Schedule of rates to cover Constructional Plant, Materials. Labours etc.:

Without in any way limiting the provision of other subclauses the schedule of rates shall be deemed to include the cover the cost of all constructional plant, temporary works (except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the contractor and all other matters in connection with each items in the schedule of quantities and

the execution of the works or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

69.4 Schedule of Rates to cover Royalties, Rents and Claims:

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents, and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

69.5 Schedule of Rates to cover taxes and duties:

No exemption or reduction of custom duties, excise duties, sales tax, quay or any port duties, transport charges, stamp duties or Central or State Government or Local Body (or from any other body) or Municipal Taxes or duties, taxes or charges whatsoever will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The contractor shall obtain and pay for all permits or other privileges necessary to complete the work.

69.6 Schedule of Rates to cover Risk of Delay:

The schedule of rates shall be deemed to include and cover the risk of all responsibilities of delay and interference with the contractor's conduct of work which occur from any cause including orders of the owner in the exercise of his powers and on account of extension of time granted due to various and for all other possible or probable causes of delay.

69.7 Schedule of Rates cannot be altered:

For work under unit rate basis no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.

- 69.7.1 The schedule of rates to cover for working in operating plant. Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipments and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including overhead and underground cable/pipe lines. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the

third party shall be borne by the contractor. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem to include all interference/obstruction/interruption for which no compensation shall be paid to be contractor.

70. Procedure For Measurement/ Billing of Work in Progress:

- 70.1 All measurements shall be in metric system. All the works in progress will be jointly measured by the representative of the Engineer-in-Charge and the contractor's authorised agent progressively. Such measurements will be got recorded in the measurement book by the Engineer-in-Charge or his authorised representative and signed in token of acceptance by the contractor or his authorised representative.

For the purpose of taking joint measurement the contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If, however, he absents for any reason whatsoever the measurements will be taken by the Engineer-in-Charge or his representative and this will be deemed to be correct and binding on the contractor.

70.2 Billing:

The contractor will submit a bill in approved proforma in accordance with the contract terms and the agreed billing schedules in quintuplicate to the Engineer-in-Charge giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

- 70.2.1 The bill shall be submitted by the contractor in computerised formats approved by the owner. The bills along-with floppies containing measurement of work, particulars of materials, recoveries etc. have to be submitted to the owner.

- 70.2.2 For lump-sum contracts, the payment will be according to agreed billing schedule. No adjustment shall be allowed in lump-sum prices for any variations in the quantities, specifications etc. shall take or a cause to be taken the requisite measurement for the purposes of having the same verified and the claim as far as admissible, adjusted, if possible, before the expiry of 10 days from presentation of the bill.

70.3 Secured Advance on Materials:

In case of tenders for completed items of works, contractor may be allowed "Secured Advance" on the security of materials brought to site for execution of the contracted items of work to the extent of 75% of the value of materials which go into the completed works as assessed by the Engineer-in-Charge provided that the materials are of an imperishable nature and that formal

agreement is drawn up with the contractor under which the Owner secures a lien on the materials and is safe guarded against losses due to the contractor postponing the execution of the work or to the improper storage &/or misuse of the materials and against the expenses entitled for their proper watch and safe custody. Recoveries of advances so made would not be postponed until the whole of the work entrusted to the contractor is completed. They should be adjusted from his running account bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used and billed for.

70.4 Dispute in Mode of Measurement:

In case of any dispute as to the made of measurement not covered by the contract to be adopted for any item of work, mode of measurement as per latest Indian Standard Specifications shall be followed.

70.5 Rounding of Amounts:

In calculating the amount of each item due to the contractor in every certificate prepared for payment, sum of less than 50 paisa shall be omitted and the total amount on each certificates shall be rounded off to the nearest, i.e. sum of less than 0.50p shall be omitted and sums of 0.50p and more upto one rupee shall be reckoned as one rupee.

71. LUMPSUMS IN TENDER:

For the item in tender where it includes lumpsum in respect of parts of work, the contractor shall be entitled to payment in respect of the items at the same as are payable under this contract for such items, or if the part of the work in question is not, in the opinion of the Engineer-in-Charge capable of measurement, or determination, the Owner may at his discretion pay the lumpsum amount entered in the tender or a percentage thereof and the certificate in writing of the Engineer-in-Charge shall be final and conclusive against the contractor with regards to any sum payable to him, under the provisions of this clause.

72. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE:

All Running Account Payment shall be regarded as Payments by way of advance against the final payment only and not as payment for work actually done and completed, and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or re-erected or be considered as an admission of the due Performance of the contract, or any part thereof, in this respect, or of the accruing of any claim by the contractor, nor shall it, conclude, determine or affect in any way the powers of the Owner under these conditions or any of them as to the final settlement and adjustments of the accounts or otherwise, or in any other way vary or affect the contract. The final bill shall be submitted by the contractor within one month from the sate of physical completion of the work, otherwise,

the Engineer-in-Charge's certificate of the measurement and of total amount payable for the work accordingly shall be final and binding on all parties.

73. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENT:

Should the contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the works arising under the terms of this contract he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment within ten days from the ordering of any work or happening of any event upon which the contractor bases such claims and such notice shall contain full particulars of the nature of such claims with necessary particulars as above within the time above specified shall be an absolute waiver thereof. No omission by the Owner to reject any such claim and no delay in dealing therewith shall be waiver by the Owner of any right in respect thereof.

74. PAYMENT OF CONTRACTOR'S BILL:

No payment shall be made for works estimated to cost less than Rs. 10,000/- till the whole of the work shall have been completed and a certificate of completion given. But in case of works estimated to cost more than Rs. 10,000/- the contractor, on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose certificate of such approval and passing of the sum so payable be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc. or any statutory recoveries.

Payment due to the contractor shall be made by the Owner, by Crossed Account Payee Cheque forwarding the same to registered office or the notified office of the contractor. In no case will owner be responsible if the Cheque is mislaid or misappropriated by un-authorised person/ persons. In all cases, the contractor shall present his bill duly pre-receipted on proper revenue stamp.

All payment shall be made in Indian Currency.

75. Receipt For Payment:

Receipt for payment made on account of work when executed by a firm, must be signed by a person holding due power of attorney in this respect on behalf of the contractor, except when the contractors are described in their tender as limited company in which case the receipts must be signed in the name of the company by one of its principal officers or by some other persons having authority to give effectual receipt for the company.

76. Completion Certificate:

76.1. Application for completion certificate:

When the contractor fulfils his obligation under clause 69.4 he shall be eligible to apply for completion certificate in respect of the work by submitting the completion documents along with such application for completion certificate.

The Owner or his representative shall normally issue to the contractor the completion certificate within one month after receiving an application therefor from the contractors after verifying from the completion documents and satisfying himself that the work has been completed in accordance with and as set out in the construction and erection drawings, and the contract documents.

The contractor, after obtaining the completion certificate, is eligible to present the final bill for the work executed by him under the terms of contract.

76.2. Completion Certificate:

Within one month of the completion of work in all respects, the contractor, shall be furnished with a certificate by the owner or his representative of such completion but no completion certificate shall be given not shall the work be deemed to have executed until all, scaffolding, surplus materials and rubbish is cleared off the site completely not until the work shall have been measured by the Engineer-in-Charge, whole measurement shall be binding and conclusive. The work will not be considered as complete and taken over by the owner, until all the temporary work, labour and staff colonies etc. constructed are removed and work site cleared to the satisfaction of the Engineer-in-Charge.

If the contractor shall fail to comply with the requirements of this clause on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the contractor shall forthwith pay the amount for all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realized by the sale thereof.

Completion Certificate shall be in 3 parts as follows:

- (1) Physical/ Mechanical Completion work.
- (2) Satisfactory completion of commissioning of equipment with load.
- (3) Satisfactory completion of guarantee.

The contractor shall clearly indicate the 3 dates separately.

76.3. Completion Documents:

For the purpose of Clause 76 the following documents will be deemed to form the completion documents:

- (i) The technical documents according to which the work was carried out.

- (ii) Three sets of construction drawings showing therein the modification and corrections made during the course of execution and signed by the Engineer-in-Charge.
- (iii) Completion Certificate for embedded and covered –up works.
- (iv) Certificate of final levels as set out for various works.
- (v) Certificate of tests performed for various works.
- (vi) Material appropriation statement to the materials issued by the owner for the works and list of surplus materials returned to the owner's store duly supported by necessary documents.
- (vii) Physical/ Mechanical Completion work.
- (viii) Satisfactory completion of commissioning of equipment with load.
- (ix) Satisfactory completion of guarantee.

The Contractor shall clearly indicate the 3 dates separately.

77. Final Decision And Final Certificate:

Upon the expiration of the period of liability and subject to the Engineer-in-Charge being satisfied that the works have been duly maintained by the contractor during monsoon or such period as herein provided in clause 68.1 and that the contractor has in all respect duly made up all subsidence and performed all his obligations under the contract, the Engineer-in-Charge shall (without prejudice to the right of the Owner to retain the provisions of relevant clause hereof) otherwise give a certificate, herein referred to as the final certificate, to the effect and the contractor shall not be considered to have fulfilled the whole of his obligations under the contract until Final Certificate shall have been given by the Engineer-in-Charge notwithstanding any previous entry upon the work and taking possession, working or using of the same or any part thereof by the Owner.

78. Certificate And Payments No Evidence of Completion:

Except the final certificate no other certificate or payment against a certificate or on general account shall be taken to be an admission by the Owner of the due performance of the contract of any part thereof or of occupancy or validity of any claim by the Contractor.

SECTION – VII

TAXES AND INSURANCE

79. TAXES, DUTIES, OCTROI ETC.

- 79.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

- 79.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Section -13-AA of the Orissa Sales Tax Act or as amended from time to time or under any other statute. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

80. INSURANCE:

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

80.1 Employees State Insurance Act:

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act, 1948, and the contractor further agrees to defend, indemnify and hold Owner harmless from any liability of penalty which may be imposed by the Central, State or Local authority by the reason of any asserted violation by contractor or Sub-contractor of the Employee's State Insurance Act, 1948 and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor's or sub-contractor's employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's

contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, have been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

80.2 Workmen Compensation and Employees Liability Insurance:

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

80.3 Any other insurance required under Law or Regulations or by Owner:

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

80.4 Accident or Injury to workmen:

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

80.5 Transit Insurance:

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost.

81 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

81.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipment and materials from one place to another so that they do not cause

any damage to any person or to the property of the Owner or to a third party including over head and underground cables, pipelines. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.

81.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.

81.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

82 DEMURRAGE DUES:

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

SECTION – VIII LABOUR LAWS AND ARBITRATION

83 LABOURER LAWS:

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfil these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly basis and submit to the owner for record.

- (i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- (ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof .
- (iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.
- (vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.
- (vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people

employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made thereunder and the amount paid to them.

- (viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, Employees Liability Act 1928, Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.
- (ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non-fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- (x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub-contractors. In the event of the contractor committing a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling any Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers the Contractor shall without prejudice to any other liability pay to the owner a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach of furnishing, making submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the contractor's default continuing in this respect the liquidated damages may be enhanced to Rs. 50.00 per day of default subject to a maximum of one percent of the estimated cost of the works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the welfare fund constituted under these acts. The decision of the Engineer-in-Charge in this respect shall be final and binding.

84 Implementation Of Apprentices Act 1961:

The contractor shall comply with the provisions of the Apprentices Act 1961 and the Rules and orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising of any violation by him of the provisions of the Act.

85 Contractor to Indemnify the Owner:

85.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

85.2 Payment of Claims and Damages:

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

85.3 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (I) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.

86. Health and Sanitary Arrangements For Workers:

86.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

86.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

87. Arbitration:

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, fore closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants, it may, as and when required, be held at the place where the site of work is situated.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties.

Subject to aforesaid, the provisions of the Arbitration Act 1940 or any statutory modification or re-enactment thereof and the rules made thereunder, and for the time being in force shall apply to the arbitration proceeding under this clause.

For Public Sector Enterprises guidelines as per the circular of BPE No. 15/9/86-BPE (FIN) dated 30.03.89 as amended time to time will be followed.

88. Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of ORISSA (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

SECTION – IX SAFETY CODE

89. GENERAL:

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, contractor will be furnished copies of Owner's 'Safety Code' for information and guidance, if it has been prepared.

90. SAFETY REGULATIONS:

90.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of CPWD & Indian Standards Instructions (ii) The electricity Act, (iii) The Mines Act, and (iv) Regulations. Rules and orders made thereunder and such other acts as applicable.

90.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

91. First Aid and Industrial Injuries:

(i) Contractor shall maintain first aid facilities for his employees and those of his subcontractors.

(ii) Contractors shall make outside arrangements for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Owner prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.

(iii) All critical industrial injuries shall be reported promptly to owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physical shall be furnished to the Owner.

92. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits is strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately".

93. Contractor's Barricades:

(i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.

- (a) Excavations.
 - (b) Hosting Areas.
 - (c) Areas adjudged hazardous by Contractor's or Owner's Inspectors.
 - (d) Owner's existing property subject to damage by Contractor's operation.
 - (e) Rail road unloading spots.
- (ii) Contractor's employees and those of his sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
 - (iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

94. Scaffolding:

- (i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- (ii) Scaffolding or staging more than 4 metres above the ground or floor swing on suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of gangway or the stairway is more than 4 metres above ground level or floor level, they should closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 metres in length. The width between the side rails in run ladder shall in no case be less than 30 cm. For ladder upto and including 3 metres in length; for longer ladders this width should be

increase at least 15 mm for each additional metre of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

95. Excavation and Trenching:

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 M length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

96. General Safety:

- (i) Before any demolition work is commenced and also during the process of the demolition work.
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
 - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- (ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned as outlined below:

- (a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- (b) Those engaged in white washing and mixing or stacking of cements bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding and cutting works, shall be provided with protective face and eye –shields, hand gloves etc.
- (d) Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole cover are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
 - (1) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
 - (2) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
 - (3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation of work.
- (iii) When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (iv) Use of hoisting machines and tackles including their attachments anchorage and supports shall conform to the following standard or conditions:
 - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
 - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

- (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to the operator.
- (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (e) In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.
- (v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors or electricity.
- (vi) All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.
- (vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (viii) The ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare officer Engineer-in-Charge or safety Engineer of the Administration or their representatives.
- (ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as n9ot to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Administrations or of a third party.

97. Care in handling Inflammable gas:

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/ paints etc. as required under the law and/ or as advised by the fire authorities of the Owner.

98. Temporary Combustible Structures:

Temporary combustible structures will not be built near or around work site.

99. Precautions Against Fire:

The Contractor will have to provide Fire Extinguisher/ Fire Buckets and drums at work site as recommended by Engineer-in-Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer-in-Charge. Temporary combustible structures will not be build near or around the work-site.

100. Explosives:

Explosives shall not be stored or used on the works or on the site by the contractor without the permission of the Engineer-in-Charge in writing and then only in the manner and to the extent to which such permission is given. When explosives are required for the works they shall be stored in a special magazine to be provided at the cost of the contractor in accordance with the Explosive Rules. The contractor shall obtain the necessary licence for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the contractor and the contractor shall indemnify the owner against any loss or damage resulting directly or indirectly therefrom.

101. Mines Act:

101.1 Safety Code: The contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provides necessary facilities as aforesaid. The Engineer-in-Charge shall be entitled to do so and recover the costs thereof from the Contractor.

101.2 Failure to comply with Safety code or the provisions relating to report on accidents and to grant of maternity benefits to female worker shall make the Contractor liable to pay Company liquidated damages an amount not exceeding Rs. 50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officer or from representatives of Engineer-in-Charge shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act 1952 or any statutory modification's or re-enactment thereof the time being in force and any Rules and Regulations made thereunder in respect of all the

persons employed by him under this contractor and shall indemnify the Owner from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of and persons employed by him or otherwise.

102. Preservation of Peace:

The Contractor shall taken requisite precautions and use his best endeavors to prevent any riotous or unlawful behaviour by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

103. Outbreak of Infectious Diseases:

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's Representative. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, bedding clothes and other belonging of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

104. Treatment of Contractor's Staff in Company's Hospital:

The Contractor and his staff, other than labourers and their families requiring medical aid from the Owner's hospitals and dispensaries will be treated as private patients and charged accordingly. The contractor's labourers and their families will be granted from treatment in the Owner's hospitals and dispensaries where no other hospitals or dispensaries are available provided the contractor pays the cost of medicines dressing and money accordingly to the normal scale as also additional charges if any for special examination e.g. X- Ray etc.

105. Use of Intoxicants:

The sale of dent spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor or any of his employee is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

In addition to the above, the contractor shall abide by the safety code provision as per CPWD safety code and Indian Standard Code framed from time to time.

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. _____

Date: _____

1. WHEREAS, M/s National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ “Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has issued tender paper vide its Tender No.....for -----
----- (hereinafter called “the said tender”) to M/s.(here in after called the said Tenderer(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank guarantee for Rs. (Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderer(s) of any of the terms and conditions contained in the said tender or failure to accept the letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the tenderer (s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WE Bank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer (s) and accordingly discharges the guarantee.
6. That the Owner Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer (s).

Date.....

.....Bank
Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly
Authorised person
On behalf of the Bank
With seal & signature code

(BGs to be furnished from any of the banks listed in Annexure)

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No. _____

Date: _____

In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ “Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to exempt M/s. (Hereinafter called “the said Contractor (s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/ Order(s) No. , dt. of cash security deposit for the due fulfillment by the said contractor(s) seller(s) of the terms and conditions contained in the said Contract(s)/Order(s), on production of Bank Guarantee for Rs..... (Rupees.....only).

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the said Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s) including defect liability obligations or that the amount covered under this guarantee is forfeited. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the

performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variations, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omissions on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....

.....Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly
Authorised person
On behalf of the Bank
With seal & signature code

(BGs to be furnished from any of the banks listed in Annexure)

**PROFORMA FOR CONTRACT CUM PERFORMANCE GUARANTEE BY
SELLER/ CONTRACTOR.**

(To be executed on non-judicial stamped paper of appropriate value)

B. G. No.....

Date.....

WHEREAS National Aluminium Company Limited (A Government of India Enterprise) having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called “Company”/ ‘Owner” which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with M/s. / has placed a purchase order on M/s.....(hereinafter referred to as “Contractor(s)/ Seller(s)” which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) foron the terms and conditions as set out inter alia, in the Company’s contract No./ P.O. No. dateand various documents forming part thereof hereinafter referred to as the “said contract” which expression include all amendments, modifications and/ or variations thereto and where as the Contractor(s)/ Seller(s) has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any other agencies/ subcontractors.

AND WHEREAS one of the conditions of the “said contract” is that “contractor(s)/seller(s) shall furnish to the owner a Bank Guarantee from a bank for%(.....percent) of the total value of the “said contract” against due and faithful performance of the “said contract” including defect liability obligations” and the performance guarantee obligations of the contractor(s)/seller(s) for execution/ supplies made under the “said contract.”

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Company stating that in the opinion of the Company, which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms & conditions of the said Contract including defect liability obligations, in fulfilling the performance guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor (s)/ Seller(s) of any of the terms & conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However our liability under this guarantee shall be restricted to Rs..... (Rupees.....only).

3. We undertake to pay to the Company any money so demanded not withstanding any dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment

thereunder. Our liability to pay is not dependent or conditional on the owner proceeding against the Contractor(s)/ Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WeBank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/ Order(s) and that it shall continue to be enforceable till all the dues of the company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee.

6. WeBank further agree with the Company that the company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract(s)/ Order(s) or to extend the time of performance by the said Contractor(s) Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/ Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contract(s)/ Order(s) and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor (s)/ Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/ Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have affect of so relieving us.

7. Notwithstanding anything contained herein before, out liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged form all the liabilities under this guarantee.

8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/ Sellers(s).

Date.....

Corporate Seal of the Bank

.....Bank

By its constitutional Attorney

Signature of duly Authorised person on behalf of the Bank with seal & signature code

(BGs to be furnished from any of the banks listed in Annexure.)

BANK GUARANTEE FOR ADVANCE PAYMENT

(To be executed on non-judicial stamped paper of appropriate value)

B.G. No. _____

Date: _____

In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its Corporate Office at NALCO BHAWAN, P-1 Nayapalli, Bhubaneswar (hereinafter called "Company"/ "Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs. (Rupees.....only) to M/s. (here in after called "the said Contractor (s)/ Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract/Order dated.on production of a bank guarantee of equivalent amount.

2. WeBank having its branch office atdo hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/seller(s) of any of the terms and conditions contained in the said contract(s) orders(s) or by reasons of the Contractor(s)/ Seller(s) failure to perform the said Contract(s)/ Order(s). Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee, However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).
3. We undertake to pay to the Company any money so demanded not withstanding any claim dispute or disputes raised by the contractor (s)/ Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/ Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said tender are fulfilled.

5. WeBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalisation of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and/or till all the dues of the company under/ or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Owner/Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time, the exercise of any of the power of the owner under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs.....(Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Tenderer(s).

Date..... Bank

Corporate Seal of the Bank

By its constitutional Attorney
Signature of duly
Authorised person
On behalf of the Bank
With seal & signature code

BGs to be furnished from any of the banks listed in Annexure.

LIST OF STANDARDISED BANKS

1. SCHEDULED PUBLIC SECTOR BANKS (INDIAN)

1. State Bank of India.
2. State Bank of Bikaner and Jaipur
3. State Bank of Hyderabad
4. State Bank of Indore.
5. State Bank of Mysore.
6. State Bank of Patialia.
7. State Bank of Saurashtra
8. State Bank of Travancore.
9. Allahabad Bank
10. Andhra Bank
11. Bank of Boroda
12. Bank of India
13. Bank of Maharashtra
14. Canara Bank
15. Central Bank of India
16. Corporation Bank
17. Dena Bank
18. Indian Bank
19. Indian Oversea Bank
20. Oriental Bank of Commerce
21. Punjab National Bank
22. Punjab and Sid Bank
23. Syndicate Bank
24. Union Bank of India
25. United Bank of India
26. UCO Bank
27. Vijaya Bank.

(Twenty Seven Banks)

2. SCHEDULED PRIVATE SECTOR BANKS (INDIAN):

1. Vysya Bank
2. UTI Bank Ltd.
3. SBI Commercial & International Bank Ltd.
4. ICICI Banking Corporation Bank Ltd.
5. HDFC Bank Ltd.
6. IDBI Bank Ltd.

(Six Banks)

3. SCHEDULED FOREIGN BANKS:

1. American Express Bank Ltd.
2. ANZ Grindlays Bank Plc
3. Bank of American NT & SA
4. Bank of Tokyo Ltd,
5. Banque Nationale de Paris
6. Barclays Bank Plc
7. Citi Bank N.A.
8. Deutsche Bank A.G.
9. Hongkong & Shanghai Banking Corporation.
10. Standard Chartered Bank
11. The Chase Manhattan Bank Ltd.
12. Dresdner Bank AG.

(Twelve Banks)

APPENDIX –I A

**DETAILS OF WORKS OF SIMILAR NATURE & MAGNITUDE
CARRIED OUT DURING THE LAST 5 YEARS**

| Sl. No. | Name of work done | Estimated cost | When started | When completed | Date of Completion As per contract | Remarks |
|------------|----------------------|-------------------|-----------------|-------------------|--|---------|
|------------|----------------------|-------------------|-----------------|-------------------|--|---------|

- Note :** 1. In the remarks column, please state whether the works stated above are carried out by you in the name of the Firm in which the present Bid is submitted or any other names. If later, state the relationship of the firm and also a copy of the Partnership Deed.
2. Please enclose the true copy of the certificate issued by the authorities, if any.

Signature of Bidder



APPENDIX –I B

Name of Work:

Name of Tenderer:

CONCURRENT COMMITMENTS OF THE TENDERER

| Full Postal Address of Client & Name of Officer-in-Charge | Description of the work | Value of contract | Date of commencement of work | Scheduled Completion period | Percentage Completion as on date | Expected date of completion | Remarks if any |
|---|-------------------------|-------------------|------------------------------|-----------------------------|----------------------------------|-----------------------------|----------------|
| | | | | | | | |
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SIGNATURE OF TENDERER

APPENDIX –II

NAME OF WORK:

NAME OF TENDERER:

DETAILS OF EQUIPMENTS, TOOLS TACKLES

Tenderer shall submit herein details of equipment, tools, tackles, etc required to perform the work and shall note in each case whether the same is (a) already owned by tenderer and available for use on this contract (b) anticipated to be hired by Contractor or (c) anticipated to be purchased by Contractor, in case of (a) anticipated (b) and (c) Location of hirer or supplier shall be stated.

| Sl. No. | Description, Make Model & Capacity | Year of Manufacture | Category (a) or (b) or (c) below | Location | Remarks |
|---------|---------------------------------------|------------------------|-------------------------------------|----------|---------|
| (1) | (2) | (3) | (4) | (5) | (6) |
| | | | | | |

- Contractor agrees to augment the above chart with additional number/ categories of equipment, if required to complete the work within the agreed time schedule of completion and directed by the Engineer-in-charge.
- In case of hiring of equipment from other agencies, copies of the arrangements made with the hirer/ supplier shall have to be furnished.

SIGNATURE OF TENDERER

APPENDIX – III

**DETAILS OF MINIMUM MANPOWER PROPOSED TO BE
DEPLOYED ON THIS WORK**

| Sl. No. | Details of Manpower | No. | Remarks |
|---------|---------------------|-----|---------|
|---------|---------------------|-----|---------|

Note : Please furnish the above details in two categories – To be deployed by (I) Contractor and (ii) Sub- contractors.

Minimum manpower deployment shall be based broadly as above and will be modified as mutually agreed to suit the detailed construction programme jointly worked out; further if any additional man power is required for completion of work in time, the same shall be provided by you as directed by Engineer without any extra cost.

The manpower proposed to be deployed in the work needs to be given quarter wise separately for direct personnel of the contractor and the manpower proposed to be deployed through the sub-contractors.

APPENDIX - IV

**ORGANISATION CHART SHOWING NO. OF QUALIFIED
ENGINEERS & SUPERVISORY PERSONNEL ETC.**

| Sl. No. | Details of personnel to be deployed on this work | No. |
|------------|---|-----|
|------------|---|-----|

Note: Names and short resume of their experiences may also be given for key personnel.

The tentative chart of your site organisation as above furnished by you shall be subject to variation to suit the construction programme/ requirement and as directed by Owner/ Engineer.

APPENDIX – V

LIST OF PROPOSED SUB CONTRACTORS

| Sl. No. | Name of sub-contractor | Description of work or trade | Amount (Rs.) |
|------------|---------------------------|---------------------------------|--------------|
|------------|---------------------------|---------------------------------|--------------|

-
- 1) Types of work executed by the sub-contractors.
 - 2) The particulars of clients where the sub-contractors did the works.
 - 3) Approximate value of the work carried by the sub-contractors in the last 3 years.

(Signature of Bidder)

APPENDIX – VI

PPROGRESS BILLINGS

(Bidder's anticipated progress billing month by month to be inserted here)

Tentative construction schedule indicating the expected dates of start of activity is to be given by the contractor. This schedule shall be updated within specified milestones from time to time depending upon the availability of fronts equipment and priorities fixed by Engineer. Contractor shall submit within 15 days of the date of letter of intent programme/ schedule for supply of items covering all phases of work including design, procurement, manufacture, assembly, fabrication, testing, transportation, erection, testing at site and commissioning matching the overall completion schedule.

The billing as well as all the connected documents shall be computerized.

(Signature of Bidder)

APPENDIX – VII

NAME OF WORK:

NAME OF TENDERER:

INFORMATION ABOUT TENDERERS (FORM – H)

- 1.0. In case of Individual:
 - 1.1. Name of Business:
 - 1.2. Whether his business is registered:
 - 1.3. Date of Commencement of Business:
 - 1.4. Whether he pays Income Tax over Rs. 10,000/- per year:
- 2.0. In case of Partnership:
 - 2.1. Name of Partnership with qualification:
 - 2.2. Whether the Partnership is Registered:
 - 2.3. Date of Establishment of firm:
 - 2.4. If each of the partners of the firm pays Income Tax over Rs. 10,000/- a year and if not, who of them pays the same.
- 3.0. In case of Limited Liability Company or Company Limited by Guarantees:
 - 3.1. Amount of paid of capital:
 - 3.2. Name of Directors:
 - 3.3. Date of Registration of Company:
 - 3.4. Copies of the Balance Sheet of the Company of the last two years :

Copies of audited Profit & Loss Account and the Balance sheet shall be enclosed in case of Individuals, partnerships as well as limited companies for the last 3 years.

(Signature of Tenderer)
Name & Address of the Tenderer

APPENDIX – VIII

NAME OF WORK:

NAME OF TENDERER:

LIST OF ENCLOSURES (FORM – I)

The tenderer is required to enclose the following documents as part of his tenderer.

1. Power of attorney of the signatory to the tender.
2. Income Tax/ Sales Tax Clearance Certificate in the proforma prescribed by the Govt. of India.
3. Documents showing annual turnover for similar works for the past two years such as annual report, profit and loss account etc.
4. Solvency Certificate by Nationalized Schedule Bank.

Signature of Tenderer

**** In absence of Income Tax Clearance Certificate tenderer may not be awarded the work tendered for as per Central Govt. Directives.**

APPENDIX – IX

NAME OF WORK:

NAME OF TENDERER:

EXCEPTION AND DEVIATION (FORM – J)

As pointed out in the NIT/ LIT, tenderer may stipulate here exceptions and deviations to the tender conditions, if considered un-avoidable.

| Sl. No. | Page No. of tenderer document | Sl. No. of tender document | Subject | Deviation |
|---------|-------------------------------|----------------------------|---------|-----------|
| | | | | |

SIGNATURE OF TENDERER

AMENDMENT TO GCC

| Sl No | Clause No | Brief Description of Clause | Modification |
|-------|-------------------|---|---|
| 01 | 2.3 2.3.10 | Power Supply | <p>i.) Clause No. 2.3 of General Condition of Contract stands modified to the following extent:</p> <p>The cost of construction power appearing in the 10th and 11th line as Rs 1/- per kwh shall be read as Rs.2.85 (Rupees two and eighty five paise only) per kwh</p> <p>The state Electricity Inspector appearing in the second line shall be read as 'Central Electricity Authority at Chennai'.</p> |
| 02 | 2.4 | Land for Contractor's Field office, Godown and Workshop | <p>Clause No. 2.4 of General Condition of Contract modified to the following extend:</p> <p>"The owner shall provide land to the Contractor for their offices, go-down and workshop "</p> |
| 03 | 2.5 | Land for Residential Accommodation | <p>Clause No. 2.5 of General Condition of Contract modified to the following extend:</p> <p>"The land for residential accommodation for staff and labour may be made available to Contractor outside plant boundary limit."</p> |
| 04 | 22 | Extension of time | <p>The word "any one" appearing in the end of the second para of Clause No. 22.0 shall be read as "OWNER".</p> |
| 05 | 52.3.6 | Return of unutilised materials and scrap/wastage | <p>i. The words "SAIL, Bhubaneswar stock yard rate" appearing in 3rd line of first para shall be replaced by " Landed cost"</p> <p>ii. The words "Rs.7000/- per tonne" appearing in last para shall be replaced by " twice the landed cost of materials"</p> |
| 06 | 53 (xv) | Conditions for issue of materials | <p>The contents of the sub-clause No.53.(xv) shall stand deleted and replaced with the following:</p> <p>"For the free issue materials, the following norms shall be adopted:</p> <p>i. For issue of materials within plant boundary wall limit, the Contractor shall submit only indemnity bond for the entire value of the materials issued to them free of cost as Clause 53 (ix) of GCC.</p> <p>ii. For the materials which are issued to out</p> |

| | | | |
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| | | | <p>side plant boundary like township etc., the Contractor shall furnish Bank Guarantee equivalent to 20 % of value of materials and indemnity bond for the 80 % value of the materials.</p> <p>iii. For materials taken out side Damanjodi/ Angul to the vendor's Shop, 100 % Bank Guarantee against value of the materials will be submitted by the vendor before taking of the materials. The Indemnity Bond and the Bank Guarantee shall remain valid till the material account is totally settled.</p> |
| 7 | 60 (c) | Alterations in Specifications and Design and Extra Works | The words "including equipment hire charges at Schedule hourly/ daily rates" appearing in 7 th line shall be replaced by the words " prevalent at site the time of execution". |
| 8 | 60(d) | Alterations in Specifications and Design and Extra Works | Add new sub-Clause 60(d) as follows: "The quoted prices/rates indicated in Schedule of Rates shall remain firm for all variations in contract value within range of (+) 50 % and (-) 25 % for the entire duration of the contract. In case the actual contract value varies from the awarded contract value beyond the above mentioned limit than adjustment to contract value shall be made in accordance with procedure specified in proforma for adjustment for increase/ decrease in contract value enclosed as per Annexure in SCC". |
| 9 | 76.3(ii) | Completion documents | Clause No. 76(ii) of General Condition of Contract shall be replaced by: "Six sets of construction drawings showing there in execution of the work duly approved by Engineer-in-charge and one set of reproducible on polyester film." |
| 10 | 80.1 | Employees State Insurance Act | Delete the word "whose aggregate remuneration is Rs.560.00 per month or less and" appearing in the 3 rd & 4 th line of the 2 nd para of this sub clause. |
| 11 | New Sub clause | - | Add a new clause designated as Sub clause 80.6 after existing Cl no. 80.5, "80.6 – The contractor shall comply with all relevant and applicable statutory provisions in respect of the workers engaged by him at his cost and above stipulation are only indicative are not exhaustive." |

| | | | |
|----|--------------|--------------------------------|--|
| 12 | 83 (viii) | Labour Laws | <p>Clause 83 (viii) of GCC shall be modified to the following extent:</p> <p>Add the words “<i>all relevant statutes at their own costs including</i>” between the words “<i>provisions of</i>” and “<i>the payment of Wages Act 1936</i>” appearing in the first line of this sub-clause.</p> <p>Provided further that-</p> <p>a) The payment of minimum wages to the contract labourers shall be as per the rates notified by the Central Government, as per Minimum Wages Act-1948 and as adopted/ circulated by the NALCO Management from time to time <i>plus</i> additional element of Rs.12.00 (Rupees twelve only) and statutory dues thereon.</p> <p>b) The minimum wage as notified by the Chief Labour Commissioner (Central) has a variable component as Special Allowance which is linked to average AICPI for Industrial workers, which keeps on changing every six months. The contractor has to absorb all such variations due to increase in Minimum wage in their quoted price, and no claim whatsoever on this account shall be entertained.</p> <p>c) The classification of workers in different categories will be as per the notification issued by the Central Government fixing the minimum wages for the above scheduled appointment. Where the minimum wages notified by the concerned State Government are higher than the rates notified by Central Government, the State Government rates should apply in concerned <i>scheduled employment</i> as long as the same remains higher than the Central Government rates.</p> |
| 13 | New Clause | Jurisdiction/ Governing Law | <p>Add a new clause designated as Sub clause 88 (c) after existing Cl no. 88 (b)</p> <p>All the works that will be carried out inside the factory premises shall attract the provisions of</p> |

| | | | |
|----|----|----------------|--|
| | | | <p>factory act for the contract labourers engaged therein.</p> <p>The Contractor, before commencement of work will arrange medical examination at his cost and shall submit the certificate of fitness in respect of the workers in the prescribed form from the nearby District HQ hospital or any Govt. Hospital for his workers, who will be handling or working with hazardous substance.</p> <p>In respect of contracts having more than one year, the medical check up of such workers shall have to be repeated by the contractor on completion of every one year.</p> |
| 14 | 79 | Taxes & Duties | <p>The rates quoted by the tenderer will cover all the taxes, duties, and levies as applicable on the date of bid/ revised bid (if any).</p> <ul style="list-style-type: none"> - In case of any imposition of <u>new taxes</u> by Govt notification at a later date, same shall be reimbursed to the contractor against submission of authentic document towards payment of such taxes by them. - In case of revision of rate of Works Contract Tax by Govt notification, same shall be reimbursed to the contractor against submission of documentary evidence towards payment of such extra amount by them. |

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.

**Name of Package: DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT
FOR NALCO AT ANGUL & DAMANJODI**

Bid Document No.:NVVN/ C&M /RE-431 /2025-26

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions |
|------------------------------|----------------------------|---|
| 1 | Definitions (GCC Clause 1) | <p>The Owner/Employer is: CPSU (Navaratna Company)</p> <p>The Owner/Employer is: Name of Employer: NALCO LIMITED</p> <p>Address of Employer: National Aluminium Company Limited Nalco Bhawan, PO-Nayapalli, Bhubaneswar, Khorda, Odisha,751013.</p> <p>The Project Manager/ Engineer In Charge: Samar Kanti Mohanty, Manager (Mech) NALCO.</p> <p>Project Management Consultant (PMC): NTPC Vidyut Vyapar Nigam Limited (NVVN)</p> <p>The terms 'Subcontractor' and 'Sub vendor' are interchangeable and they have the same meaning as defined under "Subcontractor" in GCC Clause No. 1.</p> <p>“Site” means the land/roof and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.</p> <p>“Premise” means single or multiple buildings having one net-meter/net-billing/gross meter.</p> <p>“Entire Project” means all the premises in one or many locations specified in the contract. For avoidance of doubt, If there are multiple premises in one or many locations specified in the contract, then all the premises together shall constitute the project and shall be referred to as “Entire Project”.</p> <p>“Pre-commissioning” is not applicable.</p> <p>“Commissioning” shall be as defined in Technical Specification. The same is reproduced here. “Commissioning” of the system shall refer to the date on which the System at each location / premise starts generating electric energy for continuous Five (05) hours using instruments and meters including Net metering/ net billing/Behind the meter.</p> |

| | | |
|--|---|---------------|
| BIDDING DOCUMENT NO.: NVVN/ C&M /RE-431 /2025-26 SECTION –V (SCC) | DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI | PAGE 1 OF6 |
|--|---|---------------|

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions |
|--|---|--|
| | | <p>“Completion of Facilities”/” Completion of facilities of Entire Project”/ “Completion” means that the systems at all the premises/locations under the contract have been successfully commissioned, PG tests conducted and put in a tight and clean condition and punch points attended.</p> <p>“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, commissioning, operations & maintenance required upto Completion of Facilities, the provision of operations and maintenance manuals, training of Employer's Personnel etc.</p> |
| 2 | General Instruction to Tenderers (GCC Clause 3 to 15) | All clauses of ITB and BDS shall prevail over these clauses. |
| 3 | Time of Performance (GCC Clause 21) | <p>Time of Performance: The time schedule for completion of facilities for the bidder will be 9 months from the date of NOA/LOA from Employer.</p> <p>Further, Bidder is also to provide comprehensive Operation and Maintenance (O&M) of Solar Photo Voltaic Plant for a period of Five years (05 Years) from the date of completion of Facility of entire project.</p> |
| 4 | <p>SCHEDULE OF RATE AND PAYMENTS: (GCC Clause 69)</p> <p>GCC 69.1</p> | <p>Brief extract of payment terms as specified in detail in Appendix -I to Form of Contract Agreement which shall be binding.</p> <p>A. Schedule No.1: Plant and Equipment (excluding Mandatory Spares and Type Tests)</p> <p>(I) Seventy Five Percent (75%) of Ex-works price component of the Contract price for each identified equipment on receipt of equipment at site on prorata basis and physical verification and certification by the Project Manager for the equipment received and stored at site, after obtaining clearance/ approval from the concerned authority (DISCOM/ TRANSCO/any other State Government body as applicable) for setting up the project behind the meter</p> <p>(III) Ten Percent (10%) of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager.</p> <p>(IV) Fifteen Percent(15%) of Ex-works price Component of the contract price on successful completion of PG Test and Completion of Facility on certification by the Project</p> |
| <p>BIDDING DOCUMENT NO.: NVVN/ C&M /RE-431 /2025-26 SECTION –V (SCC)</p> | | <p>DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI</p> <p>PAGE 2 OF 6</p> |

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions |
|---|--|--|
| | | <p>Manager.</p> <p>B. Schedule No. 2: Local Transportation</p> <p>Hundred Percent (100%) of Local Transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) for the plant and equipment including mandatory spares and also recommended spares (if ordered) shall be paid to the Contractor pro-rata to the value of the equipment/spares received at site and on production of invoices by the Contractor.</p> <p>C. Schedule No. 3: Installation Services excluding operation and maintenance.</p> <p>I. Seventy Five Percent (75%) of the installation Services component of contract price shall be paid on pro-rata basis on completion of installation of equipment on certification by the Project Manager for the quantum of work completed and by the certification of Project Manager field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.</p> <p>II. Ten Percent (10%) of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager</p> <p>III. Fifteen Percent (15%) of Ex-works price component of the Contract price on Completion of Facilities of Entire Project and issuance of Completion Certificate by the project manager.</p> <p>D. Schedule No. 3: Civil Works and Allied Works etc</p> <p>(I) Seventy Five Percent (75%) of the total Civil Works Price Component of Contract Price shall be paid progressively on certification by the Project Manager for the quantum of work completed/Milestones achieved and by Project Manager's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work / Milestones billed.</p> <p>The release of first progressive payment for Civil Works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of the contract and acceptance of same by the Project Manager.</p> <p>(II) Ten Percent (10%) of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager</p> <p>(III) Fifteen Percent (15%) of Ex-works price component of the Contract price on Completion of Facilities of Entire Project and</p> |
| <p>BIDDING DOCUMENT NO.: NVVN/ C&M /RE-431 /2025-26</p> <p>SECTION –V (SCC)</p> | <p>DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI</p> | <p>PAGE 3 OF 6</p> |

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions |
|------------------------------|----------------------------------|--|
| | | <p>issuance of Completion Certificate by the project manager.</p> <p>E. Operation and Maintenance Charges</p> <p>After completion of trial run as defined in bid documents, operation and maintenance charges including all consumable, spares and equipment included in operation and maintenance charges shall be paid on pro-rata basis every three months on the certification of completion of work by Project Manager.</p> <p>F. Schedule – 3: Amount linked to Safety Aspects / Compliance to Safety Rules</p> <p>Safety Payments shall be as per Clause J in Terms of Payment of Section VII Book 2 of 2.</p> |
| 5 | Security Deposit (GCC clause 19) | <p>(I) The Contractor shall, within twenty-eight (28) days of the Notification of Award, provide securities for the due performance of the Contract for Ten Percent (10%) of Contract Price of all the Contracts to the Employer, with an initial validity up to 15 months after the Completion of Facilities of the entire Project under the Contract. However, in case of delay in Completion of Facilities, the validity of all the contract performance securities shall be extended by the period of such delay.</p> <p>After the end of successful completion of period mentioned above, CPG shall be returned to agency provided agency has submitted CPG @10% of O&M and Security against Equipment Performance Guarantee during O&M Period.</p> <p>(II) The BG towards O&M Performance shall be submitted prior to return of the Contract Performance Guarantee (CPG) under the subject package. The above O&M Security shall be initially valid upto 90 days after the end of Operation & Maintenance (O&M) period as specified in the Technical Specifications. The above security amount shall be payable to the Employer without any condition whatsoever.</p> <p>(III) Security against Equipment Performance Guarantee during O&M Period: BG for O&M.</p> <p>The successful Bidder, to whom the work is awarded, shall provide security equal to $0.1 \times G \times R$ (Where G is Annual Generation corresponding to CUF applicable for that year and R = Rs. 5 per kWh) in million INR for 10 years.</p> <p>The successful Bidder, to whom the work is awarded, shall provide security equal to $0.1 \times G \times R$ (Where G is Annual Quoted Generation and R = Rs.5.00 per kWh) in million INR for Ten years as per contract.)</p> |

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions | | |
|--|---|---|--|---|
| | | i.e. $\sum (0.1 \times \text{Annual Quoted generation of 1st year} \times 5.00) = \text{INR } \underline{\hspace{2cm}}$ | | |
| 6 | Compensation For Delay: (GCC Clause 24) GCC 24.1 | Applicable Rate for Liquidated Damages Liquidated Damages (LD) for delay in delivery/ completion wherever mentioned in tender documents, is to be read as Price Reduction Schedule (PRS). A) Price Reduction Schedule (PRS) for delay in successful Completion of Facilities shall be as under: Price Reduction Schedule (PRS) for delay in completion of the project, attributable to the contractor, shall be levied @0.5% (half percent) of the total basic contract value per week of delay in completion or part there of subject to maximum of 5% (five percent) of total basic contract value. For application of PRS, the date of completion of project shall be considered as the date of put to use of the supplied system. All other provisions of these clauses remain unaltered. If the contractor fails to achieve the successful Completion of Facilities within the agreed work schedule, the Contractor shall pay to the Employer as liquidated damages and not as penalty, a sum calculated at the following rates: <table border="1"><tr><td>(0.5%) per week of the contract value corresponding to the capacity not commissioned</td><td>for each day of delay in successfully achieving the Commissioning for the Premise (i.e. net metering/ net billing/behind the meter) as per the scope of work and work schedule defined in the Contract.</td></tr></table> B) Maximum Deduction for Liquidated damages for delay: The total amount of liquidated damages for delay under the contract will be subject to a maximum of five percent (5%) of the total Contract Price [total of First & Second Contract] excluding O&M | (0.5%) per week of the contract value corresponding to the capacity not commissioned | for each day of delay in successfully achieving the Commissioning for the Premise (i.e. net metering/ net billing/behind the meter) as per the scope of work and work schedule defined in the Contract. |
| (0.5%) per week of the contract value corresponding to the capacity not commissioned | for each day of delay in successfully achieving the Commissioning for the Premise (i.e. net metering/ net billing/behind the meter) as per the scope of work and work schedule defined in the Contract. | | | |
| 7 | Drawings to be supplied by the Contractor (GCC Clause 48) GCC 48.2 | Approval of Drawings shall be done by NVVN. | | |
| 8 | Owner Issue Material GCC 52 GCC 53 GCC 54 | There shall be no Owner Issue material. | | |
| 9 | Functional Guarantees | PRS/LD on account of non-achievement of functional Guarantees shall be as per Schedule D of Technical Specification (Section VI) | | |
| 10 | GCC Clause 81 | The Contractor shall also be responsible for the care and | | |
| BIDDING DOCUMENT NO.: NVVN/ C&M /RE-431 /2025-26 SECTION –V (SCC) | | DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI PAGE 5 OF 6 | | |

| Special Conditions (SCC) No. | GCC Clause Ref., if any | Special Conditions |
|------------------------------|--|--|
| | (DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY) | custody of the Facilities or any part thereof until the date of Completion of O&M period and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. |
| 11 | GCC Clause 80 (Insurance) | <p>Insurance Clause of Technical Specification shall prevail and is reproduced below:</p> <p>Insurance:</p> <ul style="list-style-type: none"> (i) Before commencement of the work, the Bidder shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Bidder. Further the Bidder may refer to relevant clauses of GCC, SCC and the Contract Agreement of IFB. (ii) Bidder shall take third party liability insurance for deployed workmen, employees against any damage, loss, injury or death arising out of the O&M work. (iii) The Bidder shall take Fire and peril insurance policy from the reputed/nationalised agency in name of Employer covering the risk of damage, theft of material/ equipment/ properties after completion of the work(s) throughout the O&M period on replacement cost basis |
| 12 | General | The instruments such as Letter of Undertakings etc which are presently specified to be furnished on non-judicial stamp paper of appropriate/requisite value, shall be stamped as per Indian Stamp Act. |
| 13 | General | Net metering wherever stated shall be read as "net metering / net billing/gross metering" |
| 14 | | <p><u>ANNEXURES TO SCC</u></p> <ul style="list-style-type: none"> 1. Annexure-I: LIST OF STANDARDISED BANKS OF NALCO 2. Annexure-II: Taxes & Duties (GST, Indian Income Tax, etc.) 3. Annexure-III: Arbitration 4. Annexure IV: DoE Order regarding Rule 144 (xi) of the General Financial Rules (GFRs) – Country sharing land border with India. 5. Annexure-V: DoE Order regarding Rule 144 (xi) of the General Financial Rules (GFRs) – Exemption for sourcing of Solar PV Modules |

ANNEXURE I
LIST OF STANDARDIZED BANKS OF NALCO

List of PSU Banks

| Sl. No | Name of the Bank |
|---------------|-------------------------|
| 1 | Bank of Baroda |
| 2 | Bank of India |
| 3 | Bank of Maharashtra |
| 4 | Canara Bank |
| 5 | Central Bank of India |
| 6 | Indian Bank |
| 7 | Punjab & Sind Bank |
| 8 | Punjab National Bank |
| 9 | State Bank of India |
| 10 | UCO Bank |
| 11 | Union Bank of India |

List of Private Banks

| Sl. No | Name of the Bank |
|---------------|--------------------------------|
| 1 | HDFC Bank Ltd. |
| 2 | ICICI Bank Ltd. |
| 3 | Axis Bank Ltd. |
| 4 | Kotak Mahindra Bank Ltd. |
| 5 | Yes Bank |
| 6 | IndusInd Bank Ltd. |
| 7 | The Federal Bank Ltd. |
| 8 | The Jammu & Kashmir Bank Ltd. |
| 9 | The South Indian Bank Ltd. |
| 10 | The Karur Vysya Bank Ltd. |
| 11 | The Karnataka Bank Ltd. |
| 12 | IDFC Bank |
| 13 | RBL Bank |
| 14 | Tamilnadu Mercantile Bank Ltd. |
| 15 | City Union Bank Ltd. |
| 16 | IDBI Bank |

List of Foreign Banks

| Sl. No | Name of the Bank | BIC |
|---------------|---|------------|
| 1 | Abu Dhabi Commercial Bank Limited | ADCB AE AA |
| 2 | Australia & New Zealand Banking Group Limited | ANZB AU 3M |
| 3 | Bank of America NA | BOFA US 3N |
| 4 | Bank of Bahrain and Kuwait B.S.C. | BBKU BH BM |
| 5 | Bank of Ceylon | BCEY LK LX |
| 6 | Barclays Bank PLC | BARC GB 22 |
| 7 | BNP Paribas | BNPA FR PP |
| 8 | Citibank N.A. | CITI US 33 |
| 9 | Commonwealth Bank of Australia | CTBA AU 2S |

| Sl. No | Name of the Bank | BIC |
|---------------|--|-------------|
| 10 | Credit Agricole Corporate & Investment Bank | BSUI FR PP |
| 11 | Credit Suisse AG | CRES CH ZZ |
| 12 | DBS Bank Ltd. | DBSS SG SG |
| 13 | Deutsche Bank AG | DEUT DE FF |
| 14 | Doha Bank | DOHB QA QA |
| 15 | FirstRand Bank Ltd. | FIRN ZA JJ |
| 16 | Industrial Bank of Korea | IBKO KR SE |
| 17 | Industrial & Commercial Bank of China Ltd. | ICBK CN BJ |
| 18 | JP Morgan Chase Bank | CHAS US 33 |
| 19 | KEB Hana Bank | KOEX KR SE |
| 20 | Krung Thai Bank Public Company Ltd. | KRTH TH BK |
| 21 | Mashreqbank PSC | BOML AE AD |
| 22 | Mizuho Bank Ltd. | MHCB JP JT |
| 23 | National Australia Bank Ltd. | NATA AU 33 |
| 24 | Sberbank | SABR RU MM |
| 25 | Shinhan Bank | SHBK KR SE |
| 26 | Societe Generale | SOGE FR PP |
| 27 | Sonali Bank Ltd. | BSO N BD DH |
| 28 | Standard Chartered Bank | SCBL GB 2L |
| 29 | Sumitomo Mitsui Banking Corporation | SMBC JP JT |
| 30 | The Bank of Nova Scotia | NOSC CA TT |
| 31 | The Bank of Tokyo-Mitsubishi UFJ, Ltd. | BOTK JP JT |
| 32 | The Hongkong and Shanghai Banking Corp. Ltd. | HSBC HK HH |
| 33 | The Royal Bank of Scotland PLC | RBOS GB 2L |
| 34 | United Overseas Bank Ltd. | UOVB SG SG |
| 35 | Westpac Banking Corporation | WPAC AU 2F |
| 36 | Woori Bank | HVBK KR SE |

ANNEXURE - II

TAXES AND DUTIES (GST, Indian Income Tax, etc.)

1.0 GST CLAUSE APPLICABLE FOR INDIGENOUS BIDDERS/PORTION:

- 1.1** The quoted price(s) shall be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/ UTGST applicable in case of interstate supply or intrastate supply respectively) and GST compensation cess, if applicable, leviable on sale of finished goods/ services.
- 1.2** Transportation charges, if applicable, up to respective project sites shall be exclusive of GST.
- 1.3** Site work prices, if applicable, shall be inclusive of all taxes and duties except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
- 1.4** Prices of per diem supervision charges, training/AMC, HAZOP Study, etc. (as applicable) shall be exclusive of GST. However, training provided at foreign bidder's work/ training facilities in any territory other than India, GST as applicable shall be paid by Owner on RCM basis.

1.5 TAX CLAUSES

- 1.6** It would be the responsibility of the supplier/ contractor to get registration with the respective Tax authorities under provision of GST. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice in a GSTN (Goods & Services Tax Network) acceptable format indicating details elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid GSTN number along with NALCO's GSTN number as applicable for particular supply on all invoices raised on NALCO under GST Regime. The supplier/ contractor to submit self-attested copy of such registration certificates and the supplier/ contractor will be responsible for procurement of goods/ services in its own registration (GSTN)
- 1.7** Supplier/Contractor shall be required to issue tax invoice in the form and manner prescribed under GST Act read with Rules thereunder including E-Invoicing provisions so that input tax credit under GST can be availed by OWNER. If the supplier/ contractor fails to provide the Tax Invoice/E-Invoice in the form and manner prescribed under the GST act read with GST invoicing rules thereunder, OWNER shall not be liable to make any payment on account of GST against such invoice.
- 1.8** In case supplier/ contractor is not subject to E-Invoicing provisions under the GST Laws as amended from time to time, then a declaration to this effect shall be furnished by the supplier/ contractor along with the Invoice.
- 1.9** GST shall be paid to supplier/ contractor against receipt of Tax Invoice/ E-Invoice and on auto-population of input tax credit on GSTN portal. In case of non-receipt of Tax Invoice/E-Invoice and/or non-auto-population of input tax credit on GSTN portal, Owner shall withhold the payment of GST, which shall be released upon availability of input tax credit on GSTN portal
- 1.10** The contractor would be liable to reimburse or make good of any loss/ claim/ interest/ penalty by NALCO towards tax credit rejected/ disallowed/ denied/ delayed by any tax authorities to Owner or any interest/ penalty is charged to Owner due to any non-compliance/ delayed compliance by the supplier/ contractor under the GST Law (including

but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier/ contractor or non-updating of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to NALCO), due to non-deposit of taxes. In case, contractor does not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery by way of adjustment from the next invoice, encashment of BG or by way of any other means either of same project or any other project of the Owner.

- 1.11** Tax element on any Debit Note/ Supplementary invoice, raised by the contractor will be reimbursed by NALCO if the same is within the permissible time limit as per the respective taxation laws and permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the statutory returns as may be prescribed from time to time.
- 1.12** The contractor will be under obligation for quoting/ charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by NALCO.
- 1.13** In case of any Advance including Mobilization/ Secured/ Other Advance is granted to supplier/ contractor as per the provisions of Contract, then the supplier/ contractor shall issue a Receipt Voucher along with Proforma Invoice in the form and manner prescribed under GST Act read with Rules.
- 1.14** In case, NALCO's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by NALCO by issuance of suitable credit note to NALCO. In case contractors do not issue credit note to NALCO, NALCO would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
- 1.15** NALCO shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 46 of the CGST Rules 2017 and respective states Act and Rules.
- 1.16** To enable NALCO to avail of ITC, the contractor/supplier shall furnish/submit any, and all certificates, documents and declarations as required by NALCO to avail of the ITC with respect to GST reimbursed by NALCO on materials sold to NALCO.
- 1.17** The HSN Code under which the goods/service will fall should be clearly mentioned along with the Rate at the time of submission of invoice for releasing payment.
- 1.18** In case NALCO cannot take Input Tax Credit due to any noncompliance/ default/ negligence of the seller, the same shall be recovered from the pending bills/ dues (including security deposit, BG etc.).
- 1.19** Seller shall be responsible to indemnify NALCO for any loss, direct or implied, accrued to NALCO on account of supplier's failure to discharge his statutory liabilities like paying taxes on time, filling appropriate returns within the prescribed time etc.
- 1.20** Any benefit by way of reduction in rate of tax or increase in input tax credit arising due to introduction of GST/revision in GST rates, shall be passed on to NALCO through reduction in supply value by way of commensurate reduction in Bill value.
- 1.21** GST payable under reverse charge for specified services/ goods under GST Act read with Rules thereunder, if any, shall not be paid to the supplier/ contractor but will be directly deposited by Owner to the appropriate Government Tax Authority. If the same has already

been reimbursed/ paid to the supplier/ contractor for any reason whatsoever, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/payable by Owner to supplier/ contractor.

- 1.22** Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the government on which interest/ penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to Owner, then Owner shall be entitled to deduct/ set off/ recover such amount against any amounts paid/ payable by Owner to contractor/ supplier.
- 1.23** TDS under GST, if applicable shall be deducted from supplier/ contractor bills at applicable rates and a certificate as per rules for tax so deducted shall be provided to supplier/ contractor.
- 1.24** The supplier/ contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the supplier/ contractor shall avail itself and pass on benefits of all exemptions/ concessions available under applicable tax laws.
- 1.25** In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "Covered under GST Composition Scheme" in column for GST of relevant price schedule(s). In case subsequently such bidder gets covered under regular GST regime, the prices including GST under regular GST regime shall not exceed the prices quoted by the bidder under composition scheme.
- 1.26** Owner prefers to deal with registered supplier/ contractor of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting bid, their prices will be loaded with applicable GST while evaluation of bid as per evaluation methodology of tender document. However, where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- 1.27** Tax deduction at source (TDS) under GST: As per section 51 of CGST Act 2017, Nalco shall deduct TDS as applicable at time of payment.
- 1.28** In case of foreign bidders, for supervision/ site-work/ training, services provided by foreign bidder at project site, GST shall be paid by Owner directly to appropriate Government Tax Authorities, under Reverse Charge Mechanism, if applicable and prices of such services will be loaded with applicable GST while evaluating bid.
- 1.29** Bidder will be required to quote applicable tax rate (along with applicable HSN/SAC Code) as per provisions of GST Laws for all the line items forming part of the enquiry. Any higher rate of tax invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clauses) shall be adjusted in basic price.
- 1.30** E-way bills shall be issued directly by supplier/ contractor in all cases except in cases of direct imports by Owner where E-way bill shall be issued by Owner.
- 1.31** In case of applicability of any recovery as per provisions of the contract, Owner shall raise Invoice on supplier/ contractor after charging GST at applicable rates as per prevailing provisions of GST Laws.

2.0 IMPORT DUTIES

2.1 Direct supplies by foreign supplier where, Owner becomes consignee

- 2.1.1** Consignee shall be Owner, bill of entry shall be filed by Owner, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess, etc. as applicable in India shall be paid by Owner.

2.2 Imported supplies by Indian/ Foreign suppliers/ Contractors as built in import content where goods are cleared by filing into Bill of Entry in the name of Owner (due to applicability of any Concessional rate or any other custom duty related schemes).

- 2.2.1** High seas sale shall be effected between supplier/ contractor and Owner.
- 2.2.2** Bill of entry shall be filed in the name of Owner by supplier/ contractor, all import duties, Social Welfare Surcharge, IGST and GST Compensation Cess, etc. as applicable in India shall be discharged by Owner.
- 2.2.3** Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall not be included in the quoted prices by the bidder. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges, etc. incurred in India in respect of any imported goods shall be to supplier's/ contractor's account.
- 2.2.4** Bidder to indicate CIF value of built-in import content and applicable merit rate, Social Welfare Surcharge on custom in the relevant price schedule.
- 2.2.5** The supplier/ contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials
- 2.2.6** If the total custom duties (BCD, SWS & IGST) paid or payable on the import of goods into India exceeds the total value thereof calculated as per the CIF value and rates indicated by supplier/ contractor as above as increased or decreased for any increase or reduction in applicable rates or CIF valuation, the Supplier/ contractor shall pay and bear and/or reimburse to the Owner such excess custom duties.

2.3 Imported supplies by Indian suppliers as built in import content where Suppliers/ Contractors will become consignee of the goods or by filling Bill of Entry for Home consumption

- 2.3.1** Custom duties, Social Welfare Surcharge, IGST, GST Compensation Cess, etc. as applicable in India on the imported materials shall be included in the quoted prices by the bidder (considering the input tax credit of IGST, GST Compensation Cess on imported material) and supplier/ contractor shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbor dues/ pilotage fees, port fees, wharfage, unloading costs, demurrage charges, etc. incurred in India in respect of any imported goods shall be to supplier's/ contractor's account.
- 2.3.2** Bidder to indicate, in relevant price schedule, CIF value of built-in import content and applicable concessional rate of basic custom duty, Social Welfare Surcharge on custom duty (considering the input tax credit of IGST, GST Compensation Cess on imported material) included in quoted price, in the price schedule.
- 2.3.3** In case merit rate of custom duty is applicable and bids are invited on the basis of same, however at a later stage concessional rate of custom duty becomes applicable, concessional certificate shall be issued towards import of material against the advance request submitted by the domestic bidder and the differential custom duties between concessional rate and quoted merit rate of custom duty by supplier/contractor shall be passed on to the Owner or it shall be recovered by the Owner from the supplier/contractor's invoice.
- 2.3.4** The supplier/ contractor shall be responsible for and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. import of the goods and materials.

- 2.3.5** If bidder does not furnish built in CIF value and rates of custom duty, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.
- 2.3.6** If custom duty rate actually paid on import of materials and components is found to be lower than the quoted rate of custom duty, then benefit of the same shall be passed on to the Owner.
- 2.3.7** If bidder has considered Import Duty other than Merit Rate of Import Duty, then statutory variation on the Import Duty shall be payable extra on the Merit Rate of Import Duty or the rate of Import Duty considered by the bidder, whichever is lower.
- 2.3.8** In case, no import is made for execution of the order, clauses related to Imports will not be applicable.

2.4 General points:

- 2.4.1** In case Owner is exposed to any penal action, interest/ penalties by the custom authorities for incorrect declaration and/or valuation of the goods or material by the supplier/ contractor, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by supplier/ contractor, the supplier/ contractor shall indemnify and hold harmless the Owner for any and all costs, expenses or losses suffered or incurred by Owner in this regard
- 2.4.2** If bidder intends to source import of goods from a country with which India has Free Trade Agreement (FTA) or Comprehensive Economic Partnership Agreement (CEPA) or any such multi-lateral/ bi-lateral Agreement or Treaty with India or under Generalized System of Preference (GSP); or under any other notification (allowing lower rate of custom duty), then the bidder is advised to ascertain and confirm its applicability along with supporting documents in the bid and ensure that conditions of such agreement/ treaty, etc. are strictly complied with.
- 2.4.3** The bidder shall be liable to provide all documentation to ensure availing of the exemption/ waiver. In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
- 2.4.4** Any additional custom duty applicability on account of incorrect classification/ invoicing by the bidder, disallowing lower rate of custom duty/ CEPA/ FTA/ multi-lateral/ bi-lateral trade agreement, shall be to bidder's account.
- 2.4.5** Documentation to be furnished for availing the exemption/ waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.
- 2.4.6** Owner will not bear any liability towards payment of Safeguard Duty, Anti-Dumping Duty, Protective Duty and applicable IGST including GST Cess on same or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by Government under Customs Tariff Act, 1975.
- 2.4.7** In case custom duty rate as quoted by foreign bidder is less than Actual rate applicable on due date of submission of last price bid and payment of custom duty is on Owner's Account, differential amount on account of above-mentioned rate variation will be recovered from foreign bidder.

3.0 INCOME TAX

3.1 Foreign supervisors/ suppliers/ contractors

- 3.1.1** The quoted prices of site work, contracts and other services of foreign supplier/ contractor shall be "**gross of Income Tax**" i.e., **inclusive of Indian income tax** at the applicable prevailing rate as per Double Taxation Avoidance Agreement (DTAA)/ Indian Income Tax Act & Rules there under. Owner shall deduct withholding tax at source (TDS) as applicable while making payments against each invoice. Certificate for Tax Deducted at Source (TDS) shall be provided by the owner to the supplier/ contractor. The Indian Income Tax on site work, contracts and other services of foreign supplier/ contractor shall be quoted separately by the bidder at the prevailing rate.
- 3.1.2** In case foreign bidder quotes Prices of site work, contracts and other services "**net of Income Tax**" i.e., **exclusive of Indian income tax**, Owner shall deposit TDS as applicable after grossing up the sums due while making payments against each invoice at the applicable prevailing rate as per DTAA/Indian Income Tax Act and Rules thereunder. While evaluating, the quoted price shall be loaded, after grossing up applicable prevailing rate as per DTAA/ Indian Income Tax Act & Rules there under.
- 3.1.3** Foreign bidder shall furnish the information required in line with the prevalent provisions of Indian Income Tax Act read with rules thereunder including, but not limited to, Tax Residency Certificate (TRC), Form 10F under Indian Income Tax Act, No Permanent Establishment (No PE) declaration, Permanent Account Number (PAN) in India, if available.
- 3.1.4** Failing to provide above documents/ information, tax will be withheld at rates applicable as per the provisions of Indian Income Tax Act, 1961 read with rules thereunder and the benefit of reduced rates will not be given.
- 3.1.5** For the purpose of bid evaluation, if the non-resident is unable to obtain & submit Tax Residency Certificate to the Owner within a reasonable time, the bidder should furnish Form 10F, along with an undertaking to the effect that the bidder is a tax resident of (the specified country) and that they shall obtain and provide the Tax Residency Certificate (TRC) to the Owner before 30 days of submission of first Invoice by them or within 3 months from the date of entering into contract, whichever is earlier. However, payments shall be released only after submission of all the documents.
- 3.1.6** In case of site work, contracts and other services with term exceeding one financial year, the relevant documents like TRC, Form 10F, No PE, etc. as applicable, as per Income Tax Act, 1961 must be submitted at the beginning of each financial year and the Owner will not bear additional tax liability (if any) arising from non-submission of documents.
- 3.1.7** The bidder shall be liable to intimate the subsequent changes (if any) to the information submitted against any of the above particulars, along with full details.
- 3.1.8** In addition to the above particulars, the bidder should also provide any other information as may be required at a later stage for determining the taxability of the amount to be remitted to the non-residents.
- 3.1.9** In case, any additional tax liability arises on the Owner due to any action of bidder like delay in submission/ non-submission of information/ documents required as above or change in residential status post submission of documents or change in any document (like TRC, Form 10F, etc.) after its submission shall be recovered from the supplier/ contractor.
- 3.1.10** In the cases where Owner deposits TDS as applicable after grossing up the sums, and the Foreign Vendor avails any tax benefit/ concession against this TDS, the benefit shall be passed on to Owner and a declaration to this effect shall be submitted by the Vendor along with the invoice.

3.2 Indian resident supervisors/ suppliers/contractors

- 3.2.1** Prices for supply and services of Indian suppliers/ contractors shall be inclusive of income tax.

3.2.2 Tax shall be deducted at source (TDS) by Owner on all sums due to supplier/ contractor in accordance with the provisions of Indian Income Tax act read with rules thereunder as in force at the relevant point of time.

3.2.3 Owner shall issue a Tax Deduction Certificate to the supplier/ contractor evidencing the tax deducted or withheld and deposited by Owner on payments made to the supplier/ contractor to enable the supplier/ contractor to claim the credit of Tax deducted by Owner.

3.3 INCOME TAX (General Points)

3.3.1 The supplier/ contractor shall also be responsible for ensuring compliance with all applicable provisions of the Direct Tax Laws of India including, but not limited to, the filing of relevant Tax Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities/ liabilities under such laws in relation to or arising out of the Contract. For the lapses/ failure, if any, on the part of the supplier/ contractor and consequential penal action taken by the Income Tax department, Owner shall not take any responsibility whether financial or otherwise and shall be indemnified by the supplier/ contractor.

3.3.2 The Indian Income Tax Act and Rules made thereunder contains provisions permitting deduction of tax at source (TDS) at lesser rate if the supplier/ contractor can justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made must be deposited by the Owner with the Income Tax Authorities in India and will not be adjustable by the Owner. It is therefore in the interest of the supplier/ contractor that prior to release of any payment due to the supplier/ contractor under the Contract that the supplier/ contractor obtains from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction/ withholding of Income tax at source, failing which, payment to the supplier/ contractor shall be made by the Owner after withholding/ deduction at the rate as may be applicable to the supplier/ contractor as per provisions of Income Tax Act, 1961.

3.3.3 TDS on interest recovered on Mobilization/ Other Advance will be deposited by the supplier/ contractor and same would be reimbursed by the Owner against submission of Form-16A (TDS certificate).

4.0 INVOICING METHODOLOGY w.r.t. TAXATION

4.1 In case of domestic/ foreign PO's (other than 2 below), Invoice/ E-Invoice shall be raised by the supplier/ contractor in the name of Owner and consignee shall be Owner.

4.2 In case of package MR's (where title transfer or take over is envisaged to take place at site after completion of site work) and tenders, supplier/ contractor shall bring material at project site in their own name and they themselves shall be consignee. As per provisions of contract between Owner and supplier/ contractor, Invoice/ E-Invoice shall be raised by supplier/ contractor to Owner after charging GST.

5.0 APPLICABILITY OF TAX CREDIT

5.1 Input Tax Credit (ITC) on account of GST is available to Owner except for goods and/or services falling under section 17(5) of CGST Act where input tax credit is not available.

6.0 EVALUATION METHODOLOGY w.r.t. TAXES

Following shall be loaded for evaluation:

6.1 Applicable Custom Duty, Social Welfare Surcharge, etc. (excluding IGST & GST Compensation Cess (if applicable) on imported material which shall be dealt as per bid evaluation methodology) shall be loaded for price bid evaluation in respect of supplies for which bill of entry has to be filled by Owner.

6.2 GST on which input credit is not available to Owner including GST Compensation Cess (if applicable).

6.3 Applicable Income tax after grossing up, in case foreign bidder quotes prices 'net of taxes'.

7.0 TAXATION TERMS FOR INDIAN SOURCED SUPPLIES (Applicable in case of foreign supplier)

7.1 Shall be the same as applicable for Indian bidders.

8.0 STATUTORY VARIATION (IN CASE OF MRS & TENDERS)

No variation on account of taxes and duties, statutory or otherwise, shall be payable to Supplier/ Contractor except for the following:

8.1 GST: If after the due date of submission of last price bid and up to the contractual delivery/ completion period, any increase/ decrease occurs in the applicable rate of GST, the variation in such GST shall be to Owner's account and shall be adjusted (increase/ decrease) to/ from the Supplier's/ Contractor's invoices based on the documentary evidence. Any increase in GST after the contractual delivery/ completion period shall be to Supplier's/ Contractor's account. However, any decrease in the rate of GST shall be passed on to Owner.

8.2 Basic Custom Duty (BCD) & Social Welfare Surcharge (SWS): If after the due date of submission of last price bid and up to the contractual delivery/ completion period, any increase/ decrease occurs in the applicable rate of BCD & SWS on materials imported, the variation in such BCD & SWS shall be to Owner's account and shall be adjusted (increase/ decrease) to/ from the Supplier's/ Contractor's invoices based on the documentary evidence. Any increase in rate of BCD & SWS on materials imported after the contractual delivery/ completion period shall be to Supplier's/ Contractor's account. However, any decrease in the rate of BCS & SWS on materials imported shall be passed on to Owner.

Note: Indian supplier/ contractor to consider input tax credit of IGST & GST Compensation Cess if any (in case of import of raw Materials/ components) in their quoted prices. Hence, Statutory variations on same in case of imported materials from outside India in Supplier's/ Contractor's name (i.e., for Indian Bidders) shall be to Supplier/ Contractor account.

8.3 Any new output taxes, duties, cess, levies notified or imposed after the due date of submission of last price bid but up to the contractual date of delivery/ completion shall be to Owner's account. These shall be reimbursed against documentary evidence. However, in case of delay attributable to supplier /contractor, any new output taxes, duties, cess, levies notified or imposed after Time for Completion, defined as above, shall be to supplier's/ Contractor's account.

Note: Contractual delivery/ completion period shall include extended contractual delivery/ completion period for the reasons attributable to Owner or due to Force Majeure condition.

9.0 TAX INDEMNITY

9.1 Any omission/ errors of interpretation of applicability of taxes, duties, cesss and levies, whatsoever named, howsoever named, as are payable to any government, local or statutory authority in India or in any country other than India by the supplier/ contractor shall be to supplier's/ contractor's account.

9.2 If any fine/ penalty/ any other levy is required to be met by the Owner arising of any non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be

recovered from any amount payable to the supplier/ contractor under this contract or under any other contract of the Owner.

- 9.3** If any tax is paid/ required to be paid by supplier/ contractor in pursuance of any demand of any law enforcement agency/ Tax Authority on account of non-compliance/ fault/ fraud/ willful suppression/ misstatement of facts/ information/ documents, whatsoever, of any applicable laws of India or any country other than India by the supplier/ contractor/ their personnel/ sub-contractors/ agencies, the same shall be to supplier's/ contractor's account only.

ANNEXURE - III

1.0 ARBITRATION:

In continuation to sl.no. 22 of 'Standard Terms and conditions of Purchase – Indigenous', the following shall also append.

1.1 Settlement of Disputes

1.1.1 Amicable Settlement: -

If any commercial dispute, other than those where the decision of NALCO/EIC/MIC is final and binding as per the contractual terms, whatsoever arises between NALCO and the Contractor/Vendor in connection with or arising out of the Service Contract/ Work Order/Purchase Order, as the case may be, including without prejudice to the generality of the foregoing, any question regarding its existence, interpretation, validity or termination, or the execution of the Contract, whether during the progress of the Contract or after its completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall resolve such dispute or difference by amicable settlement. If the parties fail to resolve such dispute or difference by amicable settlement, then the dispute may be settled through Mediation by High Level Committee/ Arbitration/ other remedies available under the applicable laws.

1.1.2 Resolution of Dispute by Mediation through High Level Committee (HLC):-

If the parties fail to resolve a dispute or difference by amicable settlement, such dispute or difference, if the parties agree, may be referred to Mediation for settlement and the same shall be guided by the provisions of The Mediation Act, 2023 or any other applicable law for the time being in force & amendment thereof.

1.1.2.1 Invitation for Mediation: -

- (i) A party shall notify the other party in writing about the dispute or difference it wishes to refer for Mediation within a period of 30 days from the date of failure to resolve the same through amicable settlement. Such notice for Mediation shall contain sufficient information relating to the dispute and the precise claim (monetary and/or declaratory) to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.
- (ii) Upon the receipt of the notice for Mediation from a party, the other party shall intimate its stand and counter claim, if any, within a period of 30 days from the date receipt of such notice and both the claim and counter claim, if any, will be referred for Mediation.
- (iii) The parties shall file their claim and counterclaim in the following format.

- a. Chronology of the dispute
- b. Brief of the contract
- c. Brief history of the dispute
- d. Issues

| Sl. No. | Description of Claims / Counter claims | Claim Amount in INR | Relevant Contract Clause |
|---------|--|---------------------|--------------------------|
| | | | |
| | | | |

- e. Details of Claim(s)/ Counter Claim(s)
 - f. Basis/ Ground of claim(s) / counter claim(s) along with relevant clause of contract.
- Statement of claims shall be restricted to maximum limit of 20 pages.

- (iv) If no reply/ response is issued within 30 days of the date of receipt of notice to refer to the dispute or difference for Mediation, the Mediation shall be treated as stands failed.

1.1.2.2 Mediation:

- (i) Subject to the provisions of The Mediation Act, 2023 or any other applicable law, where notice for Mediation has been issued and responded to under Clause 1.2.1 hereinabove, the dispute or difference will be referred to a High-Level Committee (HLC) to be constituted by CMD, NALCO, for settlement through Mediation. The constitution of the HLC by the CMD, NALCO will be as per the guidelines detailed in clauses 1.2.2 (ii) to 1.2.2 (iv).
- (ii) HLC will be a committee comprising of three members, who are eligible as per clause 1.2.2 (iii). However, there will be single-member HLC for disputes involving claim and counter claim (if any) up to INR. 1 crore. CMD will have authority to reconstitute an HLC filling any vacancy. The party invoking mediation shall propose names of mediators who are eligible as per clause 1.2.2 (iii) hereinbelow, for consideration by the CMD, NALCO. The number of names proposed should be twice the number of mediators in the HLC which will be formed.
- (iii) The persons eligible for consideration to be members of the HLC shall be either Retired High Court Judges, or, Retired Civil Servants of Govt. of India not below the rank of Additional Secretary, or, Retired Chairman/ Chairman Cum Managing Directors/ Managing Directors/ Directors of any Maharatna/ Navratna CPSEs in India other than NALCO Ltd., who is/are registered as mediator with the Mediation Council of India, or is/are empaneled as Arbitrator with the Delhi International Arbitration Centre/ Orissa High Court Arbitration Centre/ IIAC/ Indian Council of Arbitration.
- (iv) The persons selected as a mediator/ member of the HLC shall disclose in writing to the parties regarding any circumstance or potential circumstance, personal, professional, financial, or otherwise, that may constitute any conflict of interest or that is likely to give rise to justifiable doubts as to his/her independence or impartiality as a mediator. The said disclosure is required to be given by the mediators prior to the conduct of mediation. Further, during the mediation, the mediator/ member of the HLC shall, without delay, disclose to the parties in writing any conflict of interest that has newly arisen or has come to his/her knowledge that is likely to give rise to justifiable doubts as to his independence or impartiality as a mediator/ member of the HLC.
- (v) Upon disclosure under 1.2.2(iv), if either party desires to replace any member of the HLC or in the event of death/ incapacity/ withdrawal by any of the mediator from the HLC, then, the HLC will be reconstituted following the process as given above.

1.1.2.3 Proceedings before HLC:

- (i) On constitution of the HLC, along with the intimation regarding the constitution of the HLC, its members will be furnished with the information relating to the dispute and the precise claim (monetary and/or declaratory) as well as stand and counter claim of the respective parties. The HLC will convene its meeting at the earliest, but not later than 30 days of its constitution. The HLC shall be provided with all necessary inputs, clarifications etc. by both the parties. Thereafter, the HLC shall assist the parties in an independent, neutral and impartial manner in their attempt to reach an amicable settlement of their dispute. The HLC shall always be guided by the principles of natural justice, objectivity and fairness and protect the voluntariness, confidentiality and self-determination of the parties, and maintain the standards for professional and ethical conduct as may be specified. The HLC shall be free to decide the process and procedure to be adopted for mediation and the same shall be subject to due consent of both the parties.
- (ii) In case of 3 members HLC, 2 members will constitute a valid quorum, and the meeting can take place to proceed in the matter after seeking consent from the member who is not present.
- (iii) The HLC shall attempt to facilitate voluntary resolution of the dispute by the parties and communicate the view of each party to the other to the extent agreed to by them, assist them in identifying issues, advancing better understanding, clarifying priorities, exploring areas of settlement and generating options in an attempt to resolve the dispute expeditiously, emphasizing that it is the responsibility of the parties to take decision regarding their claims. The HLC shall only facilitate the parties in arriving at a decision to resolve a dispute and shall not impose any settlement nor give any assurance that the mediation may result in a settlement.
- (iv) The parties shall be represented by their respective authorized representatives, who will produce proper Letters of Authority before the HLC. No party shall be allowed to bring any advocate or outside consultant/advisor/agent. However, subject to the discretion of the

parties, the ex-employees of parties may represent their respective organizations if they were the Manager-in-Charge/Engineer-in-Charge/Dealing Officer of the contract at the time of dispute/cause of action. Parties shall not claim any interest on claims/ counterclaims from the date of notice invoking Mediation till execution of settlement agreement, if so arrived. In case parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Mediation till the date HLC submits the non-settlement report and 30 days thereafter in any further proceeding.

- (v) HLC will conclude its proceedings in maximum 10 meetings and give its recommendations within 120 days from the date fixed for the first appearance before the HLC. If required, the parties may agree to extend the period of mediation for a further maximum period of 60 days. HLC will submit draft settlement agreement containing its recommendations to both the parties on possible terms of settlement. If the parties accept the draft settlement agreement of the HLC, then the settlement agreement will be executed by both parties with all HLC members as witnesses. However, in case parties do not accept, then HLC will submit the non-settlement report.
- (vi) If the draft Settlement Agreement shared by HLC is acceptable to both the parties, the same will be signed within 15 days of acceptance and the same shall be authenticated by all the HLC members as witnesses. The acceptance/rejection is to be communicated by each party to other and to the HLC within 45 days of receipt of the draft settlement agreement from HLC. After signing, the settlement agreement shall be final and binding to both the parties and thereafter there will be absolute bar for initiating arbitration. In case of non-agreement/non-acceptance of the draft settlement agreement, the HLC shall submit a non-settlement report to both the parties and the mediation proceedings shall stand terminated from the date of receipt of the said non-settlement report.
- (vii) The venue of the HLC meeting shall be at Bhubaneswar. All the expenditure incurred towards arrangement for the venue of the mediation proceedings and fee & expenses of the HLC members and expenses incurred towards venue shall be shared by the parties equally.

1.1.2.4 Fees & Facilities to the Members of the HLC:

The cost of Mediation proceedings including expenses towards arranging of venue of the mediation proceedings and fee & expenses of the HLC members shall be provided below:

| Sl. No. | Fees/ Facility | Entitlement |
|----------------|--|--|
| 1 | Fees | INR 20,000 per meeting to each Mediator. In addition, each Mediator to be paid INR 10,000 for attending meeting to authenticate the settlement agreement. However maximum fee shall be INR 2,10,000 per case per Mediator. |
| 2 | Secretarial expenses | INR 10,000 lump sum. |
| 3 | Transportation in the city of the meeting | Car as per entitlement or INR 2,000 per day |
| 4 | Expenses towards Venue for meeting | Venue will be NALCO conference rooms at Bhubaneswar with fooding expenses as per actuals. |
| | Facilities to be provided to | the out stationed member |
| 5 | Travel from the city of residence to the city of meeting. | Economy class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. |
| 6 | Transport to and from airport/railway station in the city of residence | Car as per entitlement or INR 3,000 |
| 7 | Stay for out stationed members | In NALCO Guest House or in hotel to be arranged by one of the parties. |

Aforesaid fees is subject to government guidelines on austerity measures, if any. All the expenditure incurred in the HLC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the HLC proceedings.

1.1.2.5 The parties shall keep confidential all matters relating to the Mediation proceedings. Parties shall not refer to or rely upon them and/or not produce them as reference/ material papers/ evidence in arbitration or court or any other proceedings.

1.1.3 Arbitration:

1.1.3.1 If the process of mediation by HLC fails to arrive at a settlement between the parties any of the party may, within Thirty (30) days of such failure, give notice to the other party of its intention to refer the dispute/difference for arbitration indicating the precise claim amount and/or relief sought, as per the conditions as stated hereinafter provided, as to the matter in dispute/difference, and no arbitration in respect of the matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration can be resorted to only in cases where the disputed amount (i.e. total amount of Claims including claims of interest, cost etc.) does not exceed ₹10 crores and is not below ₹50.00 Lacs including all types of interest, cost etc. In case the disputed amount exceeds Rs. 10 Crores or less than ₹50.00 Lacs, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than arbitration.

Since, mediation is a pre-condition for arbitration, any claim/dispute which has not been referred for mediation, shall not be referred for arbitration.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counterclaims including the Heads/Sub-heads of the Claims/ Counterclaims and the documents relied upon by the parties for their respective claims and counterclaims. The parties shall not file any documents/details of the claims and counterclaims thereafter.

(The party invoking arbitration, at the time of invocation of arbitration, along with the notice, shall submit all the details of its claims including the Heads/Sub-heads of the claims and the documents relied upon by it for its claims. On receipt of notice invoking arbitration as well as the details of the claims and the documents relied upon by the claimant for its claims, within 30 days of the receipt, the other party shall give its response to the said notice, and within 60 days shall submit its counter-claims including the Heads/Sub-heads of the counter-claims and the documents relied upon by it for its counter-claims. The parties shall not file any details of the claims and counterclaims and/or documents etc. thereafter.)

The parties hereby agree that the claims/counterclaims raised by them at the time as mentioned above shall be final and binding and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever. Where the dispute/claim is for the payment of money, no interest shall be payable on whole or any part of the money for any period between the date on which cause of action arose and the date on which the award is made.

1.1.3.2 Any dispute in respect of which, a notice of intention to commence arbitration has been given in accordance with Clause 1.3.1, shall be finally settled by arbitration.

1.1.3.3 Any dispute referred to by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by CMD, NALCO in the following manner:

- a)** On receipt of a notice of intention to commence arbitration given in accordance with Clause 1.3.1, CMD, NALCO will send, within 30 days of receipt of the notice, to the party (other than NALCO) names of three persons from the panel of arbitrators of Orissa High Court Arbitration Centre and/or Delhi International Arbitration Centre and/or Indian Council of Arbitration and/or IIAC, for the said party to choose any one of them to be the Sole Arbitrator.
- b)** The party other than NALCO on receipt of the names as mentioned at (b) above, shall select any one of the person names to be appointed as a Sole Arbitrator and communicate his name to CMD, NALCO within thirty days of receipt of the names along with written consent for agreeing to waive the applicability of Section 12 (5) of the Arbitration and Conciliation Act, 1996, conveying its agreement for appointment of Sole Arbitrator by CMD NALCO as provided under this arbitration clause.

- c) On receipt of communication as provided above, CMD, NALCO shall therefore appoint the said person as the sole Arbitrator within 30 days of receipt of the communications as mentioned at (b) above.
- d) If none of the names communicated by CMD, NALCO are acceptable to the party (other than NALCO) or the said party fails to communicate such selection as provided at (b) above within the period specified, any of the parties may approach Hon'ble High Court of Orissa at Cuttack for appointment of Sole Arbitrator under Section 11 (6) of the Arbitration and Conciliation Act, 1996.
- e) If the appointed Arbitrator dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for CMD, NALCO, to appoint another person in his place in the same manner as mentioned above. The person so appointed as Sole Arbitrator shall proceed with reference from the stage where his predecessor had left.
- f) The seat and venue of arbitration shall be at Bhubaneswar. However, if the situation so warrants venue of arbitration may be at as and where required basis and may be held at the place where the site of work is situated.
- g) The fees, expenses, if any, of the Arbitrator, expenses towards venue of arbitration shall be equally shared by the parties. The fee of the Sole Arbitrator shall be as under:
- h) The Arbitrators shall be paid fees as per the Fees prescribed in the Fourth Schedule of the Arbitration & Conciliation Act, 1996 and amendments, if any made thereof.
- i) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as below:
 - (i) 40% of the fees if the Pleadings are complete
 - (ii) 60% of the fees if the Hearing has commenced
 - (iii) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- j) Each party shall pay its share of arbitrator's fees in stages as under:
 - (i) 40 % of the fees on Completion of Pleadings
 - (ii) 40% of the fees on conclusion of the Final Hearing
 - (iii) 20% at the time when arbitrator notifies the date of final award
- k) The Claimant shall be responsible for making all necessary arrangements for the travel / stay of the Arbitrator including venue of arbitration and hearings. The parties shall share the expenses for the same equally.
- l) The arbitration shall be conducted in the English language. Arbitration proceedings can also be conducted online, as per the discretion of the Arbitral Tribunal.
- m) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties and any future interest as awarded by the Arbitrator shall not be more than 5% per annum simple interest.
- n) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

1.1.3.4 Notwithstanding the above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between NALCO and any other Central Public Sector Enterprises (CPSEs)/ Port Trusts and also between NALCO and Government Departments/ Organizations or University under the Central Government (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), NALCO and State Governments/ State PSUs/ Public authority/ Organizations or University under any State Government, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE Office Memorandum No.05/0003/2019-FTS-10937 dated 14th December, 2022 read with DPE OM No. DPE-05/0002/2023-AMRCD dated 25th July, 2024 including further DPE OMs/ clarifications and/ or any amendments relating to Administrative Mechanism for Resolution of Disputes CPSEs Disputes [AMRCD]. The decision of AMRCD on the said dispute will be binding on the parties.

1.2 Notwithstanding any reference to the Mediation or Arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- b) NALCO shall pay the Contractor any monies due to the Contractor.

1.3 Jurisdiction/ Governing Laws:

(a) Jurisdiction:

For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of the courts at Bhubaneswar in the State of Odisha (India) only.

(b) Governing Laws:

The contract shall be governed by and constructed according to the laws in force in INDIA.

ANNEXURE IV

F. No. DPE/7(4)/2017-Fin.
Government of India
Ministry of Finance
Department of Public Enterprises

Block No. 14, CGO Complex,
Lodi Road, New Delhi-110003
Dated the 24th February, 2023

To,


Chief Executives of all CPSEs

Subject:- Restrictions under Rule 144(xi) of the General Financial Rules
(GFRs), 2017 - regarding

Sir/Madam,

The undersigned is directed to reiterate the instructions as contained in
Department of Expenditure O.M. No. 7/10/2021-PPD(1) dated 23rd February, 2023
(copy enclosed) to all CPSEs for their information and strict compliance.

Encl : As stated


(Kailash Bhandari)
Deputy Director
Tel : 2436-6247

Copy to :- Shri Kanwalpreet, Director (PPD), Department of Expenditure, Room No.
264-C, North Block, New Delhi.

No.F.7/10/2021-PPD (1)
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
23.02.2023.

Order (Public Procurement No. 4)

Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

Requirement of registration:

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

Applicability:

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

Definitions:

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' 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 juridical 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.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the 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 entities 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 a 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

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) 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 juridical person(s), 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 per cent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint the 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;

(ii) 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 juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

(iii) 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 juridical 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;

(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

(v) 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.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

Sensitive Sectors/ Technologies (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

Sub-contracting in works contracts

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

Certificate regarding compliance

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

Validity of registration

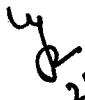
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Government e-Marketplace (GeM)

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

Model Clauses/ Certificates

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.


23/02/2023
(Kanwalpreet)
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

List of Category-I Sensitive sectors:

| Sr.No. | Sector |
|---------------|---------------------------------------|
| (i) | Atomic Energy |
| (ii) | Broadcasting/ Print and Digital Media |
| (iii) | Defence |
| (iv) | Space |
| (v) | Telecommunications |

List of Category-II Sensitive sectors:

| Sr.No. | Sector |
|---------------|--|
| (i) | Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline) |
| (ii) | Banking and Finance including Insurance |
| (iii) | Civil Aviation |
| (iv) | Construction of ports and dams & river valley projects |
| (v) | Electronics and Microelectronics |
| (vi) | Meteorology and Ocean Observation |
| (vii) | Mining and extraction (including deep sea projects) |
| (viii) | Railways |
| (ix) | Pharmaceuticals & Medical Devices |
| (x) | Agriculture |
| (xi) | Health |
| (xii) | Urban Transportation |

List of Sensitive Technologies:

| Sr.No. | Sensitive Technologies |
|---------------|--|
| (i) | Additive Manufacturing (e.g. 3D Printing) |
| (ii) | Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems) |
| (iii) | Any technology used for uploading and streaming of data including broadcasting, satellite communication etc. |
| (iv) | Chemical Technologies |
| (v) | Biotechnologies including Genetic Engineering and Biological Technologies |
| (vi) | Information and Communication Technologies |
| (vii) | Software |

Competent Authority and Procedure for Registration

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
 - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
 - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
 - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

Special Cases

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) 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 on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same 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 juridical 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 (or entity) 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 entities 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 a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical 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 per cent. 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 juridical person, has ownership of entitlement to more than fifteen percent of capital or profits 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 juridical 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 dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Model Certificate for Tenders:

"I have read the clause regarding restrictions 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 from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting:

"I have read the clause regarding restrictions 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 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 fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Model additional certificate by Bidders in the cases of specified ToT:

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."

OR

"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

ANNEXURE V

No.F.20/33/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

513, Lok Nayak Bhavan,
Khan Market, New Delhi,
25.05.2023

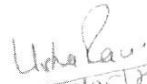
OFFICE MEMORANDUM

Subject: Exemption for sourcing of Solar PV Modules from the provisions contained in the Department of Expenditure's Orders regarding restriction under Rule 144 (xi) of General Financial Rules, 2017-reg.

The undersigned is directed to refer Ministry of New & Renewable Energy (MNRE) OM No. 283/60/2020-GRID SOLAR-Part(3) dated 22.05.2023 vide which MNRE has requested for inclusion of Solar PV Modules in the list of items mentioned in DoE's OM of even number dated 04.08.2022. (copy enclosed)

2. In this context, it has now been decided that procurement of Solar PV Modules by Central Public Sector Enterprises (CPSEs), required for their business activities involving setting up of renewable energy projects, has also been exempted from the provisions of Department of Expenditure's OM No. 6/18/2020-PPD dated 23.07.2020 under Rule 144 (xi) of the GFRs, 2017 (amended vide OM No. 07/10/2021-PPD(1) dated 23.02.2023), upto 31.12.2024.

3. This is issued with the approval of Finance Secretary.


25/05/2023
(Usha Rani)

Under Secretary(Procurement Policy)

Tel.24621304

email: usha.rani64@gov.in

To

Sh. Bhupinder Singh Bhalla,
Secretary,
Ministry of New & Renewable Energy,
Room No.102, Block No.14, C.G.O. Complex,
Lodhi Road, New Delhi - 110 003.
Tel.: 24361481, 24362772; email: secy-mnre@nic.in

Copy to: Secretary Department of Public Enterprises with a request to reiterate the above instructions to CPSEs.

No F 20/33/2022-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

264-C, North Block, New Delhi.
4th August, 2022.

OFFICE MEMORANDUM

Subject: Granting of exemption from the applicability of Department of Expenditure (DoE) OM No. 6/18/2019-PPD dated 23.07.2020 w.r.t. restriction under Rule 144 (xi) of General Financial Rules (GFRs), 2017.

The undersigned is directed to refer Ministry of New & Renewable Energy (MNRE) OM F.No.283/60/2020-GRID SOLAR-Part(3) dated 25.07.2022 and to the deliberations of the Committee of Secretaries, and to convey that it has been decided to grant exemption to Central Public Sector Enterprises (CPSEs) from the provisions of Department of Expenditure's OM No. 6/18/2020-PPD dated 23.07.2020 under Rule 144 (xi) of the GFRs, 2017, upto 31.12.2024, for the following items, required for their business activities involving setting up of renewable energy projects:

| SN | Items |
|----|--|
| 1. | Solar PV Cells, Glass, Wafers, EVA, Backsheet, Frames. |
| 2. | Inverters |
| 3. | Trackers |
| 4. | Battery Energy Storage System Components [Cells, Battery Packs, Power Conditioning System] |

2. This is issued with the approval of competent authority.


Kanwalpreet
Director (Procurement Policy)
Tel.: 23093811
email: kanwal.irss@gov.in

To
Shri Indu Shekhar Chaturvedi, Secretary,
Ministry of New & Renewable Energy,
Room No 102, Block No.14, C.G.O. Complex, Lodhi Road,
New Delhi - 110 003.
Tel.: 24361481, 24362772; email: secy-mnre@nic.in

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS



**NTPC Vidyut Vyapar Nigam Limited
(A wholly owned subsidiary of NTPC
Ltd.)**

Index

| Sl. No. | Description | Reference |
|---------|---|--------------|
| 1. | Project Specific details | Annexure-A |
| 2. | Location & site details | Annexure-A1 |
| 3. | Losses for Desired CUF | Annexure-A2 |
| 4. | Drawings to be Submitted for Approval | Annexure -A3 |
| 5. | Scope of work | Schedule-A |
| 6. | O&M Guidelines | Schedule-B |
| 7. | Technical specifications | Schedule-C |
| 8. | PERFORMANCE GUARANTEE TESTs | Schedule-D |
| 9. | Remote Monitoring System | Schedule-E |
| 10. | Quality Certification, Standards and Testing for Grid-Connected Solar PV Systems/Power Plants | Appendix-1 |
| 11. | Sample Project Completion Report for Grid-Connected Rooftop | Appendix-2 |
| 12. | Inspection and maintenance schedule | Appendix-3 |
| 13. | Monthly O&M report | Appendix-4 |
| 14. | Additional Requirement for Ground Mounted (if applicable) | Appendix-5 |

PART-A

Annexure-A

| Particulars | Description |
|--|--|
| Brief scope of works | Design, Engineering, Supply, Install and Operate Rooftop Solar Photo Voltaic (PV) Project at various premises / buildings as mentioned in Annexure A1. |
| Name of premises / locations along with CUF and capacity | As Per Annexure-A1. |
| Contract period for completion of facilities | 9 months |
| O&M Period | 5 Years from the date of Completion of Facilities. Cleaning of solar panels shall be done at least 3 times in a month. |
| Supply of mandatory spares / Recommended spares | Not required |
| Requirement of site survey | Mandatory |
| Milestone schedule | Annexure A2 |
| Drawings | Indicative list of drawings to be submitted is as Annexure A3 |
| Electrical Interconnection Details | |
| Evacuation Voltage | As per State solar policy/SERC/ STU / Discom |
| Power for Construction | Construction power will be provided at one point of each location. Necessary arrangement including cabling, metering, etc. to draw power at required locations shall be done by bidder within the quoted price. The energy consumed shall be chargeable as per discom / NALCO rates. |
| Water | Water shall be provided free of cost for construction and periodical cleaning of modules at one point of each location. Additional connection points may also be allowed subject to feasibility. However necessary arrangement including pipe laying, pumping, metering, etc. to draw water at required locations shall be done by bidder within the quoted price. |
| Access to Roofs | Bidder has to make permanent MS ladders at buildings wherever access to the Rooftops is not available. |
| Performance Parameters / Guarantees | |
| Minimum values of PR | 75%. |
| GHI Values | Shall be as per PV Syst Software 7.4.5 version or latest version using Meteonorm 8.1 data. |
| Calculation of penalty in case of Shortfall of PR | In case of shortfall in PR, tariff factor is ₹ 5 /kWh and shall be calculated as stated at sl. No i in schedule -D. |
| calculation of penalty for shortfall in | In case of shortfall in annual CUF, tariff factor is ₹ 5/kWh and shall be calculated as stated at sl. No ii in schedule -D. |

| | |
|-----------------------|---|
| equipment performance | |
| Special conditions | Warrantee of 10 years from manufacturers shall be taken for solar panels, Inverters and solar meters from the date of purchase which shall not be before the date of LOA. For further details pl. refer to Schedule C. |
| | Remote Metering Facility to be provided as per Technical Specifications. |
| | At least one supervisor shall be deputed. This shall be responsible for both Damanjodi and Angul and may be stationed at any of the locations as per the job requirement. |
| | Contract shall be awarded by NALCO |
| | Payments shall be released by NALCO based on certification of milestone completion by NVVN |
| | Bidder to ensure to have statutory compliances and Licences for Electrical works related to installation of Rooftop Solar Project as per Odisha State Policy. |
| Capacity Variation | Final Capacity Variation of the Solar PV system may vary up to (+)15%/(-)30% |
| Site Visit | <p>Bidders are advised to visit the site and collect all necessary information required for installation of solar PV plants, before submission of their bids. No additional claim shall be entertained in this regard.</p> <p>For site visit Pl. coordination the below mentioned: Sh. Upendra Chandra Rav Email: nvvnreo2@ntpc.co.in Mob:+91-7982255096</p> |

ANNEXURE-A1

| S. No. | Name of Organisation | City | State | Estimated Capacity (kW _{ac}) | Desired CUF |
|--------|----------------------|-----------|--------|--|-------------|
| 1 | NALCO | Angul | Odisha | 4500 | 17% |
| 2 | NALCO | Damanjodi | Odisha | 2500 | 17% |
| | | Total | | 7000.00 | |

The minimum DC to AC ratio for the said capacity shall be 110%, however the bidder is free to install more than 110% of DC capacity in order to achieve desired CUF at P-90 generation as per PV-Syst Report.

| S. No. | Details of Losses to be taken for PV Syst Report for Achieving Desired CUF @ P90 | Loss % |
|--------|--|------------------------------|
| 1 | Soiling Loss | 2.0% (min) |
| 2 | System non-availability Loss | 1.0% (min) |
| 3 | Degradation Loss for 1 st year | 0.7 % (min) |
| 4 | AC cable loss | 2.0% (max) |
| 5 | DC cable loss | 2.0% (max) |
| 6 | PID Loss | 0.5% (min) |
| 7 | LID Loss | 2% (min) |
| 8 | Thermal Loss for GI Roof Uc Value | 20 W/m ² .K (min) |
| 9 | Thermal Loss for RCC Roof Uc Value | 29 W/m ² .K(min) |
| 10 | Loss due to auxiliary consumption | 0.75% |

Annexure -A2

| S. No. | Activities/Milestones | Period from Issuance of LoA (Days) | |
|--|---|------------------------------------|--------|
| | | Start | Finish |
| Site Enabling Works & Engineering | | | |
| 1. | Site Mobilization, Site office opening & Preparatory works | 0 | 15 |
| 2. | Basic Engineering and approval from NVVN <ul style="list-style-type: none">Solar plant LayoutMMS designSLDData sheet - Modules, Inverters and Transformers (if required)Safety plan | 0 | 30 |
| 3. | Detailed Engineering and Approval from NVVN | 15 | 45 |
| 4. | Approvals from State Utilities for connectivity & Net Metering | 15 | 45 |
| Solar Plant Works –DC Side | | | |
| 5. | Supply of Module Mounting Structures | 30 | 75 |
| 6. | Foundations & Installation of Module Mounting Structures | 45 | 90 |
| 7. | Supply of SPV Modules | 30 | 60 |
| 8. | Installation of SPV Modules | 60 | 120 |
| 9. | Supply of DC Cables | 30 | 60 |
| 10. | Laying of DC Cables | 60 | 150 |
| Solar Plant Works –AC Side | | | |
| 11. | Supply of inverters | 50 | 70 |
| 12. | Installation of inverters | 50 | 120 |
| 13. | Supply of AC cables | 50 | 120 |
| 14. | Installation of AC cables | 70 | 150 |
| 15. | Supply transformer (If required) & other electrical equipments | 50 | 120 |
| 16. | Installation of transformer (If required) & other electrical equipments | 100 | 150 |
| Miscellaneous works | | | |
| 17. | Supply of miscellaneous items viz. Lightning arrestor, Earthing system, Remote monitoring system, Module washing system, etc. | 50 | 120 |
| 18. | Erection of miscellaneous items viz. Lightning arrestor, Earthing system, Remote monitoring system, Module washing system, etc. | 100 | 150 |
| 19. | Testing of Equipment and Readiness of System | 100 | 180 |
| Commissioning and Completion of Facilities | | | |
| 20. | Netmetering/Commissioning of the system | 150 | 220 |
| 21. | Trial Run, PG test and Completion of Facilities | 220 | 270 |

Annexure A3

Indicative List of drawings to be submitted to NVVN during design of the project.

| Sl. No. | Description of Document | Purpose |
|---------|--|-------------|
| 1 | PV Syst Report | Approval |
| 2 | PV Array Layout & Inverter Location Plan | Approval |
| 3 | Single Line Diagram | Approval |
| 4 | PV Yard Earthing Layout | Information |
| 5 | GTP of PV Modules & Inverters | Approval |
| 6 | AC cable sizing calculation in MS-Excel format | Approval |
| 7 | DC cable sizing calculation in MS-Excel format | Approval |
| 8 | AC & DC cables – GTP | Approval |
| 9 | GTP of ACDB and DCDB | Information |
| 10 | String design calculations | Information |
| 11 | Module cleaning system – Layout and design | Approval |
| 12 | Design STAAD report, GA Drawing & Part Drawing for MMS | Approval |
| 13 | MMS design – calculations in Excel along with STAAD report | Approval |
| 14 | MMS – Fabrication & erection drawings | Information |

SCHEDULE-A

1. SCOPE OF WORK

The Solar Photo Voltaic (PV) installation on various premises / buildings as mentioned in Annexure A1 on shadow free area. The final plant capacity shall be as per the detailed engineering and approved design for each of the building.

Permanent MS Staircase/ladder (**MS Angle & Flats**) of minimum width 1.0m & finished with primer & weather resistant enamel paint for roof top access shall be provided for each building where the Roof Top Solar PV panels are to be installed, and roof access is not available.

- A. The bidder shall be exclusively responsible for preliminary visual assessment of roof, water & electricity arrangements, security and determining optimal capacity for setting up of Solar PV Plants and O&M activities for a period as stated in annexure-A.
- B. The project site shall be handed over to the bidder on as is where is basis. The bidder should inspect and examine the site and its surroundings and should satisfy himself as to the nature of the roof, the quantities and nature of work, materials necessary for completion of the work and their availability, means of access to site and in general shall himself obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his offer.
- C. Design, engineering, supply, civil construction, erection, testing and Commissioning of the system as per design and specifications and connecting to existing Mains / ACDB / feeder Pillars and interfacing internal electrical loads of ~~Project's License's network~~/electrical loads. The bidder would have to take approval for the interfacing of the Project with Grid/Electrical Loads from distribution licensee/ CEIG/ etc. as applicable.
- D. The bidder shall commence supply of materials/equipments only after obtaining connectivity approval from **State Transmission Utility (STU)/ DISCOM/TRANSCO/Statutory** authority as applicable, for Behind the meter connectivity. If any other additional legal and Statutory clearances are required for installation and operation of the plant in full capacity , the same shall be arranged by the bidder. Any fees related to these approvals shall be borne by the bidder. The required approvals shall include but not limited to the following:
 1. No objection Certificates (NOC) from STU (M/s OPTCL) for installation and connection of Grid Interactive Rooftop Solar installation.
 2. Renewable Energy Project Approval from RE-SNA of Odisha (OREP-2022).
 3. Approval of metering circuit including type of meter, CT, PT from State Electrical Inspectorate (CEIG) during drawing approval stage.
 4. Initial inspection and obtaining approval of energization of generating station or generating unit (including generating units producing electricity from renewable sources of energy) from RIO-East, Central Electricity Authority (CEA) as per CEA (Measures relating to Safety and Electric Supply) Regulations, 2023 before energization.
 5. Sealing of metering circuits of generating units with obtaining of sealing report from State electrical inspectorate (CEIG) before commissioning.
 6. Date of commissioning of the RE project certified by RE-SNA of Odisha if applicable.
 7. Certification of Commercial Operation Date (COD) certified by RE-SNA of Odisha.
- E. The bidder shall provide a suitable Solar PV module cleaning/ water washing system. The bidder shall also arrange water from the nearest service water line (as per existing available pressure/capacity at site) with necessary CPVC piping, pumping, metering or any other suitable arrangement and provide adequate number of waters taps with isolating valves depending on the roof area/location. Further bidder shall provide at least one portable water pressure cleaning system for any emergency.
- F. **All materials, manpower, scaffolding materials, machinery, tools, and tackles, transportation & loading/unloading, packaging and unpacking, safe storage, watch and**

ward, etc. all inclusive, shall be arranged by the bidder within the quoted price. Scope shall cover all type of transportation of materials inside the working site and manpower etc. required to execute and complete the work. Underground cabling work/Overhead lines, if required to evacuate solar project to the consumer's panels shall also be in the scope of bidder.

- G. Commissioning of the system at a premise / location shall refer to the date on which the System at that location / premise starts generating electric energy for continuous Five (05) hours using instruments and meters upto delivery point. Delivery point shall be output of the Solar meter connected to Electrical system of NALCO .
- H. "Completion of Facilities" means that the systems at Damanjodi / Angul under the contract have been successfully commissioned, PG tests conducted and put in a tight and clean condition and punch points attended and the date of commencement of Operation and maintenance period has been declared by NVVN.
- I. Obtaining approval for net metering / net billing/ Group net metering / Behind the meter. Any fee related to registration of project / NOC / from any of the state/**Central** departments and maintaining its validity throughout the O&M period shall be borne by the bidder.
- J. It should be ensured by the bidder that the roofs are not getting damaged during installation and O&M period. After installation of solar PV system, the roofs should remain waterproof as before. If any damage is caused to the roof by the bidder, the same is to be rectified immediately by the bidder within the quoted price and without any additional cost to NALCO.
- K. Lifeline: The bidder shall provide suitable lifeline arrangement on the roof as per requirement, to enable the safety of workers while working at height during erection and O&M period. The workers working at site should have passed the Vertigo test and should have undergone proper training for safe working at height, should have been trained to use safety PPEs including Safety belts with double hooking system. The bidder shall follow the safety rules of NVVN / NALCO as mentioned in Bid Document. All safety PPEs like safety shoes, helmet, belt, lifeline, fall arrester etc. are to be provided by the bidder within the quoted price.
- L. Fall arrester: As per site requirement, bidder may also have to install fall arrester and safety net to ensure safe working, the design of fall arrester and specifications of safety net to be installed shall be submitted to NVVN for review prior to start of work to ensure safety of workers during execution.
- M. Walkway: As per site requirement, the bidder must install and maintain G.I. walkway with anti-skid holes on the roof with toe guard to ensure safety during solar project work and during O&M period. The minimum width of the walkway shall be **1000 mm**. Walkway shall be installed on the rooftop before the start of solar project installation work, so that the safety of worker can be ensured and damage to roof sheet can be avoided.
- N. Bidder shall take all necessary safety measures during erection as well as during operation and maintenance including compliance to specific safety guidelines at Chapter X, sl. No 121 of CEA safety regulations 2023.
- O. Bidder has to submit the standard operating procedure (SOP) /Safety protocol before start of work for Engineer-In-Charge/NVVN authorized representative approval. Records of Toolbox Talk and Attendance of Labour shall form part of the supporting documents for claiming amount linked to safety.
- P. Insurance: In addition to the erection all risk policy bidder has to take following policies also:
 - i. Before commencement of the work, the Bidder shall ensure that all its employees and representatives are covered by suitable insurance against any damage, loss, injury or death arising out of the execution of the work. Liquidation, Death, Bankruptcy etc., shall be the responsibility of Bidder. Further the Bidder may refer to relevant clauses of GCC, SCC and the Contract Agreement of IFB.
 - ii. Bidder shall take third party liability insurance for deployed workmen, employees against

any damage, loss, injury, or death arising out of the O&M work.

- iii. The Bidder shall further take Fire and peril insurance policy covering the risk of damage, theft of material/ equipment/ properties after completion of the work(s) throughout the O&M period. The insurance shall be for the replacement value of the project to ensure guaranteed minimum generation.
- Q. Bidder also to provide comprehensive Operation and Maintenance (O&M) of the plants for a period stated in annexure-A from the date of Completion of Facilities.
- R. Warranty and guarantees: The Bidder shall also provide extended warrantee from manufacturers for Solar Modules, PCU/Inverter and Generation Solar Meter as stated in schedule C. The responsibility of operation of warranty and guarantee clauses and claims/ settlement of issues arising out of said clauses shall be responsibility of the Bidder and NVVN will not be responsible in any way for any claims whatsoever on account of the above for the period of the contract.
- S. During O&M period, the bidder shall be responsible for supply of all spare parts as required from time to time for scheduled and preventive maintenance, major overhauling of the plant, replacement of all defective equipment including defective PV Modules, Inverters, Transformers etc. and maintaining log sheets for operation detail, deployment of staff for continuous operations and qualified engineer for supervision of O&M work, complaint logging & its attending (**without any additional cost to NALCO**). All PV modules shall be cleaned regularly, and water washed at-least 3 times in a month . The Minimum Annual CUF at evacuation point/delivery point required to be achieved in the first year and subsequent years after acceptable module degradation factor are mentioned in Annexure-A in bid document.

2. SUBMISSION OF PROJECT COMPLETION REPORT (PCR)

The bidder shall submit the Project Completion Report (both in editable soft copy and signed hard copy) after commissioning of the project as per the Scope of RFS to NVVN as per the Format provided by NVVN.

This shall also include relevant technical details, warrantee/guarantee certificates along with sr. no. of models before release of final payment in a format that shall be given by Employer. For details pl refer appendix 2.

3. PROJECT INSPECTION

The project progress will be monitored by NVVN and the projects will be inspected for quality at any time during erection, commissioning or after the completion of the project either by officer(s) from NVVN or any agency/ experts designated / Authorized by NVVN from time to time. NVVN shall depute a technical person(s) from its list of empaneled experts/ agencies updated from time to time for inspection, Third party verification, monitoring of system installed to oversee, the implementation as per required standards and also to visit the manufacturer's facilities to check the quality of products as well as to visit the system integrators to assess their technical capabilities as and when required. The cost of Inspection to be carried out by NVVN shall be borne by NVVN. The cost of re-inspection, if any shall be borne by Bidder. The projects shall be inspected at any time during erection, commissioning or after the completion of the project.

4. Evacuation of power

Bidder has to terminate the solar power at existing 415 V LT Switchgear as per site requirement. In order to do that, bidder need to carry out extension of existing LT Switchgear if required.

In addition to the above, bidder has to terminate the solar power at existing 6.6 kV HT Switchgear for the proposed solar PV project of 1700 KW rooftop capacity at CPP as per site requirement if evacuation of power is not feasible with 415 V LT system. It is to be set up in the configuration of 2 x 850 KW at NALCO's CPP building if required. This capacity is to be integrated with 6.6 kV feeder with 850 KW capacity each for evacuation of Solar power with

existing 6.6 kV HT Switchgear.

All the equipment, materials and services, whether explicitly stated or otherwise and that are necessary for extension (415 V LT / 6.6 kV HT), shifting and to make the systems successful operational, shall be in the scope of the bidder only. Any civil work required at existing substation to make system successfully operational shall be in bidder's scope.

SCHEDULE-B

OPERATION & MAINTENANCE (O & M) GUIDELINES TO BE MANDATORILY FOLLOWED BY BIDDERS

- 1) The bidder shall be responsible for all the required activities for successful operation and maintenance of the Rooftop / Ground mounted solar PV system for a period of 5 years from the date of Completion of Facilities of the entire package.
- 2) O&M of Solar Power Plant shall be compliant with grid requirements to achieve committed energy generation.
- 3) Deputation of qualified and experienced engineer/ technicians during O&M as mentioned in SCC Annexure A of Technical Specifications.
- 4) The modules shall be cleaned with a periodic interval of 10 days or earlier as per actual site conditions.
- 5) Periodic checks of the Modules, PCUs and BoS shall be carried out as a part of routine preventive and breakdown maintenance.
- 6) Immediate replacement of defective Modules, Invertors/PCUs and other equipment as and when required. Supply of all spares, consumables and fixtures as required. Such stock shall be maintained for equipment and materials as per the manufacturer's / supplier's recommendations.
- 7) All the testing and metering instruments required for Testing, Commissioning shall be arranged by the bidder and will be having valid calibration certificate.
- 8) If negligence/ mal-operation on part of the Bidder's operator results in failure of equipment, such equipment should be repaired/ replaced by the Bidder free of cost.
- 9) Co-ordination with owner / DISCOM/ **STU** / CEIG as per the requirement.
- 10) Online Performance Monitoring, controlling, troubleshooting, maintaining logs & records. A maintenance record register is to be maintained by the operator with effect from Commissioning to record the regular maintenance work carried out as well as any preventive and breakdown maintenance along with the date of maintenance, reasons for the breakdown, duration of the breakdown, steps taken to attend the breakdown, etc.
- 11) The bidder shall furnish the previous month's generation data to Owner positively by 1st week of every month. The bidder shall also send the periodic plant output details to NVVN for ensuring the CUF. The periodic output report shall also include grid outage authenticated by customer and also monthly CUF and cumulative running CUF for the year.
- 12) In case of any fault in the system, the bidder has to ensure a response time of 24 hours and maximum expected turnaround time of 72 hours (under special circumstances, additional time limit may be considered).
- 13) The Operation & Maintenance (O&M) job shall be extended for a further period of five (5) years after the completion of the initial O&M contract period, subject to the same terms and conditions as outlined in the original O&M contract.

The extension of the contract shall be made only under the following conditions:

- a) The O&M cost for the extended period shall be finalized based on mutual agreement between NALCO and the bidder.
- b) The mutually agreed rate shall be approved by the competent authority of NALCO.

SCHEDULE – C
TECHNICAL SPECIFICATIONS
SCHEDULE – C
TECHNICAL SPECIFICATIONS

1. Solar PV modules

- i. The PV modules shall be purchased from class-I local supplier.
- ii. Solar PV module shall have valid BIS registration with Mono PERC/TOPCon technology.
- iii. Solar PV Modules shall be from the models and manufacturers included in ALMM List-I and ALMM List -II respectively as per MNRE's orders and amendments issued from time to time.
- iv. The PV modules used must qualify to the latest edition of IEC standards or equivalent BIS standards, i.e. IEC 61215/IS14286, IEC 61853-Part I/IS 16170-Part I, IEC 61730 Part-1 &Part 2 and IEC 62804 (PID). For the PV modules to be used in a highly corrosive atmosphere throughout their lifetime, they must qualify to IEC 61701/IS 61701.
- v. The temperature co-efficient power of the PV module shall be equal to or better than $-0.40\%/^{\circ}\text{C}$.
- vi. Solar PV modules of minimum capacity 550 Wp to be used with yearly degradation factor not more than 0.7%.
- vii. The PV Module efficiency should be minimum 21%.
- .
- viii. All electrical parameters at STC shall have to be provided.
- ix. The PV modules shall be equipped with IP 65 or better protection level junction box with required numbers of bypass diodes of appropriate rating and appropriately sized output power cable of symmetric length with MC4 or equivalent solar connectors.
- x. Solar PV modules used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 10 years and 80% at the end of 25 years.
If module(s) fail(s) to exhibit such power output in the prescribed time span, the Contractor will either deliver additional PV Module(s) to compensate the missing power output for complete period of 25 years with no change in area of land / rooftop used or replace the PV Module(s) with no change in area of land/rooftop used at Owner's sole option.
- xi. The bidder should get a material warranty from the manufacturer for the Solar Module(s) to be free from the defects and/or failures specified below for a period not less than ten (10) years from the date of purchase which shall not be before the date of LOA.
 - a) Defects and/or failures due to manufacturing.
 - b) Defects and/or failures due to quality of materials.
 - c) Nonconformity to specifications due to faulty manufacturing and/or inspection processes. If the solar Module(s) fails to conform to this warranty, the manufacturer will repair or replace the solar module(s), at the Owners sole option.
- xii. PV modules must be tested and approved by one of the NABL accredited and BIS approved test centers.
- xiii. Modules deployed must use a RF identification tag laminated inside the glass. The following information must be mentioned in the RFID used on each module:
 - a) Name of the manufacturer of the PV module
 - b) Name of the manufacturer of Solar Cells.
 - c) Month & year of the manufacture (separate for solar cells and modules)
 - d) Country of origin (separately for solar cells and module)
 - e) I-V curve for the module Wattage, I_m , V_m and FF for the module

- f) Unique Serial No and Model No of the module
- g) Date and year of obtaining IEC PV module qualification certificate.
- h) Name of the test lab issuing IEC certificate.
- i) Other relevant information on traceability of solar cells and module as per ISO 9001 and ISO 14001.
- j) Nominal wattage +3%
- k) Brand Name, if applicable.
- xiv. Unique Serial No, Model No, Name of Manufacturer, Manufacturing year, Make in India logo and module wattage details should be displayed inside the laminated glass.
- xv. The modules shall be fitted with water syphoning arrangement wherever necessary to prevent water stagnation on the bottom modules.
- xvi. The PV cells in a crystalline silicon module shall be protected by encapsulation between front glass and back sheet/back glass. The glass shall be made of high transmissivity and front surface shall give high encapsulation gain.
- xvii. Bidder shall submit Self-certified Electro- Luminescence (EL) Test reports of all the Crystalline Silicon based PV Modules being offered to NVVN.

2. Inverter/PCU

- i. Inverters/PCU should be purchased from Class I supplier and shall comply with applicable IEC/equivalent BIS standard for efficiency measurements and environmental tests as per standard codes IEC 61683/IS 61683, IS 16221 (Part 2), IS 16169 and IEC 60068-2(1,2,14,30) /Equivalent BIS Std.
- ii. Maximum Power Point Tracker (MPPT) shall be integrated in the inverter/PCU to maximize energy drawn from the array. Charge controller (if any) / MPPT units environmental testing should qualify IEC 60068-2(1, 2, 14, 30)/Equivalent BIS standard. The junction boxes/enclosures should be IP 65 or better (for outdoor)/ IP 54 or better (indoor) and as per IEC 529 Specifications.
- iii. All inverters/PCUs shall be IEC 61000 compliant for electromagnetic compatibility, harmonics, Surge, etc. PCU/inverter should also be DG set interactive. The PCU should also have provision of charge controller in case of systems.
- iv. The PCU / Inverter shall have a minimum comprehensive warranty of 10 years.
- v. The PCU/ inverter shall have an overloading capacity of minimum 20%.
- vi. Typical technical features of the inverter shall be as follows-
 - a) Switching devices: IGBT/MOSFET
 - b) Control: Microprocessor/DSP
 - c) Nominal AC output voltage and frequency: as per CEA/State regulations
 - d) Output frequency: 50 Hz
 - e) Grid Frequency Synchronization range: as per CEA/State Regulations
 - f) Ambient temperature considered: -20°C to 60°C
 - g) Humidity: 95 % non-condensing
 - h) Protection of Enclosure: IP-54 (Minimum) for indoor and IP-65(Minimum) for outdoor.
 - i) Grid Frequency Tolerance range: as per CEA/State regulations
 - j) Grid Voltage tolerance: as per CEA/State Regulations
 - k) No-load losses: Less than 1% of rated power
 - l) Inverter efficiency (Min.): >93% (In case of 10 kW or above with in-built galvanic isolation)
Inverter efficiency (Min.): >97% (In case of 10 kW or above without inbuilt galvanic isolation)
Inverter efficiency (Min.): > 90% (In case of less than 10 kW)
 - m) THD: < 3%
 - n) PF: > 0.9 (lag or lead)

- o) Should not inject DC power more than 0.5% of full rated output at the interconnection point and comply to IEEE 519.
 - p) The PCU / inverter shall have a minimum comprehensive warranty of 10 years from the date of purchase which shall not be before the date of LOA.
 - q) The PCU/Inverter shall be capable of controlling power factor dynamically. PCU/inverter should be equipped with components required to support reactive power.
- vii. The output power factor of inverter should be suitable for all voltage ranges or sink of reactive power, inverter should have internal protection arrangement against any sustain fault in feeder line and against the lightning on feeder.
- viii. All the Inverters should contain the following clear and indelible Marking Label & Warning Label as per IS16221 Part II, clause 5. The equipment shall, as a minimum, be permanently marked with:
 - a) The name or trademark of the manufacturer or supplier;
 - b) A model number, name or other means to identify the equipment,
 - c) A serial number, code or other marking allowing identification of manufacturing location and the manufacturing batch or date within a three-month time period.
 - d) Input voltage, type of voltage (a.c. or d.c.), frequency, and maximum continuous current for each input.
 - e) Output voltage, type of voltage (a.c. or d.c.), frequency, maximum continuous current, and for a.c. outputs, either the power or power factor for each output.
 - f) The Ingress Protection (IP) rating
- ix. Marking shall be located adjacent to each fuse or fuse holder, or on the fuse holder, or in another location provided that it is obvious to which fuse the marking applies, giving the fuse current rating and voltage rating for fuses that may be changed at the installed site.
- x. In case the consumer is having a 3- ϕ connection, 3- ϕ inverter shall be provided by the bidder as per the consumer's requirement and regulations of the State.
- xi. Inverter/PCU shall be capable of complete automatic operation including wake-up, synchronization & shutdown.
- xii. The Inverter should have a provision of remote monitoring of all the inverter data/ and shall be connected to the remote monitoring system through RS 485 communication.
- xiii. Integration of PV system with Grid & Grid Islanding:
 - a) The output power from SPV would be fed to the inverters/PCU which converts DC produced by SPV array to AC and feeds it into the main electricity grid after synchronization.
 - b) In the event of a power failure on the electric grid, it is required that any independent power-producing inverters attached to the grid turn off in a short period of time. This prevents the DC-to-AC inverters from continuing to feed power into small sections of the grid, known as "islands." Powered islands present a risk to workers who may expect the area to be unpowered, and they may also damage grid-tied equipment. The Rooftop PV system shall be equipped with islanding protection. In addition to disconnection from the grid (due to islanding protection) disconnection due to under and over voltage conditions shall also be provided, if not available in inverter.
 - c) MCB/MCCB or a manual isolation switch, besides automatic disconnection to grid, would have to be provided at utility end to isolate the grid connection by the utility personnel to carry out any maintenance. This switch shall be locked by the utility personnel.
- xiv. PCU front panel shall be provided with display (LCD or equivalent) to monitor the following:

A. DC power input

- B. DC input voltage
 - C. DC current
 - D. AC output power
 - E. AC voltage (all the 3 phases)
 - F. AC current (all the 3 phases)
- xv. Protection required in Inverter (minimum)
 - A. Input side disconnection switch
 - B. Earth leakage /Ground fault monitoring
 - C. DC reverse polarity protection
 - D. DC over voltage / current limitation protection
 - E. AC short circuit/Earth fault protection
 - F. AC over voltage / current limitation protection
 - G. DC and AC side surge protection (MOV)in built
 - H. Anti- islanding protection
- xvi. The PCU shall have arrangement for adjusting DC input current and should trip against sustainable fault downstream and shall not start till the fault is rectified.
- xvii. The PCU shall be able to withstand an unbalanced load conforming to IEC standard and relevant electricity condition. The PCU shall include appropriate self-protective and self-diagnostic features to protect itself and the PV array from damage in the event of PCU component failure or from parameters – beyond the PCU's safe operating range due to internal or external causes.
- xviii. PCU shall go to shutdown/standby mode, with its contacts open, under the following conditions before attempting an automatic restart after an appropriate time delay.
- xix. When the power available from the PV array is insufficient to supply the losses of the PCU, the PCU shall go to standby/shutdown mode.
- xx. The PCU control shall prevent excessive cycling of shut down during insufficient solar irradiance.

3. Module Mounting Structure (MMS)

- i. Supply, installation, erection, and acceptance of module mounting structure (MMS) with all necessary accessories, auxiliaries and spare part shall be in the scope of the work.
- ii. The design calculations shall be supplemented with neat sketch and reference to various clauses of technical specification and Indian standards. For MMS design analysis and determination of forces, where computer program (preferably STAAD) is used, the contractor shall submit a write- up on computer program used and its input and output data for review and approval of NVVN. It may be ensured that the design has been certified by a recognized Lab/ Institution/chartered Engineer in this regard and submit wind loading calculation sheet to NVVN.
- iii. Module mounting structures can be made from three types of materials. They are Hot Dip Galvanized Iron, Aluminium and Hot Dip Galvanized Mild Steel (MS). However, MS will be preferred for raised structure.
- iv. MMS Steel shall be as per latest IS 2062:2011 and galvanization of the mounting structure shall be in compliance of latest IS 4759. MMS Aluminium shall be as per AA6063 T6. For Aluminium structures, necessary protection towards rusting need to be provided either by coating or anodization.
- v. All bolts, nuts, fasteners shall be of stainless steel of grade SS 304 or hot dip galvanized, panel mounting clamps shall be of aluminum and must sustain the adverse climatic conditions. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame, its fasteners, nuts and bolts.
- vi. Structural material shall be corrosion resistant and electrolytically compatible with the materials used in the module frame and associated fasteners, nuts & bolts.
- vii. Suitable fastening arrangements such as grouting and calming should be provided to

secure the installation against the specific wind speed. The bidder shall be fully responsible for any damage to SPV System caused due to high wind velocity within guarantee period as per technical specification.

- viii. The structures shall be designed to allow easy replacement, repairing and cleaning of any module. The array structure shall be so designed that it will occupy minimum space without sacrificing the output from the SPV panels. Necessary testing provision for MMS to be made available at site.
- ix. Adequate spacing shall be provided between two panel frames and rows of panels to facilitate personnel protection, ease of installation, replacement, cleaning of panels and electrical maintenance.
- x. Module Mounting Structures shall be designed as per IS 875 part III. Basic wind speed shall be as per IS 875 (Part 3) based on survey of India Political map printed in 2002 and its latest editions. Which shall not be less than 198km/hr.
- xi. The Mounting structure shall further take into account cyclonic winds in coastal area and structures in coastal areas shall be painted with marine paint.
- xii. Aluminum frames should be avoided for installations in coastal areas.
- xiii. No welding is allowed on the mounting structure.
- xiv. The Bidder is responsible for the waterproofing of the roof disturbed/ pierced for installation of Project throughout the Project installation period and Comprehensive O&M period. The Bidder should immediately take the necessary action to repair any damage to the waterproofing.
- xv. The Rooftop Structures may be classified in 3 broad categories.

a) Ballast structure

- i. For flat RCC Roofs, the mounting structure must be Non-invasive ballast type and any sort of penetration of roof to be avoided.
- ii. The minimum clearance of the structure from the roof level should be 300mm to allow ventilation for cooling, also ease of cleaning and maintenance of panels as well as cleaning of terrace.
- iii. The structures should be suitably loaded with Nominal Mix 1:1:2 with 20mm nominal size having compressive strength of 25Mpa after 28 days of curing.

b) Structure with Anchor fastener

- i. For inclined/ Dome type RCC Roofs, the mounting structure shall be fixed on the roof with proper fasteners/bolts along with chemical grouting and sealing.
- ii. The roof should remain waterproof after erection of the structure.

c) Metallic roof structure

- i. The structure design should be as per the slope of the metallic roof.
- ii. Minimum thickness of the structural members shall be 2mm
- iii. Fixing of module mounting structures shall not cause any damage to the roof. The roof should remain waterproof.
- iv. Proper walk way and life line shall be provided.
- v. The inclination angle of structure can be done in two ways:
 - A. With same tilt angle based on the slope of roof to get the maximum output.
 - B. The base of structure should be connected on the Purlin of roof with the proper fastening arrangement.

4. Metering

- i. A Roof Top Solar (RTS) Photo Voltaic (PV) system shall consist of following energy meters:
 - a) Generation Solar meter(s): To keep record for total generation of the plant at each termination. The solar meter shall be having warranty for a

minimum period of **10 years** from the date of purchase, which shall not be before the date of LOA. In case solar meter is supplied by DISCOM and is not having warranty of 10 years, Bidder has to bear the cost of its replacement in case of any defect.

- b) The installation of meters including CTs & PTs, wherever applicable, shall be carried out by the bidder as per the terms, conditions and procedures laid down by the concerned SERC/ **STU / State Govt./** DISCOMs.
- c) The specifications of Solar Generation energy meters, CTs and PTs used in the metering circuit (complete metering arrangement) should be as per prevailing policy of Dept of Energy, Govt of Odisha. The energy meter, CT, PT and the complete metering panel shall be provided with sealing facility.
- d) Initial and periodic calibration during O&M period of Energy meters, metering CTs & PTs is to be carried out from Standard Testing Laboratory, Dept of Energy, Govt of Odisha.
- e) As per prevailing regulations, the monthly energy billing shall be considered from the sealed meter only. Hence it is the responsibility of the vendor to collect the monthly solar energy generation readings from the sealed meters and submit the same to NALCO for energy filing to comply the statutory requirements.

5. Array Junction Boxes:

- i. The junction boxes are to be provided in the PV array for termination of connecting cables. The Junction Boxes (JBs) shall be made of GRP/FRP/Powder Coated aluminum /cast aluminum alloy with full dust, water & vermin proof arrangement. All wires/cables must be terminated through cable lugs. The JB's shall be such that input & output termination can be made through suitable cable glands. Suitable markings shall be provided on the bus-bars for easy identification and cable ferrules will be fitted at the cable termination points for identification.
- ii. Copper bus bars/terminal blocks housed in the junction box with suitable termination threads conforming to IP 65 or better standard and IEC 62208 Hinged door with EPDM rubber gasket to prevent water entry, Single /double compression cable glands should be provided.
- iii. Polyamide glands and MC4 Connectors may also be provided. The rating of the junction box shall be suitable with adequate safety factor to interconnect the Solar PV array.
- iv. Suitable markings shall be provided on the bus bar for easy identification, and the cable ferrules must be fitted at the cable termination points for identification.
- v. Junction boxes shall be mounted on the MMS such that they are easily accessible and are protected from direct sunlight and harsh weather.

6. DC Distribution Box (DCDB):

- i. May not be required for small plants, if suitable arrangement is available in the inverter.
- ii. DC Distribution Box are to be provided to receive the DC output from the PV array field.
- iii. DCDBs shall be dust & vermin proof conform having IP 65 or better protection, as per site conditions.
- iv. The bus bars are made of EC grade copper of required size. Suitable capacity MCBs/MCCB shall be provided for controlling the DC power output to the inverter along with necessary surge arrestors. MCB shall be used for currents up to 63 Amperes, and MCCB shall be used for currents greater than 63

Amperes

7. AC Distribution Box (ACDB):

- i. AC Distribution Panel Board (DPB) shall control the AC power from inverter, and should have necessary surge arrestors, if required. There is interconnection from ACDB to mains at LT Bus bar while in grid tied mode.
- ii. All switches and the circuit breakers, connectors should conform to IEC 60947:2019, part I, II and III/ IS 60947 part I, II and III.
- iii. The isolators, cabling work should be undertaken as part of the project.
- iv. All the Panels shall be metal clad, totally enclosed, rigid, floor mounted, air - insulated, cubical type suitable for operation on 1- ϕ /3- ϕ , 415 or 230 volts, 50 Hz (or voltage levels as per CEA/State regulations).
- v. The panels shall be designed for minimum expected ambient temperature of 45 degree Celsius, 80 percent humidity and dusty weather.
- vi. All indoor panels will have protection of IP 54 or better, as per site conditions. All outdoor panels will have protection of IP 65 or better, as per site conditions.
- vii. Should conform to Indian Electricity Act and CEA safety regulations (till last amendment).
- viii. All the 415 or 230 volts (or voltage levels as per CEA/State regulations) AC devices / equipment like bus support insulators, circuit breakers, SPDs, Voltage Transformers (VTs) etc., mounted inside the switchgear shall be suitable for continuous operation and satisfactory performance under the following supply conditions.
 - a) Variation in supply voltage: as per CEA/State regulations
 - b) Variation in supply frequency: as per CEA/State regulations
- ix. The inverter output shall have the necessary rated AC surge arrestors, if required and MCB/ MCCB. RCCB shall be used for successful operation of the PV system, if inverter does not have required earth fault/residual current protection.
- x. CODE AND STANDARDS:-

| IS | Details |
|-----------------------|--|
| IEC 60947/ IS13947 | Low-voltage switchgear and control gear |
| IS 2705 | Current Transformers |
| IS 3043 | Code of practice for earthing. |
| IS 3072 | Code of practice for installation and maintenance of Switchgear |
| IS 3156 | Voltage Transformers |
| IS 3202 | Code of practice for climate proofing of electrical equipment. |
| IS 3231 | Electrical relays for power system protection. |
| IS 13703 /IEC 60269 | HRC Cartridge fuses |
| IS 10118 (4 parts) | Code of practice for selection, installation and maintenance of switchgear and control gear. |
| IEC 60255 | Electrical Relays |

8. Protections

The system should be provided with all necessary protections like earthing, Lightning, and Surge Protection as per CEA Safety regulations 2023 as described below.

i. Earthing Protection

- a) The earthing shall be done in accordance with latest Standards. This specification is intended to outline the requirement of earthing for Solar Array (DC Side) and AC power block side of Solar PV Plant. It is

not the intent of the specification to specify all details of design and construction since the bidder has full responsibility for engineering and implementation of earthing system meeting the functional requirement. Any additional equipment, material, services which are not mentioned herein but are required for installation, testing and commissioning of earthing system for safe and satisfactory operation of plant shall be included under scope of the bidder.

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

ii. **Lightning Protection**

- a) The SPV power plants shall be provided with lightning & over voltage protection, if required. The main aim in this protection shall be to reduce the overvoltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.
- b) The entire space occupying the SPV array shall be suitably protected against Lightning by deploying required number of Lightning Arrestors (Las). Lightning protection should be provided as per NFC17-102:2011/IEC 62305 standard.
- c) Lightning Mast / conductor, placed at strategic locations, shall be used to protect the arrays against lightning protection.
- d) The protection against induced high-voltages shall be provided by the use of Metal Oxide Varistors (MOVs)/Franklin Rod type LA/Early streamer type LA.

iii. **Surge Protection**

- a) Internal surge protection, wherever required, shall be provided.
- b) It will consist of three SPD type-II/MOV type surge arrestors connected from +ve and -ve terminals to earth.

9. CABLES

- i. All cables should be of the latest edition of IEC/equivalent BIS Standards (ISI marked) along with IEC 60227/IS 694, IEC 60502/IS 1554 standards.
- ii. Cables should be flexible and should have good resistance to heat, cold, water, oil, abrasion etc.
- iii. Armored cable should be used and overall PVC type 'A' pressure extruded insulation or XLPE insulation should be there for UV protection
- iv. Cables should have Multi Strand, annealed high conductivity copper conductor on DC side and copper/FRLS type Aluminum conductor on AC side. For DC cabling, multi-core cables shall not be used. However, cable from String combiner box to Inverter may be having Al conductor.
- v. Cables should have operating temperature range of -10°C to +80°C and voltage rating of 660/1000 V.
- vi. Sizes of cables between array interconnections, array to junction boxes, junction boxes to Inverter etc. shall be so selected to keep the voltage drop less than 2% (DC Cable losses).

- vii. The size of each type of AC cable selected shall be based on minimum voltage drop. However, the maximum drop shall be limited to 2%
- viii. The electric cables for DC systems for rated voltage of 1500 V shall conform to BIS 17293:2020.
- ix. All cable/wires are to be routed in a RPVC pipe/ GI cable tray and suitably tagged and marked with proper manner by good quality ferule or by other means so that the cable is easily identified.
- x. All cable trays including covers to be provided.
- xi. The Cable should be so selected that it should be compatible up to the life of the solar PV panels i.e. 25 years.
- xii.

10. DRAWINGS & MANUALS:

- i. Operation & Maintenance manual/user manual, Engineering and Electrical Drawings shall be supplied along with the power plant.
- ii. The manual shall include complete system details such as array lay out, schematic of the system, inverter details, working principle etc.
- iii. The Manual should also include all the Dos & Don'ts of Power Plant along with Graphical Representation with indication of proper methodology for cleaning, Operation and Maintenance etc.
- iv. Step by step maintenance and troubleshooting procedures shall also be given in the manuals.
- v. Bidders should also educate the consumers during their O&M period.

11. TRANSFORMERS (if required)

- i. Dry type for indoor and Dry /Oil Transformer for outdoor with appropriate kVA, of transformer Step up along with all protections, switchgears, Vacuum circuit breakers, cables etc. along with required civil work. Dry Type Transformer shall be constructed in accordance to IS: 2026, IS: 11171, Indian Electricity Act 2003, BEE Guideline & CEA notifications and equivalent to any other international standard. Transformers shall be complete & functional in all respects. The other important construction particulars shall be as below.
 - a) The transformers shall be housed in metal protective housing, having a degree of ingress protection. The enclosure shall be provided with suitable hardware (as required).
 - b) The conductors shall be of electrolytic grade copper free from scales & burrs.
 - c) Dry Type Transformer windings shall be of class F insulation or better.
 - d) The core shall be constructed from non-ageing, cold rolled, grain-oriented silicon steellaminations.
 - e) The maximum losses for dry type transformer shall not be more than the values specified in latest energy conservation building code (ECBC) of BEE.
 - f) The fittings/accessories, including protection/monitoring device generally required for satisfactory operation of the transformer, are to be provided.
 - g) Painting shall be as per employer's requirement (will be finalized during detailed engineering)
 - h) Type and routine test shall be conducted as per IS11171.
- ii. In case the bidder/contractor has conducted such specified type test(s)

within last ten years as on the date of techno commercial bid opening, he may submit the type test reports to the owner for waiver of conductance of such type test(s). These reports should be for the test conducted on the equipment similar to those proposed to be supplied under this contract and test(s) should have been either conducted at an independent laboratory or should have been witnessed by Owner. In case the bidder is not able to submit report of the type test(s) conducted within last ten years from the date of bid opening, or in case the type test report(s) are not found to be meeting the specification requirements the bidder shall conduct all such tests under this contract at no additional cost to the employer at an independent laboratory or in presence of the Owner's representative and submit the test reports.

- iii. For test conducted on similar type of transformer shall mean, transformer of the same manufacturer, having same type of winding conductor with same HV:LV ratio and same vector group.

12. Data Monitoring:

- i. Data monitoring of inverters, solar meters shall be done through Remote Monitoring system (RMS)
- ii. Remote Monitoring and data acquisition through Remote Monitoring System software with latest software/hardware configuration and service connectivity for online / real time data monitoring/control complete to be supplied and Comprehensive O&M/control to be ensured by the supplier. The Contractor must ensure the yearly availability and connectivity of the RMS system to be at least 99%.
- iii. Measurement of Solar PV parameters at Inverter level: These Inverter parameters shall have provision of data logging through Mod Bus (RS-485) protocol.
- iv. Solar Irradiance: An integrating Pyranometer (Class II or better) shall be provided, with the sensor mounted on a Horizontal plane at a shadow free suitable location near solar arrays at one of the Roof Top within premises. The pyranometer shall be connected to RMS.
- v. Temperature: Temperature probes for recording the PV Cell temperature shall be provided at one of the modules at shadow free area at one of the Roof Top within premises.
- vi. Detailed schematics, scope and specifications for Remote monitoring system to be supplied by vendor is placed at Schedule E
- vii. All charges inclusive of cost of sim and data charges throughout the contract period shall be borne by the bidder.
- viii. Depending upon the requirement of the system and technical feasibility, single or multiple RMS may be installed at a premise and the wireless communications from field devices to RMS may also be allowed.

13. Miscellaneous:

- i. Connectivity: The maximum capacity for interconnection with the grid at a specific voltage level shall be as specified in the SERC regulation for Grid connectivity and norms of **STU** / DISCOM as amended from time to time. The Bidder must take approval/NOC from the concerned **STU** / DISCOM for the behind the meter, technical feasibility, and synchronization of Project with **STU** /DISCOM network and submit the same to NVVN before Commissioning Project. Reverse power relay shall be provided by Bidder for Behind the Meter connection), as per the **STU's** /DISCOM's requirement.
- ii. Safety measures: Electrical safety of the installation(s) including connectivity

with the grid must be taken into account and all the safety rules & regulations applicable as per Electricity Act, 2003 and CEA Safety Regulation 2023 etc. or its latest amendments must be followed.

- iii. Danger boards, Caution Boards should be provided as and where necessary as per IE Act /IE rules as amended up to date.
- iv. Shadow analysis: The shadow analysis report with the instrument such as Solar Pathfinder or professional shadow analysis software of each site should be provided and the system shall be installed only in shadow free space. Lower performance of the system due to shadow effect shall be liable for penalty for lower performance.
- v. Firefighting system – Portable fire extinguishers/sand buckets shall be provided wherever required as per norms.
- vi. Bidder should dispose off the packing material, surplus items, unused materials, waste etc. generated during construction, as per applicable Rules and standards. Concrete wastes and dead mortar if any are to be removed and the area is to be cleaned immediately.
- vii. The bidder shall take fully responsible for safety of manpower, materials and premises. The contractor shall take special care for safe working at height, electrical safety of the installation(s) including connectivity with the grid and follow all the safety rules & regulations applicable as per Electricity Act, 2003, CEA guidelines and other applicable standard practices.
- viii. The bidder shall provide a display board mentioning the details of the project.
- ix. All obligations of the successful bidder related to O&M of the plant up to 5years shall remain the same as per the terms and conditions of the contract.
- x. Stickers as per NVVN requirements e.g. instructions/ guidelines/ danger mark.

SCHEDULE D

i. PERFORMANCE GUARANTEE TEST FOR ROOFTOP SOLAR PV

The Performance Guarantee (PG) Test shall be carried out after successful commissioning of the system. PG Test shall be carried out on any rooftop location by measuring Performance Ratio (PR) and comparing to the Guaranteed PR of 75%. The test shall be repeated for each location having inverter of having different make or type of control. In case there are more than one rooftop having similar inverter, the test rooftop shall be decided based on mutual consent. Further, the PG test shall be conducted once for every 200 kW or its part thereof in the premises. The mathematical formula for calculating PR is given below:

$$\text{PR (\%)} = \frac{\text{AC Yield (KWh)} \times 100}{\text{Installed Capacity (kWp)} \times \text{Global Inclined Insolation (kWh/m}^2\text{)}}$$

- a. For the purpose of measuring Global Inclined Insolation (GII), another pyranometer shall be installed on returnable basis, mounted at the plane of the module, at free of cost.
- b. Measuring instruments to record on site data will include a pair of pyranometers (horizontal and inclined with sensitivity of $7\mu\text{V}/(\text{W}/\text{m}^2)$, temperature sensor, signal converter.
- c. The Bidder will be responsible to conduct the PG test only after achieving the physical completion and synchronization of the plant and complying the relevant requirements from utility.
- d. The PG test will be conducted for durations in which irradiance level is greater than $750 \text{ W}/\text{m}^2$ and the test will continue until a total horizontal radiation of $5 \text{ kWh}/\text{m}^2$ has been achieved.
- e. The PR values shall be computed based on actual energy generated at solar meters.
- f. If failed to achieve the guaranteed performance levels, the bidder will at its own cost rectify all the defects identified during the test and take necessary steps/efforts to pass the PR test within the stipulated time span. Subsequent to rectification the PR will be restarted.
- g. During PG test, if there is a grid outage, those time slots will not be considered. If the values are again below the guaranteed performance levels, bidder will be liable to pay Liquidated Damages (LD) to NALCO, which shall be calculated as below:

Short fall in $\text{PR}(\%) = \Delta\text{PR} = \text{Target PR} - \text{Achieved PR}$

Shortfall in Generation $= \Delta\text{E} = (\Delta\text{PR}/\text{Achieved PR}) \times \text{measured Generation}$

• Yearly shortfall in Generation $(\Delta\text{E Yearly} = \Delta\text{E} \times (\text{Annual GHI}/5))$

Applicable Liquidated Damages (LD) $= \text{N} \times \text{R} \times \Delta\text{E yearly}$

Where R= tariff factor i.e. ₹5.0 / kWh (For illustration only. Actual amount is as per annexure A)

$\text{N}=11.37$

A Sample Calculation for 40 kW Capacity of Plant Rooftop solar PV

Capacity of the plant=40 kW

Global Horizontal Insolation of Site (GY)=1977 kWhr/m²-year
 Measured Global Horizontal Insolation- GHITEST=5 kWhr/m²
 Measured Global Inclined Insolation- GIITEST=5.213 kWhr/m²
 Capacity of the plant where PG test be conducted=40 kW
 Metered Generation corresponding to radiation>750 W/m²=152 kWhr
 Measured PR= $152 \times 100 / (40 \times 5.213) = 72.89\%$
 Shortfall in PR= $75\% - 72.89\% = 2.11\%$
 Shortfall in Generation for test period= $(2.11 / 72.89) \times 152 = 4.40$ kWhr
 Yearly Shortfall in Generation= $4.40 \times (1977 / 5) = 1739.78$ kWhr
 Applicable LD= $N \times R \times \Delta E_{\text{yearly}} = 11.37 \times 5 \times 1739.78 = \text{INR } 98,906.50$

- h. The cap on LD for not achieving the desired and guaranteed PR of 75% shall be 20% of the contract value awarded excluding the O&M Cost.
- i. On breach of LD capping for not achieving the guaranteed PR, the system shall be rejected and bidder shall be asked to redesign and reinstall the system.

ii. Equipment performance guarantee

- a. Further the Bidder is liable to maintain the minimum guaranteed Annual CUF measured at Delivery Point for the 10 operational years, failing which the Bidder is liable to pay the LD for shortfall in generation. The LD shall be equal to shortfall in energy corresponding to energy equivalent to modified guaranteed Annual CUF multiplied by the Tariff factor i.e. $\text{INR } \Delta E \times \text{Tariff factor}$, where ΔE is yearly shortfall in energy corresponding to energy equivalent to modified guaranteed Annual CUF and Tariff factor (as mentioned in Annexure-A of 'Scope of Work and Technical specifications'). The LD shall be recovered from O&M BG and thereafter from O&M payment. The cap on LD for shortfall in generation shall be 10% of the Annual Energy corresponding to guaranteed CUF for that year multiplied by Tariff Factor. In the case of invocation of the O&M BG due to shortfall in generation, the bidder shall resubmit a BG of originally envisaged value immediately.
- b. The modified guaranteed annual CUF shall be calculated based on the shortfall in energy during PG Test, if any.
- c. For determining the Annual CUF, the annual module degradation shall be taken as 0.7% cumulative from 2nd operational year. The duration for which the Generation was interrupted due to non-availability of Grid during solar hours or any other reasons not attributable to Bidder shall not be taken into account for calculation of Annual CUF.
- d. Let us understand with the illustrative example already given at Schedule 4, Clause(i),
 - i. **Case 1: If there is no shortfall in generation during PG test:**
 The capacity of Solar plant considered is 40 kW and the desired minimum annual CUF is 16% for 1st year of O&M i.e. generation (G) of 56102.40 kWhr.

Further, for the 2nd operational year, considering the module degradation of 0.7% per annum, the annual target generation for 2nd operational year shall be equal to $= 56102.40 \times (1 - 0.007)$ i.e. 55709.68 kWhr.

Further for the 3rd operational year, considering the module degradation of 0.7% per annum, the annual target generation for 3rd operational year shall be equal to $= 56102.40 \times (1 - 2 \times (0.007))$ i.e. 55316.97 kWhr.

This will continue till the end 5th operational year.

ii. **Case 2: If there is shortfall in generation during PG test:**

The capacity of Solar plant considered is 40 kW and the desired minimum annual CUF is 16% for 1st year of O&M i.e. generation (G) of 56102.40 kWhr. Now if the shortfall in annual energy during PG test is 1739.8 kWhr, then the modified annual energy generation (G1) target for 1st year shall be 54362.6 kWhr. The modified guaranteed annual CUF for the 1st year shall be equal to $54362.6 \times 100 / (8766 \times 40) = 15.50\%$.

Further, for the 2nd operational year, considering the module degradation of 0.7% per annum, the annual target generation for 2nd operational year shall be equal to $= 54362.6 \times (1 - 0.007)$ i.e. 53982.06.

Further for the 3rd operational year, considering the module degradation of 0.7% per annum, the annual target generation for 3rd operational year shall be equal to $= 54362.6 \times (1 - 2 \times (0.007))$ i.e. 53604.19.

This will continue till the end of 5th operational year.

Quality Certification, Standards and Testing for Grid-Connected Solar PV Systems/Power Plants

| Solar PV Modules/Panels | |
|--|---|
| IEC 61215 and IS 14286 | Design Qualification and Type Approval for Crystalline Silicon Terrestrial Photovoltaic (PV) Modules |
| IEC 61701:2011 | Salt Mist Corrosion Testing of Photovoltaic (PV) Modules |
| IEC 61853- 1:2011 / IS 16170-1:2014 | Photovoltaic (PV) module performance testing and energy rating –: Irradiance and temperature performance measurements, and power Rating. |
| IEC 62716 | Photovoltaic (PV) Modules – Ammonia (NH3) Corrosion Testing (as per the site condition like dairies, toilets etc) |
| IEC 61730-1,2 | Photovoltaic (PV) Module Safety Qualification – Part 1: Requirements for Construction, Part 2: Requirements for Testing |
| IEC 62804 | Photovoltaic (PV) modules – Test method for detection of potential induced degradation. IEC 62804-1: Part 1: Crystalline Silicon |
| Solar PV Inverters | |
| IEC 62109 or IS : 16221 | Safety of power converters for use in photovoltaic power systems – Part 1: General requirements, and Safety of power converters for use in photovoltaic power systems Part 2: Particular requirements for inverters. Safety compliance (Protection degree IP 65 or better for outdoor mounting, IP 54 or better for indoor mounting) |
| IS/IEC 61683 latest (as applicable) | Photovoltaic Systems – Power conditioners: Procedure for Measuring Efficiency (10%, 25%, 50%, 75% & 90-100% Loading Conditions) |
| IEC 60068-2 /IEC 62093 (as applicable) | Environmental Testing of PV System – Power Conditioners and Inverters |
| IEC 62116:2014/ IS16169 | Utility-interconnected photovoltaic inverters – Test procedure of islanding prevention measures |

APPENDIX 2

| Sample Project Completion Report for Rooftop Solar Project | | | |
|---|--|-----------------------------|--|
| Financial year : | | | |
| Approval No.: | | | |
| Proposal Title : | | | |
| Installed by agency : | | | |
| Project initiated by : | | | |
| | | | |
| Title of the Project : | | Capacity | |
| Category of the organization / beneficiary: | | Name of the contact person: | |
| Address of contact person : | | | |

| | | | |
|--|-----------------------|-----------------|--------------------|
| State : | | District/City : | |
| Mobile: | | Email : | |
| Telephone No. : | | Website : | |
| Other info | | | |
| Electricity Distribution CompanyName : | | | |
| Electricity consumer account no. as per electricity bill : | | as on Date : | |
| Technology Description & System Design /Specification | | | |
| (Compliance to BIS/IEC Standards is mandatory) | | | |
| 1. Module | | | |
| Capacity/Power of each PV Module(Wp) : | 1. | | 1. Nos: 2. Nos: |
| Cumulative Capacity of Modules (KWp): | | | |
| Solar cell technology : | | | |
| Module efficiency (in Percentage) : | | | |
| 2. Inverters | | | |
| Type of inverter : | | | |
| Make of inverter : | | | |
| Capacity/Power of each PCU/inverters (VA) : | Capacity / Power Nos. | | |
| Capacity/Power of PCU / inverters(KVA) : | | | |
| Inverter efficiency (Full load) : | | | |
| (in percentage) | | | |

| | | | |
|--|--|-----------------------------------|--|
| 3. Metering Arrangement | | | |
| Any other details: | | | |
| Make and Type of Meter : | | | |
| Metering Details: | | | |
| 4.. Other informations | | | |
| Units of electricity generated by the solar plant as per meter (in KWh): | | | |
| Monitoring Mechanism : | | | |
| No. of personnel to be trained in O&M | | | |
| Grid connectivity level | | | |
| Grid connectivity level phase : | | Grid connectivity level Voltage : | |

The following to be included in Project Completion Report:

1. Warrantee/guarantee certificates with sr. no. for solar panels, inverters, transformers and solar meters.
2. Module ALMM reference no. in latest MNRE List.
3. Inverter supplier certificate for Class 1 Supplier.
4. PR test report.
5. NOC / connectivity approval from State Transmission Utility (STU)
6. Approval of metering circuit from CEIG.
7. Initial inspection and approval for energization from RIO-East, CEA if applicable.
8. Energy meter sealing report from CEIG.
9. Date of commissioning of the RE project certified by RE-SNA of Odisha.
10. Certification of Commercial Operation Date (COD) certified by RE-SNA of Odisha.
11. Other statutory approvals, if any
12. Layout of Panels.

APPENDIX 3

INSPECTION AND MAINTENANCE SCHEDULE

| Component | Activity | Description | Interval | By |
|---------------------------|----------------|---|---|--------------------------|
| Module Mounting structure | Inspection | Check whether the MMS are properly in tightened position and check for corrosion. | Quarterly | Site in charge of Agency |
| PV Module | Cleaning | Clean any bird droppings/ dark spots on module | Immediately | Site in charge of Agency |
| | Cleaning | Clean PV modules with plain water or mild dishwashing detergent. Do not use brushes, any types of solvents, abrasives, or harsh detergents. | As per the site conditions and at least once a week | Site in charge of Agency |
| PV Array | Inspection | Check the PV modules and rack for any damage. Note down location and serial number of damaged modules. | Annual | Site in charge of Agency |
| | Inspection | Determine if any new objects, such as vegetation growth, are causing shading of the array and move them if possible. | Quarterly | Site in charge of Agency |
| | Vermin Removal | Remove bird nests or vermin from array and rack area. | Quarterly | Site in charge of Agency |

| Component | Activity | Description | Interval | By |
|----------------|---------------|---|------------|--------------------------|
| Junction Boxes | Inspection | <p>Inspect electrical boxes for corrosion or intrusion of water or insects.</p> <p>Seal boxes if required.</p> <p>Check position of switches and breakers.</p> <p>Check operation of all protection devices.</p> | Annual | Site in charge of Agency |
| Wiring | Inspection | Inspect cabling for signs of cracks, defects, loose connections, overheating, arcing, short or open circuits and ground faults. | Annual | Site in charge of Agency |
| Spare Parts | Management | <p>Manage inventory of spare parts.</p> <p>To ensure that the amount of power being generated is typical of the conditions.</p> <p>Inspect Inverter housing or shelter for physical Maintenance, if required.</p> | As needed | Site in charge of Agency |
| Inverter | Service | Clean or replace any air filters. | As needed | Site in charge of Agency |
| Instruments | Validation | Spot-check monitoring instruments (pyranometer etc.) with standard instruments to ensure that they are operational and within specifications. | Annual | Site in charge of Agency |
| Transformer | Inspection | Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc. | Annual | Site in charge of Agency |
| Plant | Monitoring | Daily Operation and Performance Monitoring | Daily | Site in charge of Agency |
| Log Book | Documentation | Document all O&M activities in a workbook available to all service personnel | Continuous | Site in charge of Agency |

APPENDIX 4

Monthly O & M Report

Month and year:

Name of the Bidder:

LOA No:

Project Capacity:

Address of the site:

Part A

| Component | Activity | Description | Date | Signature of contractor | Signature of custodian of building | *Remarks |
|----------------|----------------|--|------|-------------------------|------------------------------------|----------|
| PV Module | Cleaning | Immediately clean any bird droppings/ dark spots on module. | | | | |
| | Cleaning | Clean PV modules with plain water or mild dishwashing detergent. | | | | |
| PV Array | Inspection | Check the PV modules and rack for any damage. | | | | |
| | Inspection | If any new objects, such as vegetation growth etc., are causing shading of the array. Remove if any. | | | | |
| | Vermin Removal | Remove bird nests or vermin from array and rack area. | | | | |
| Junction Boxes | Inspection | <ul style="list-style-type: none"> Inspect electrical boxes for corrosion, intrusion of water or vermin. Check position of switches and breakers. Check status of all protection devices. | | | | |
| Wiring | Inspection | Inspect cabling for signs of cracks, defects, loose connections, corrosion, overheating, arcing, short or open circuits, and ground faults | | | | |

| Component | Activity | Description | Date | Signature of contractor | Signature of custodian of building | *Remarks |
|-----------------------|------------|--|------|-------------------------|------------------------------------|----------|
| Inverter | Inspection | <ul style="list-style-type: none"> Observe instantaneous operational indicators on the faceplate. Inspect Inverter housing or shelter for any physical | | | | |
| Inverter | Service | Clean or replace any airfilters. | | | | |
| Instruments | Validation | Verify monitoring instruments (pyranometer etc.) with standard instruments to verify their operation within tolerance limits. | | | | |
| Transformer | Inspection | Inspect transformer oil level, temperature gauges, breather, silica gel, meter, connections etc. | | | | |
| Plant | Monitoring | Daily Operation and Performance Monitoring. | | | | |
| Spare Parts | Management | Manage inventory of spareparts. | | | | |
| Maintain O&M Register | | | | | | |

Signature of the Authorized signatory of the Contractor.

Part B

| Date | Generation kWh | Grid outage (hh:mm) | Inverter down period (hh:mm) | Remarks |
|------|----------------|---------------------|------------------------------|---------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |
| 7 | | | | |
| 8 | | | | |

| | | | | |
|----|--|--|--|--|
| 9 | | | | |
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| 11 | | | | |
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| 24 | | | | |
| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |

Total generation for the month in kWh:

CUF for month in %:

Cumulative CUF for financial year:

Cumulative generation since commissioning in kWh:

Signature of the Authorized signatory of the Contractor

Signature of the Authorized signatory of NALCO

UNDERTAKING FOR SITE VISIT ON BIDDER'S LETTER HEAD
(Submission of undertaking for site visit on bidder's letter head is mandatory. Without this undertaking bids shall be outright rejected)

Tender ref No: **NVVN/C&M/RE-431/2025-26**

Tender Description: **DEVELOPMENT OF 7,000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI.**

To,

NVVN Limited

Dear Sir,

With ref to above tender, As Site survey is mandatory for all the bidders who are willing to participate in this tender.

We hereby confirm/declare that we are willing to participate & we had visited Site to make ourselves familiar with site conditions as per tender requirement.

Thanking you

Yours faithfully,

Date :

Place :

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

UNDERTAKING FOR COMPLIANCE TO TECHNICAL SPECIFICATIONS

We, M/s _____ (Company Name) ____ hereby declare and confirm that:

1. We have fully read, understood and examined all clauses, provisions, conditions and requirements of the Technical Specifications, Scope of Work, Drawings, Data Sheets, Standards, and other technical documents forming part of Section VI (Technical Specification) of Tender documents.
2. We hereby unconditionally and unequivocally confirm that all the materials, equipment, services and works to be offered by us, if awarded against the subject tender shall fully conform to and comply with all aspects of the Technical Specifications, requirements, performance parameters, applicable codes, standards, statutory regulations and tender conditions specified in the aforesaid tender documents.
3. We further confirm that no deviations, exceptions, omissions or conditionalities have been taken by us with respect to the Technical Specifications.
4. We confirm that any deviation to the Technical Specification found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.

For M/s _____

Authorized Signatory

Name: _____

Designation: _____

Signature: _____

Date: _____

Place: _____

BIDDING DOCUMENTS

FOR

**DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER
PROJECT FOR NALCO AT ANGUL & DAMANJODI**

SECTION – VII BOOK 1 OF 2

BIDDING DOCUMENT NO.: NVVN/C&M/RE-431/2025-26

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

TABLE OF FORMS AND PROCEDURES

| Sl.No. | Description |
|----------------------------------|---|
| Section-VII (Part 1 of 2) | |
| 1a. | Techno-Commercial Bid (Envelope-1) (Bid Form for Envelope-I and Envelope-II along with Attachments for Envelope-I) |
| 1b. | Price Bid (Envelope-2) (Attachments for Envelope-II and Price Schedules) |

BIDDER MAY TAKE NOTE OF THE FOLLOWING POINTS WHILE SUBMITTING ITS BID

- ☐ IN CASE OF EXTENSION OF TECHNO-COMMERCIAL BID OPENING DATE, BIDDER TO FURNISH AUDITED ANNUAL REPORTS ALONG WITH ITS BID AS PER EXTENDED DATE OF TECHNO-COMMERCIAL BID OPENING TO MEET THE STIPULATED FINANCIAL QR CRITERIA.
- ☐ POWER OF ATTORNEY DULY AUTHORISED BY A NOTARY PUBLIC INDICATING THAT THE PERSON(S) SIGNING THE BID HAS/HAVE THE AUTHORITY TO SIGN THE BID AND THE BID IS BINDING UPON THE BIDDER DURING THE FULL PERIOD OF ITS VALIDITY BACKED BY A COPY OF BOARD RESOLUTION/ OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY TO BE FURNISHED ALONG WITH THE BID.
- ☐ POWER OF ATTORNEY TO THE AUTHORISED SIGNATORY OF THE BIDDER FOR SIGNING OF BID AND DJU/JV AGREEMENT ETC., WHEREVER APPLICABLE, TO BE SUBMITTED ALONG WITH BID AND SHOULD BE DATED NOT LATER THAN THE DATE OF SIGNING THE BID.
- ☐ BIDDER TO ENSURE THAT BID SECURITY / DJU/ JV AGREEMENT (AS APPLICABLE) TO BE SUBMITTED IN ORIGINAL STRICTLY AS PER SPECIFIED FORMATS DULY SIGNED IN ORIGINAL BY AUTHORIZED SIGNATORY AND STAMPED ON EACH PAGE. SCANNED/ PHOTOCOPY OF THESE DOCUMENTS WITHOUT SIGNATURE IN ORIGINAL SHALL NOT BE ACCEPTABLE AND SHALL BE SUMMARILY REJECTED.
- ☐ DATE OF PURCHASE OF STAMP PAPER OF INSTRUMENTS LIKE BID SECURITY, DEED OF JOINT UNDERTAKING ETC SHOULD BE ON OR BEFORE THE DATE OF EXECUTION OF SUCH INSTRUMENTS.

1a. BID FORM

ENVELOPE-1 (TECHNO-COMMERCIAL) & ENVELOPE-2 (PRICE)

BID FORM

BID FORM (ENVELOPE-1 (TECHNO-COMMERCIAL) & ENVELOPE-2 (PRICE))

Date:

Bid Document No. : NVVN/C&M/RE-431/2025-26

Name of Package : DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI

To

Sr. Manager (C&M)
NTPC VIDYUT VYAPAR NIGAM LIMITED
Engineering Office Complex, Plot No. A-8A Sector 24,
Block A, Noida, Uttar Pradesh 201301

Gentlemen and/or Ladies,

1.0 Having examined the Bidding Documents including subsequent Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any), the receipt of which is hereby acknowledged, we, the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Performance Guarantee Test) the facilities under the above-named Package in full conformity with the said Bidding Documents for the sum as mentioned in the Bill of Quantity (BOQ in excel sheet) of Bid Invitation at e- Tender Portal in accordance with the terms and conditions of the Contract.

1.1 We further understand that discount letter, if any, separately uploaded online or submitted in physical form shall not be considered for the purpose of evaluation.

2.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

2.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

Any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/ Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which our bid shall be rejected and our Bid Security shall be forfeited.

2.2 We further declare that additional conditions, variations, deviations, if any, found anywhere in the proposal, shall not be given effect to.

3.1 We are aware that the BOQ/Price Schedules do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and prices. We agree that the entered rates and prices shall be deemed to include the full scope as aforesaid, including overheads and profit.

3.2 We declare that prices left blank in the BOQ/Price Schedule (excel sheet) will be deemed to have been included in the prices of other items. The TOTAL for each Schedule/item and the Grand TOTAL as mentioned in BOQ/Price Schedule (excel sheet) shall be deemed to be the total price for executing the Facilities in complete accordance with the Contract, whether or not each individual item has been priced.

- 4.0 We undertake, if our bid is accepted, to commence work on the Facilities immediately upon your Notification of Award to us and to achieve Completion of Facilities and conduct Guarantee Test (as applicable) within the time specified in the Bidding Documents.
- 5.0 If our bid is accepted, we undertake to provide Advance Payment Security, Contract Performance Securities and securities for Deed(s) of Joint Undertaking (as applicable) in the form and amounts and within the times specified in the Bidding Documents.
- 6.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute the formation of the contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. We certify that we/our Collaborator/JV Partner/Consortium member/Assignee are/is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub- contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

*Further, we certify that we do not have any TOT arrangement requiring registration with the competent authority.

Or

*Further, we certify that we have valid registration in respect of TOT arrangement with the competent authority to participate in this procurement.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us/our Collaborator/JV Partner/Consortium member/Assignee, as applicable, is enclosed as Annexure...**....**

*** Bidder to strike-off, whichever is not applicable.**

**** Bidder to mention the Annexure no.**

10.0

- (i) *We confirm that we fulfill the requirements of Local content for Class-I local supplier.*

The details of the location(s) at which the local value addition are as under:

| Sl. No. | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|---------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

- (ii) We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned at §[clause no. 41 of GTR in Technical Specifications], as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT)."

#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

**(i) We confirm that we fulfill the requirements of Local content for Class-I local supplier.*

OR

**(i) We confirm that we fulfill the requirements of Local content for Class-II local supplier.*

The details of the location(s) at which the local value addition is made are as under:

| Sl.No. | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|--------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

- (ii) *We confirm that we fulfill the requirements of Local content for Class -I local supplier for Item(s) mentioned at §[clause no. 41 of GTR in Technical Specifications], as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.*

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)."

****Bidder to strike-off whichever is not applicable***

#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

Dated this.....day of. 20.....

Thanking you, we remain,

Yours faithfully,

Business Address:

Country of Incorporation (Province also to be indicated):

Phone No. :

Email:

**ATTACHMENTS FOR
ENVELOPE-1 (TECHNO-COMMERCIAL)**

BID SECURITY

**BIDDER TO FURNISH BID SECURITY IN LINE WITH
ITB CLAUSE 12**

**BIDDER TO FURNISH BID SECURITY IN LINE WITH
ITB CLAUSE 12 AND AS PER FORMAT GIVEN
AT SL. NO. 2 OF SECTION VII PART 2 OF 2. (FORMS & PROCEDURES)**

ATTACHMENT – 1A

NOT APPLICABLE

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY AND COPY OF BOARD RESOLUTION/ OTHER RELEVANT DOCUMENTS TO DEMONSTRATE THE AUTHORITY OF THE PERSON ISSUING THE POWER OF ATTORNEY IN ACCORDANCE WITH CLAUSE 8.1.1 (b) OF ITB

(NOTE: Bidders may note that no prescribed proforma has been enclosed for Power of Attorney)

Sample Format for Power of Attorney for signing of Bid (Sample Format)

Know all men by these presents, We,(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms(Name), son/daughter/wife ofand presently residing at , who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the (Name of the Project *****) invited by NVVN including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Bidders' and other conferences and providing information / responses to NVVN, representing us in all matters before NVVN, signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with NVVN in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or till the entering into of the contract agreement with NVVN.

AND we hereby agree to ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, , THE ABOVE NAMED PRINCIPAL
HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF ,
20.....

For
(Signature, name, designation and address)
of person authorized by Board Resolution
(in case of Firms/Company)/Partner in case of
Partnership Firms

WITNESS:

- 1.
- 2

(Qualification Data)

Dear Sirs,

We seek qualification under Clause 8.1.2(a) of Section ITB and Item No. 4.0 of Bid Data Sheet and our qualification data in support thereof is enclosed in the following Attachments:

- | | | | |
|-----|----------------------------|---|--|
| 1. | Attachment 3A-1 | : | Details Pertaining to Technical Qualification |
| 2. | Attachment 3A-2 | : | Details Pertaining to Financial Qualification |
| 3. | Attachment 3B | : | Details of Financial Capacity Status |
| 4. | Attachment 3C | : | Details of Design, Engineering, manufacturing, Construction, Quality and testing Capabilities |
| 5. | Attachment 3D | : | Details of manufacturing capacities & Plant Loading |
| 6. | Attachment 3E | : | Present order book position |
| 7. | Attachment 3F | : | Past Performance Data |
| 8. | Attachment 3G | : | Data regarding Key Construction Personnel |
| 9. | Attachment 3H | : | Manpower Loading Data |
| 10. | Attachment 3I | : | Original Deed(s) of Joint Undertaking (if applicable) |
| 11. | Attachment 3J | : | Brief write up regarding Project Management Organisation |
| 12. | Attachment 3K | : | Provenness Criteria (if applicable) |
| 13. | Attachment 3L | : | JV agreement (if applicable) |

We further understand and agree that any misleading or false information furnished by us may result in summary rejection of our bid.

Note: The Bidder shall enclose relevant documents like copies of authentic purchase order, completion certificates, agreements etc. supporting the details/data provided in Attachments-3A to 3L.

(PROJECT MANAGEMENT ORGANISATION)

Dear Sirs,

1.0 We furnish below the brief write-up* in support of our established project management organization.

* Bidder to use their own format for above details.

JV AGREEMENT
(NOT APPLICABLE)

Deleted

(Conformity of Facilities)

BIDDER TO ATTACH DOCUMENTARY EVIDENCE ESTABLISHING THAT THE FACILITIES OFFERED CONFORM TO THE BIDDING DOCUMENTS.

(Note: Bidders may note that no prescribed proforma has been enclosed for documentary evidence establishing that the facilities offered conform to bidding documents.)

(List of Special Maintenance Tools & Tackles)

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles are already included in the lumpsum bid price. We further confirm that the list of Special Maintenance tools & tackles includes all the items specifically mentioned in scope of supply & services covered in Section-VI, Technical Specification of Bidding Document.

Notwithstanding what is stated above we further confirm that any additional special maintenance tools and tackles required for the equipment supplied under this package shall be furnished by us at no extra cost to the Employer.

| Sl. No. | Description of Equipment | Description of Tools & Tackles | Unit | Qty |
|---------|--------------------------|--------------------------------|------|-----|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Note : Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

(Schedule of Erection Tools & Plant and Safety Equipments & Safety Personal Protective Equipments)

I. ERECTION TOOLS & EQUIPMENTS

We indicate herein below the erection tools & plant we have in our possession and the equipment we propose to bring to the Site, in case the contract is awarded to us.

| Sl. No. | Type and Description of the Equipment | Number the Bidder has in Possession | Number the Bidder proposes to bring to the site |
|---------|---------------------------------------|-------------------------------------|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

We hereby confirm that the quantity and type of Certain tools and equipment, we will employ for construction/erection, will not be less than those listed above and agree to bring more equipment, if so warranted, in the opinion of the Project Manager. Our proposed construction/erection equipment utilization plan indicating utilization dates and time duration of all major erection and construction equipment placed on site is enclosed at Annexure.....to this attachment.

Note : Continuation sheets of like size and format may be used as per Bidder's requirement and shall be annexed to this Attachment.

II. Safety Equipments & Safety Personal Protective Equipments

The list of minimum suggestive **Safety Equipments & Safety Personal Protective Equipments** we propose to bring to the Site, in case the contract is awarded to us is indicated below:

| Sl. No. | Minimum Suggested List of Safety Equipments and Safety Personal Protective Equipments | Minimum Quantity |
|---------|---|------------------|
| | | |
| | | |
| | | |

We hereby confirm that the quantity and type of equipments, we will employ for construction/erection, will not be less than those listed above and agree to bring more equipment, if so warranted, in the opinion of the Project Manager.

Note: Continuation sheets of like size and format may be used as per Bidder's requirements and shall be annexed to this Attachment.

Date :

Place :

(Signature)

(Printed Name)

(Designation)

(Common Seal)

(List of Commissioning / Start-up Spares)

Dear Sir,

We indicate herein below the list of Commissioning/ Start-up Spares required for the subject package:

| Sl. No. | Item Description | Unit | Quantity |
|---------|------------------|------|----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

We note that the above list is subject to your approval and we shall ensure the availability of the required quantity of Commissioning spares as approved by you without any additional cost to you before start-up/initial operation.

Note : Continuation sheets of like size and format to be furnished and shall be annexed to this Attachment.

(Information regarding Quality Assurance Program)

Dear Sirs,

We hereby provide the necessary information on Quality Assurance Program containing the overall Quality Management and procedures, which we propose to follow during various phases of execution of the Contract.

Note : Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

[Additional Information]

Dear Sirs,

We wish to provide the following additional information in our Bid. We confirm that no price component has been included in the additional information.

| Sl. No. | Description of Information | Reference to Bidding Documents | Reference to bid Proposal |
|---------|----------------------------|--------------------------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Note : Continuation sheets of like size and format may be used as per Bidder's requirements and annexed to this Attachment.

[Demonstration Parameter/ Guarantee Declaration]

As per Technical Specification Section VI of Bidding document

[Functional Guarantee]

As per Technical Specification Section VI of Bidding document

..... **PACKAGE FOR**
BIDDING DOCUMENT NO.

INTEGRITY PACT

Between

NTPC Vidyut Vyapar Nigam Ltd (NVVN) (hereinafter referred to as "The PMC ")

and

..... (hereinafter referred to

as "The Bidder/Contractor ")

and

..... (hereinafter referred to as "JV Partner/
Consortium Members" (if applicable)

Preamble

The PMC invites the bids from all eligible bidders and intends to enter into Contract for with the successful bidder(s), as per organizational systems and procedures. The Employer values full compliance with all relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PMC will appoint Independent External Monitor(s) (IEM), who will monitor the bidding process and the execution of the Contract for compliance with the principles mentioned above.

Section 1 Commitments of the Employer

1. The PMC Commits itself to take all measures necessary to prevent corruption and to observe the following principles in this regard:-
 - a) No employee of the PMC , either in person or through family members including relatives, will in connection with the bidding for or the execution of a Contract, demand or accept a promise for or accept for him/herself or for a third person, any material or immaterial benefit to which he/she is not legally entitled to.
 - b) The PMC shall, during the bidding process treat all Bidders with equity and reason. The PMC will, in particular, before and during the bidding process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the bidding process or the Contract execution.
 - c) The PMC will exclude from the process all known prejudiced persons.
2. If the PMC obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act or if there be a substantive suspicion in this regard, the PMC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 Commitments and Undertakings by the Bidder/Contractor

1. The Bidder/Contractor commits and undertakes to take all measures necessary to prevent malpractices & corruption. He commits himself to observe the following principles during his participation in the bidding process and during the execution of the contract:
 - a) The Bidder/ Contractor undertakes not to, directly or through any other person or firm offer, promise or give or influence to any employee of the ~~Employer~~ PMC associated with the bidding process or the execution of the contract or to any third person on their behalf any material or immaterial benefit which he/she is not legally entitled, in order to obtain in exchange any advantage of any kind whatsoever during the bidding process or during the execution of the contract.
 - b) The Bidder/ Contractor undertake not to enter into any undisclosed agreement or understanding, whether formal or informal with other Bidders. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other action to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Contractor undertakes not to commit any offence under the relevant Anti-corruption Laws of India; further the Bidder/Contractor will not use improperly, any information or document provided by the ~~Employer~~ PMC as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically for purposes of competition or personal gain and will not pass the information so acquired on to others.
 - d) The Bidder/ Contractor, when presenting his bid, undertakes to disclose any and all payments made, or is committed to or intends to make to agents, brokers or any other intermediaries in connection with the bidding process and / or award of the contract.
 - e) The Foreign Bidder/ Contractor, when presenting his bid, undertakes to disclose the name and address of agents and representative in India. Further, Indian Bidder/ Contractor when presenting his bid, undertakes to disclose the name and address of its foreign principals or associates.
2. The Bidder/ Contractor will not instigate and allure third persons/parties to commit offences outlined above or be an accessory to such offences.

Section 3 Disqualification from Bidding Process and Exclusion from Future Contracts

1. If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of any provisions of Section 2 so as to put his reliability or credibility as Bidder into question, the PMC shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process or to terminate the contract, if signed on that ground.
2. If the Bidder/ Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the PMC shall be entitled to exclude including blacklist and put on holiday the Bidder/ Contractor for any future tenders/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the PMC taking into consideration the full facts and circumstances of each case particularly taking into account the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a period not exceeding two (02) years.
3. A transgression is considered to have occurred if the PMC after due consideration of the available evidence concludes that no reasonable doubt is possible.
4. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the PMC's absolute rights to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

5. Subject to full satisfaction of the PMC , the exclusion of Bidder/ Contractor could be revoked by the PMC if the Bidder/ Contractor can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.

Section 4 Compensation for Damages including Forfeiture of Earnest Money Deposit/ Security Deposit/ Performance & Advance Bank Guarantees

1. If the PMC has disqualified the Bidder/ Contractor from the bidding process or has terminated the contract pursuant to Section 3, the PMC shall forfeit the Earnest Money Deposit/Bid Security, encash Contract Performance Bank Guarantees in addition to excluding the bidder from the future award process and terminating the contract.
2. In addition to 1 above, the PMC shall be entitled to take recourse to the relevant provisions of the contract related to Termination of Contract due to Contractor's Default.

Section 5 Previous Transgressions

1. The Bidder swears on oath that no previous transgression impinging on anti-corruption principles / any malpractice as mentioned in Section-2 has occurred in the last three years immediately before signing of this Integrity Pact, with any other company / any Public Sector Enterprise/ Undertaking in India / any Government Department in India.
2. If the Bidder makes incorrect statement on previous transgression as mentioned above in para 1, Bidder can be disqualified from the bidding process or the contract, if already awarded, can be terminated on this ground

Section 6 Company Code of Conduct

Bidders 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.

Section 7 Independent External Monitors (IEM)

1. The PMC will appoint competent and credible Independent External Monitor for this Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He shall report to CEO of the PMC or a person authorized by him.
3. The Bidder/Contractor accepts that the IEMs have the right to access without restriction to all Project documentations of the PMC including that provided by the Contractor. The Contractor will also grant the IEMs, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his Project Documentations. The same is applicable to Subcontractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder / Contractor / Sub-Contractors/ JV partners/Consortium member with confidentiality.
4. The PMC will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Employer and the Contractor. The parties offer to the IEMs the option to participate in such meetings.
5. As soon as the IEMs notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Employer (CEO of the PMC or a person authorized by him) and request to discontinue or to take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, Independent External Monitor shall give an opportunity to the bidder/contractor to present its case before making its recommendations to the PMC .

6. The IEMs will submit a written report to CEO of the PMC or a person authorized by him within 30 days from the date of reference or intimation to him by the Employer and, should the occasion arise, submit proposals for correcting problematic situations.
7. The Bidder / Contractor accepts that they shall not approach courts while the matter / complaint / dispute has been referred to the IEM in terms of this pact and they shall await IEM's decision before approaching any Court.
8. If the IEMs have reported to CEO of the PMC or a person authorized by him a substantiated suspicion of an offence under relevant IPC/ PC Act, and he has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
9. The word " IEM" will include Singular or Plural.

Section 8 Pact Duration

This Pact comes into force from the date of signing by all the parties. It shall expire for the Contractor 12 months after the last payment under the respective Contract, and for all other unsuccessful bidders 6 months after the Contract has been awarded.

Section 9 Miscellaneous Provisions

1.0 This Pact is subject to Indian Law. The place of performance and jurisdiction shall be New Delhi. 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.

2. The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
3. If the Contractor is a JV partnership / Consortium, this agreement must be signed by all the partners of JV / Consortium Partners as the case may be.

The Parties hereby sign this Integrity Pact at on this day of 20

Employer

Bidder/ Contractor

Joint Venture Partner(s)/
Consortium member(s) (As
Applicable)

Witness

Witness

Witness

1. _____

1.

1.

2. _____

2.

2.

INTEGRITY PACT Of NALCO LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2025, between, on one hand, the National Aluminium Company Limited (NALCO), a company registered under the Companies Act 1956 and a Government of India Enterprise, having its Registered Office at NALCO Bhawan, P/1, Nayapalli, Bhubaneswar- 751013, Odisha, India (referred to as NALCO) acting through _____ (with designation of the Officer) (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ (company name) represented by Mr./Ms. _____ (person name), Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure for _____ and the BIDDER/ Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

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: -

Enabling the BUYER to obtain the desired said stores/equipment 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

Enabling BIDDERS 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 BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, 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 from the BIDDER, either for themselves or for any person or organisation 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.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the

BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER 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 BUYER 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 Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
 - 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
 - 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
 - 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
 - 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
 - 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender. The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.
 - 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

3.13 Bidder(s)/ Contractor(s) who have signed the integrity pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

4. **Previous Transgression**

4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.

4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Sanctions for Violations:**

5.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To en-cash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of NALCO for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been

committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

6. **Independent External Monitors (IEMs):**

- 6.1 The BUYER has a panel of Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission as mentioned in NALCO's NIT/ NALCO's website (www.nalcoindia.com).
- 6.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 6.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 6.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 6.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 6.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 6.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.

7. **Facilitation of Investigation:**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

8. **Law and Place of Jurisdiction:**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

9. **Other Legal Actions:**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

10. **Validity:**

- 10.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this 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 CMD, NALCO.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original

intentions.

11. If the bidder/ Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members
12. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of
BUYER

For & on behalf of
BIDDER

Name of the Officer:

Designation:

Company: NALCO

Official Seal

Witness

1. _____

2. _____

Witness

1. _____

2. _____

(Details of Foreign Principals of Indian Bidders)

Bidder's Name and Address: To

Dear Sirs,

We here by declare the details of our foreign principals as below:

| <i>Sl. No.</i> | <i>Name</i> | <i>Detailed Address</i> | <i>Relationship with Bidder</i> |
|----------------|-------------|-------------------------|---------------------------------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |

(Technical Data Sheet)

AS PER TECHNICAL SPECIFICATION

NAME OF CONTRACT: DEVELOPMENT OF 7000 KW ROOFTOP SOLAR POWER PROJECT FOR NALCO AT ANGUL & DAMANJODI

BIDDING DOCUMENT NO.: NVVN/C&M/RE-431/2025-26

(Declaration on Local Content for granting of purchase preference)

(To be submitted online with Techno-Commercial Bid)

****(i) We confirm that we fulfill the requirements of Local content for Class-I local supplier.***

The details of the location(s) at which the local value addition is made are as under

| Sl. No. | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|---------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

OR

****(i) We confirm that we fulfill the requirements of Local content for Class-II local supplier.***

The details of the location(s) at which the local value addition is made are as under:

| Sl. No. | Description of Goods & Services | Details of the location(s) at which the local value addition is made |
|---------|---------------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

#We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make in India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP)."

****Bidder to strike-off whichever is not applicable***

#[Applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores.]

##In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition.

(CHECKLIST FOR TECHNO-COMMERCIAL BID)

Bidder's Name and Address :

To
Contract Services
NVVN Ltd.,
Noida - 201301

Dear Sirs,

Check List of documents to be submitted for Envelop-I (Techno-Commercial) Bid.

| Sl. | Details of Checks | Enclosed : Yes / No |
|------|--|---------------------|
| 1. | BID FORM (TECHNO-COMMERCIAL BID) | |
| 2. | ATTACHMENT-1 | |
| 3. | ATTACHMENT-2 | |
| 4. | ATTACHMENT-3 (INCLUDING QR DETAILS & DEED OF JOINT UNDERTAKING, IF APPLICABLE) | |
| 5. | ATTACHMENT-4 AND ATTACHMENT-4A | |
| 6. | ATTACHMENT-5 | |
| 7. | ATTACHMENT-6 | |
| 8. | ATTACHMENT-7 | |
| 9. | ATTACHMENT-8/8A | |
| 10. | ATTACHMENT-9 | |
| 11. | ATTACHMENT-10 | |
| 12. | ATTACHMENT-11 (NA) | |
| 13. | ATTACHMENT-12 | |
| 14.* | ATTACHMENT-13 | |

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

**ATTACHMENTS FOR
ENVELOPE-2 (PRICE)**

(Declaration regarding Import Content in Ex-works price of Schedule-2)

Dear Sirs,

Declaration regarding Import Content included in Schedule-2 of our bid price

The details of Import Content included in Schedule-2 of our bid price are as follows:

| Sl.No. | Description of Items | Quantity | *Value (included in our Bid Price) |
|--------|----------------------|----------|------------------------------------|
|--------|----------------------|----------|------------------------------------|

These details are furnished for the purpose of issuance of the Required Certificate as per ITB Clause 10.6. We further confirm that we shall be solely responsible for availing benefits (If Available).

*** Please state the currency and fill in the amount in figures and words.**

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal).....

**(Declaration regarding Customs Duty Benefits for Import of
Construction Equipment)**

Dear Sir,

1. We confirm that we are solely responsible for obtaining the Customs Duty Benefits for import of Construction Equipment which we have considered in our bid and in case of failure to receive such benefits, Employer will not compensate us in any manner whatsoever.
 2. We further confirm that we will not claim for adjustment in Contract Price on account of variation in or withdrawal of Custom Duty Benefits for Import of Construction Equipment.
 3. We are furnishing below the information required by the Employer for issue of relevant Certificates in terms of the Customs Act & Notification of the Govt. of India:
- (A) *CIF Value of Construction Equipment to be imported by the Bidder including sub-contractor(s) of the Bidder.

.....

.....

.....

We further confirm that aforesaid CIF value has not been included in Attachment-1P.

*** Please state the currency and fill in the amount in figures and words.**

- B.** Description and quantities of the Construction Equipment to be imported by the Bidder / sub-contractor(s) for deployment to site under the package.

| Sl. | Description of item to be imported | Quantity (No.) |
|-----|---------------------------------------|----------------|
|-----|---------------------------------------|----------------|

- C.** We confirm that the Construction Equipment being imported as per 'B' above shall be deployed at the Project Site for the purpose of execution of Package as per bidding document No.

Note : Continuation sheets of like size and format may be used as per Bidders requirements and shall be annexed to this Attachment.

[FUNCTIONAL GUARANTEES]

Dear Sirs

We declare that the ratings, capacities and performance figures of the equipment furnished by us under the package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures indicated below as established after conducting the guarantee tests, you may at your discretion accept the equipment/system after assessing the liquidated damages as specified in Section-VI (Technical Specifications) of the Bidding Documents, or reject the equipment/system and recover payments already made.

| ----- | |
|-----------------------------|--------------------|
| S.No. Guaranteed Parameters | Guaranteed Figures |
| ----- | |

[As per Technical Specification]

(Price Adjustment Data)

(NOT APPLICABLE)

(CHECKLIST FOR PRICE BID)

Bidder's Name and Address :

To
Contract Services
NVVN Ltd.,
Noida - 201301

Dear Sirs,

Check List of documents to be submitted for Envelop-II (Price) Bid.

| Sl. | Details of Checks | Enclosed : Yes / No | No. |
|------|-------------------|---------------------|-----|
| 1. | ATTACHMENT-1P | | |
| 2. | ATTACHMENT-2P | | |
| 3. | ATTACHMENT-3P | | |
| 4. | ATTACHMENT-4P | Not Applicable. | |
| 5. * | | | |

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

BIDDING DOCUMENTS

FOR

**DEVELOPMENT OF 7000 KW ROOFTOP SOLAR
POWER PROJECT FOR NALCO AT ANGUL &
DAMANJODI**

SECTION – VII BOOK 2 OF 2

BIDDING DOCUMENT NO.: NVVN/C&M/RE-431/2025-26

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued).

TABLE OF FORMS AND PROCEDURES

| Sl.No. | Description | |
|----------------------------------|---|-------------------------|
| Section-VII (Part 1 of 2) | | |
| 1a. | Techno-Commercial Bid (Envelope-1) (Bid Form along with Attachments) | |
| 1b. | Price Bid (Envelope-2) (Attachments for Envelope-II and Price Schedules) | |
| Section-VII (Part 2 of 2) | | |
| 2. | Bid Security Form - Bank Guarantee | |
| 2a. | Form of Insurance Surety Bond towards Bid Security | |
| 2b. | Bid Security Form - Bank Guarantee in case of Bid from Joint Venture | - NOT APPLICABLE |
| 2b. | Bid Security Form - Letter of Credit | - NOT APPLICABLE |
| 3 | (a) Form of Notification by the Employer to the Bidder | - NOT APPLICABLE |
| | (b) Form of Sight Draft | - NOT APPLICABLE |
| 4. | Forms of Notification of Award | |
| 5. | Form of Contract Agreement | |
| 6. | Performance Security Form | |
| 6a. | Performance Security Form in case of Contract awarded to Joint Venture | |
| 7(i). | Bank Guarantee Form for Advance Payment (Supply Ex-Works) | |
| 7(ii). | Bank Guarantee Form for Advance Payment (Installation Services) | |
| 7(iii). | Bank Guarantee Form for Advance Payment (in case of Contract awarded to Joint Venture) | |

| Sl. No. | Description |
|----------------|--|
| 8. | Form of Completion Certificate |
| 9. | Form of Operational Acceptance Certificate |
| 10. | Form of Trust Receipt |
| 11. | Forms of Indemnity-cum-Undertaking Agreements (2 Nos.) |
| 12. | Form of Authorization Letter |
| 13. | Form of Deed of Joint Undertaking |
| 14. | Form of Bank Guarantee/Insurance Surety Bond by Associate/ Collaborator |
| 15. | Form of Joint Venture Agreement |
| 16. | Form of Bank Guarantee/Insurance Surety Bond Verification Check List |
| 17. | Form of Extension of Bank Guarantee/Insurance Surety Bond |
| 18. | Form of Indemnity-cum-Undertaking Agreement (for Removal of Surplus Material and scraps) |
| 19. | Form of Contract Closing Certificates |
| 20. | Declaration of absence of Conflict of Interest with Conciliation Committees of Independent Experts (CCIE) |
| 21. | Declaration of Absence of Conflict of Interest with Independent Engineer (IE) |
| 22. | Electronic Fund Transfer form |
| 23. | BG forwarding letter from Bank to Unified Treasury in Bank's letterhead |

2. BID SECURITY FORM

Bank Guarantee

(To be stamped in accordance with Stamp Act,
if any, of the Country/ state of the issuing Bank)

Bank Guarantee No.

Date.....

To :

NVVN Ltd.

[PMC's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No , M/s
.....(**) having its Registered/Head Office at
..... hereafter called the 'Bidder') wish to participate in the said bid for [Name
ofPackage].....

As an irrevocable bank guarantee against Bid Security for an amount of
.....(*).....valid for days
from.....(**) required to be submitted
by the Bidder as a condition precedent for participation in the said bid which amount is liable to
be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the[Name & address of
the Bank].....having our Head Office
at.....(#).....guarantee and undertake to
pay immediately on demand by.....[Name of the PMC]
(hereinafter called the 'PMC').....the amount of
.....(*)..... without any reservation, protest, demand and
recourse. Any such demand made by the 'PMC' shall be conclusive and binding on us irrespective of
any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to(@)..... If any
further extension of this guarantee is required, the same shall be extended to such required
period (not exceeding one year) on receiving instructions from M/s.....(**) [Bidder's
Name] on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents.

(**) This shall be the date of opening of bids.

(#) Complete mailing address of the Head Office of the Bank to be given.

(@) This date shall be forty five (45) days beyond the validity of bid.

2. The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.
3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.
5. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

2a. Form of Insurance Surety Bond (for EMD only) towards Bid Security
(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To
[PMC's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No..... ,
M/s.....[Bidder's Name]..... having its Registered/Head Office at
..... (hereinafter called the 'Bidder') wish to participate in the said bid
for [Name of Package] As an irrevocable
Insurance Surety Bond against Bid Security for an amount of..... (*)
..... valid for..... days from
.....(**)required to be submitted by the Bidder as
a condition precedent for participation in the said bid which amount is liable to be forfeited on the
happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer]
.....having our Head Office at.....(#)
..... guarantee and undertake to pay immediately on demand by NTPC
Vidyut Vyapar Nigam Limited (hereinafter called the 'PMC') the amount of
.....(*).....without any reservation, protest, demand and
recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective
of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms
thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto
.....(@)..... If any further extension of this Insurance Surety Bond is required, the same
shall be extended to such required period (not exceeding one year) on receiving instructions from M/s
.....[Bidder's Name]on whose behalf this Insurance
Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on
this.....day of.....20.....at.....
.....

(Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide

Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the Bid Data Sheets.

(**) This shall be the date of opening of Techno-Commercial bids.

(#) Complete mailing address of the Head Office of the Insurer to be given.

(@) This date shall be forty five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

2b. Bid Security Form

(IN CASE OF BID FROM JOINT VENTURE) – NOT APPLICABLE

FORM No. 2 (b)

BID SECURITY - LETTER OF CREDIT

- NOT APPLICABLE -

FORM No. 2 (c)

FORM No. 2 (e)

SOCIAL ACCOUNTABILITY 8000 COMPLIANCE FORMAT

A. Basic information

| | | |
|-----------------------------------|----------------------|------------------------|
| Name of the organization | | |
| Address | | |
| Telephone No | | |
| Name of the Proprietor | | |
| Nature of Business | | |
| License Number and date of expiry | | |
| Employees | Staff (Total Number) | Workmen (Total Number) |
| • Permanent | | |
| • Casual | | |
| • Badli | | |
| • Temporary | | |
| • Contracted | | |

B. Information regarding Social Accountability

What is the minimum age required to join your organization? _____ Years

What types of certificates (Like mark sheet, birth certificate) you keep with you? Original Copy / Xerox

Do you require to keep any kind of deposit inform of cash at the time of employment? Yes/No

Do you provide safe & healthy work environment as per statutory requirement? Yes/No

If directly not provided by you, do you get health & safety benefits from NALCO? Yes/No

Are you certified for SA 8000? Yes/No
If yes, please submit a copy of SA8000 Certificate along with this filled up questionnaire

Have you undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No
If yes, please submit a copy of Code of Conduct Audit Report along with this filled-up questionnaire

Have your sub-suppliers been certified for SA 8000? Yes/No

Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No

Do you provide personal protective equipment(s) to your employees free of cost? Yes/No

Do you provide safety training for your employees? Yes/No
Do you ensure canteen facilities for your employees? Yes/No

If not, do you get the facilities from NALCO Yes/No

What types of medical benefits you provide to your employees?

Do you allow trade union and collective bargaining in your organization? Yes/No
If no, how do you ensure freedom of expression?

In case of non-performance of any employee, how do you deal with such situations?

What are the procedures of hiring/promotion/ remuneration in your organization?

Do you provide appointment letters to your employees? Yes/No

Do you maintain documented terms and conditions of employment? Yes/No

Do you maintain a disciplinary procedure? Yes/No

If not, how do you terminate your employee?

How do you ensure that your employees are not discriminated against on the basis of cast creed, gender, religion, age and diseases?

How many shifts you have? _____ shifts

What is the official working time? _____ hours

Which day is off day in your organization? _____

In case, a person works in off day or holiday, how is he/she compensated?

Do you pay overtime to your employees as per law? Yes/No

What is the lowest amount (salary/wage) you pay to your employees? Rs. _____/-

Is there any case of deduction in wage? Yes/No

In case, it is yes, what are the general reasons for such deduction?

Is there any apprentice period in your organization? Yes/No

If yes, what is the apprentice period in your organization? _____

Do you have any international certification Yes/No

If yes, please specify

Do you receive, handle or promote goods and/or services from supplier/ subcontractors or sub-suppliers Yes/No

Do you receive, handle or promote goods and/or services from supplier/ subcontractors or sub-suppliers who are classified as home workers? Yes/No

If yes, what steps have you taken to ensure that they get similar level of protection as afforded to directly employed employees?

Have you taken care to look into issues related to child labor Forced labor, health & safety, working hours and remuneration of your suppliers Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform your organization. We also declare that the sub-contractors/sub supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness program as well as monitoring program organized by you.

We declare that the above-mentioned information is correct.

Signature:

Designation:

Date

Seal of the organization

**3. (a) FORM OF NOTIFICATION BY THE
EMPLOYER TO BIDDER**

(b) FORM OF SIGHT DRAFT

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BIDDER

- NOT APPLICABLE -

3b. FORM OF SIGHT DRAFT

- NOT APPLICABLE -

4. FORM OF NOTIFICATION OF AWARD

**4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR
SUPPLY OF PLANT AND EQUIPMENT**

NOTE: *INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD
ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.*

Ref. No. : Date:

..... (Contractor's Name & Address)

.....

.....

..... Attn: Mr.

Sub: Notification of Award of Contract for Supply of.....(*Package
Name*) as per Bidding Document No.....

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB) No.dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no.
..... dated comprising the following :

*.....(List out all the Sections/Volumes of the Bidding Documents
along with Tender Drawings etc. as issued to the bidder).....*

Errata/Amendment No..... to..... (*Name of Section/Volume of the
Bidding Documents to which Errata/Amendment pertains*) issued to
you vide our letter no. dated

*(Applicable only if any Errata/Amendment to the Bidding Documents has been
issued subsequently)*

(iii) Clarifications furnished to you on the Bidding Documents vide our letter no.....
dated based on the query raised by **you/one of the prospective
bidders. (Use as applicable)**

*(Applicable only if any clarification to the Bidding Documents has been
issued subsequently)*

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER

**CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF
BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)**

- (iv) Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no. dated..... **(Delete if not applicable).**
- (v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security (If Applicable)
- (vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
- (a) Minutes of Meeting regarding Commercial issues (APPENDIX)
 - (b) Minutes of Meeting on Technical issues (APPENDIX.....) (c)
 - Minutes of Meeting regarding Work Schedule (APPENDIX)
 - (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX)
- 2.0 We confirm having accepted your proposal submitted vide letter no. dated and its modification vide letter no.dated **(Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of**(Indicate brief Scope of Work)** of..... **(Name of Package)**for **(Name of project)**..... as per Specification No. :..... (hereinafter referred to as the 'First Contract').
- 3.0 We have also notified you vide our Notification of Award No..... dated for award of Second Contract on you for the work of **(Indicate brief scope of work of the Second Contract)** complete **(Name of Package)** for **(Name of Project)**.....as per Bidding Document No..... (hereinafter referred to as the 'Second Contract').
- 3.1 We have also notified you vide our Notification of Award No dated for award of Third Contract on you for the work of **(Indicate brief scope of work of the Third Contract)** complete **(Name of Package)** for **(Name of Project)** as per Bidding Document No..... (hereinafter referred to as the 'Third Contract').

3.2 You shall also be fully responsible for the works to be executed under the 'Second Contract' and/or "Third Contract" and it is expressly understood and agreed by you that any breach under the 'Second Contract'" shall automatically be deemed as a breach of this 'First Contract' and vice- versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' and/or 'Third Contract' recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve you of any of your responsibilities/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this Contract when installed and commissioned under the 'Second Contract' and operated and maintained by you under 'Third Contract' shall give satisfactory performance in accordance with the provisions of the Contract

4.0 The total Contract Price for the entire scope of work under the Contract shall be**(Specify the amount and currency)**..... as per the following break up :

(i) **Ex-manufacturing works/place of despatch price (both in India) for Main Equipment**

(ii) **Ex-manufacturing works/place of despatch price (both in India) for Mandatory spares**

(iii) ~~Type test~~ charges
(Delete if not applicable)

TOTAL (i + ii + iii)

(..... **(Specify the total amount in words)**))

5.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....
(Specify) days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

for and on behalf of
.....(***Name of the Employer***).....

(Authorised Signatory)

Encl.: As above.

**3b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR INSTALLATION OF
PLANT AND EQUIPMENT, CIVIL AND ALLIED WORKS ETC.**

NOTE : ***INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE
TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.***

Ref. No. :

Date:

..... ***(Contractor's Name & Address)***.....

.....

.....

..... Attn: Mr.....

Sub: **Notification of Award of Contract for Inland Transportation, Insurance, Installation, Civil
and Allied Works etc., Testing & Commissioning and Guarantee Tests of
..... *(Package Name)* as per Bidding
Document No.....**

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB)dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no.
..... dated comprising the following :

***..... (List out all the Sections/Volumes of the Bidding Documents along
with Tender Drawings etc. as issued to the bidder).....***

Errata/Amendment No..... to..... ***(Name of Section/Volume of
the Bidding Documents to which Errata/Amendment pertains)*** issued to
you vide our letter no.dated.....

***(Applicable only if any Errata/Amendment to the Bidding Documents has been
issued subsequently)***

(iii) Clarifications furnished to you on the Bidding Documents vide our letter
no..... dated based on the query raised by **you/one of the
prospective bidders. (Use as applicable)**

***(Applicable only if any clarification to the Bidding Documents has been
issued subsequently)***

***(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER
CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF***

BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)

- (iv) Your Proposal for the subject package submitted vide your letter No. dated **and its modification vide letter no. dated (Delete if not applicable).**
- (v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security (If Applicable).
- (vi) Our Fax message/letter No. dated..... inviting you for post bid discussions.
- (vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :
- (a) Minutes of Meeting regarding Commercial issues (APPENDIX.....) (b) Minutes of Meeting on Technical issues (APPENDIX)
- (b) Minutes of Meeting regarding Work Schedule (APPENDIX -) (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX-.)
- 2.0 We confirm having accepted your proposal submitted vide letter no..... dated **and its modification vide letter no.....dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of**(Indicate brief Scope of Work)** of **(Name of Package)** for **(Name of project)**..... as per Bid Document No. : (hereinafter referred to as the 'Second Contract').
- 3.0 We have also notified you vide our Notification of Award No dated for award of 'First Contract' on you for the work of.....**(Indicate brief scope of work of the First Contract)** complete **(Name of Package)** for **(Name of Project)** as per Bidding Document No..... (hereinafter referred to as the 'First Contract').
- 3.1 We have also notified you vide our Notification of Award No..... dated for award of 'Third Contract' on you for the work of (Indicate brief scope of work of the Third Contract) complete (Name of Package) for (Name of Project) as per Bidding Document No..... (hereinafter referred to as the 'Third Contract').

3.2 You shall also be fully responsible for the works to be executed under the 'First Contract' and it is expressly understood and agreed by you that any breach under the 'First Contract' shall automatically be deemed as a breach of this 'Second Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'First Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Second Contract' as well and vice-versa. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve you of any of your responsibilities/obligations under this 'Second Contract'. It is also expressly understood and agreed by you that the equipment / materials to be supplied by you under the 'First Contract' when installed and commissioned under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

4.0 The total Contract Price for the entire scope of work under the Contract shall be **(Specify the amount and currency)** as per the following break up :

- (i) Inland transportation and inland transit insurance charges
for Main Equipment
- (ii) Inland transportation and inland transit insurance charges
for Mandatory spares
- (iii) Unloading and handling at site, storage, erection, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee Tests Charges
- (iv) Civil and Allied Works etc.
- (v) Payment related to safety aspect
- TOTAL (i + ii + iii + iv+ v)
- (.....**(Specify the total amount in words)**.....)

5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within.....**(Specify)**. days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
.....(**Name of the** Employer).....

(Authorised Signatory)

Encl.: As above.

**3c. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT
FOR OPERATION & MAINTENANCE WITH AMC OF COMPLETE SOLAR PV
PLANT**

NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.

Ref. No. : Date:

..... (Contractor's Name & Address).....

.....

.....

..... Attn: Mr.

Sub: Notification of Award of Contract for Operation & Maintenance with AMC of complete Solar PV plant for a period of _____ years from the date of successful completion of commissioning of..... (Package Name) as per Bidding Document No.....

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB) No.dated.....

(ii) Bidding Documents for the subject package issued to you vide our letter no. dated comprising the following :

.....**(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder)**.....

Errata/Amendment No..... to..... **(Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains)** issued to you vide our letter no. dated

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

(iii) Clarifications furnished to you on the Bidding Documents vide our letter no..... dated based on the query raised by **you/one of the prospective bidders. (Use as applicable)**

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO THE DATE OF BID OPENING)

(iv) Your Proposal for the subject package submitted vide your letter No.

dated..... and its modification vide letter no.
..... dated.....(Delete if not applicable).

(v) Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

**(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY THER
CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)**

(vi) Our Fax message/letter No..... dated..... inviting you for post bid discussions.

(vii) Post bid discussions and meetings we had with you from to resulting into the following Minutes of Meeting enclosed herein with this Notification of Award :

- (a) Minutes of Meeting regarding Commercial issues (APPENDIX.....)
- (b) Minutes of Meeting on Technical issues (APPENDIX -) (c) Minutes of Meeting regarding Work Schedule (APPENDIX)
- (d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX.....)

2.0 We confirm having accepted your proposal submitted vide letter no..... dated **and its modification vide letter no. dated (Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents, **Your subsequent letters (Use if relevant)** and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of(Indicate brief Scope of Work)
..... of..... (Name of Package)
.....for (Name of project)..... as per Specification No. : (hereinafter referred to as the 'Third Contract').

3.0 We have also notified you vide our Notification of Award No datedfor award of First Contract on you for the work of (Indicate brief scope of work of the First Contract) complete
..... (Name of Package) for.....(Name of Project) as per Bidding Document No..... (hereinafter referred to as the 'First Contract').

3.1 We have also notified you vide our Notification of Award No datedfor award of 'Second Contract' on you for the work of (Indicate brief scope of work of the Second Contract) complete
..... (Name of Package) for (Name of Project) as per Bidding Document No..... (hereinafter referred to as the 'Second Contract').

4.0 The total Contract Price for the entire scope of work under the Contract shall be (Specify the amount and currency) as per the following break up :

(i) Operation & maintenance of complete Solar PV plant for a period of _____years from the date of successful completion of commissioning.....

TOTAL (i)

(..... (Specify the total amount in words).....)

5.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within..... (Specify) days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,

for and on behalf of

.....(Name of the Employer).....

Encl.: As above.

(Authorized Signatory)

5. FORM OF CONTRACT AGREEMENT

5. Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the _____ day of _____, 20____..

BETWEEN

(1) *[Name of Employer]*, a corporation incorporated under the laws of *[country of Employer]* and having its principal place of business at *[address of Employer]* (hereinafter called “the Employer”), and (2) *[name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. *[list of facilities]* (“the Facilities”) and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1

Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award read in conjunction with Amendments/ Erratas, if any
- (c) Special Conditions of Contract read in conjunction with Amendments/ Erratas, if any
- (d) General Conditions of Contract read in conjunction with Amendments/ Erratas, if any
- (e) Technical Specifications and Drawings read in conjunction with Amendments/ Erratas, if any
- (f) The Bid and Price Schedules submitted by the Contractor
- (g) Form and Procedures (as listed) read in conjunction with Amendments/ Erratas, if any
- (h) Integrity Pact

1.2

Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3

Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of

2.1

Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the

Payment

Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2

Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1

Effective Date (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security;
- (c) The Employer has paid the Contractor the Advance Payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2

If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3

However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award. In this case, Contract price and/or time for completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and

has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5. Appendices The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer

[Signature]

[Title]

in the presence of _____

Signed by for and on behalf of the Contractor

[Signature]

[Title]

in the presence of _____

CONTRACT AGREEMENT

dated the _____ day of _____, 20_____

BETWEEN

[*“the Employer”*]

and

[*“the Contractor”*]

APPENDICES

| | |
|------------|---|
| Appendix 1 | Terms and Procedures of Payment |
| Appendix 2 | Price Adjustment |
| Appendix 3 | Insurance Requirements |
| Appendix 4 | Time Schedule |
| Appendix 5 | List of Approved Subcontractors |
| Appendix 6 | Scope of Works and Supply by the Employer |
| Appendix 7 | List of Documents for Approval or Review |
| Appendix 8 | Functional Guarantees |

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, based on the Price Break down given in the Section on Price Schedules. Application for payment in respect of part deliveries may be made by the Contractor as work proceeds.

TERMS OF PAYMENT

A. Schedule No.1: Plant and Equipment (excluding Mandatory spares and Type tests)

In respect of plant and equipment supplied the following payments shall be made:

For Ex-works Price component of plant and Equipment

- (I) **Seventy Five Percent (75%)** of Ex-works price component of the Contract price for each identified equipment on receipt of equipment at site on prorata basis and physical verification and certification by the Project Manager for the equipment received and stored at site, after obtaining clearance/approval from the concerned authority (DISCOM/TRANSCO/any other State Government body as applicable) for setting up the project behind the meter.
- (II) **Ten Percent (10%)** of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager.
- (III) **Fifteen Percent(15%)** of Ex-works price Component of the contract price on successful completion of PG Test and Completion of Facility on certification by the Project Manager.

Note:

- (i) The pro-rata payment will be based on the detailed price break-up furnished by the Contractor and approved by the Employer. The Billing Break Up shall be generally on item rate basis.
- (ii) In case Installation Price including Civil/Structural works price is less than **20%** of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Main Equipment (Sch-1) contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.
- (iii) In case the Transportation (including Inland Transit Insurance) is more than **4%** of Schedule 1, the amount by which it is higher shall be retained while releasing progressive payments due on transportation, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on Commissioning of the Premise.

B. DELETED

C. Schedule No. 2: Local Transportation

a) All Plant and Equipment

Hundred Percent (100%) of Local Transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) for the plant and equipment including mandatory spares and also recommended spares (if ordered) shall be paid to the Contractor pro-rata to the value of the equipment/spares received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount identified in the Contract for Local Transportation. However, where item wise local transportation charges (including port clearance, port handling and port charges etc., if applicable, and inland transit insurance charges) have been identified in the Contract, the payment for the same shall be made after receipt of the equipment/spares at site, based on the charges so identified in the Contract.

D. Schedule No. 3: Installation Services excluding operation and maintenance.

The Installation Services component of the Equipment Price shall be paid as under:

- I. **Seventy Five Percent (75%)** of the installation Services component of contract price shall be paid on pro-rata basis on completion of installation of equipment on certification by the Project Manager for the quantum of work completed and by the certification of Project Manager field quality surveillance representative for the successful completion of quality check points involved in the quantum of work billed.
- II. **Ten Percent (10%)** of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager
- III. **Fifteen Percent (15%)** of Ex-works price component of the Contract price on Completion of Facilities of Entire Project and issuance of Completion Certificate by the project manager.

- Notes:**
1. The bidder shall furnish a detailed break-up for the Erection Price Component of the package which shall be mutually discussed and finalized with the Owner. Progressive payment for Erection will be made against monthly bills based on certification by the Project Manager the work completed.
 2. The release of first progressive payment for Installation Services shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of NALCO GCC Clause 80. (Insurance) and acceptance of same by the Project Manager.
 3. In case the Installation Price (including Civil/Structural works price) is less than 20% of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-Works component of Main Equipment (Sch-1) and Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities

E. Schedule No. 3: Civil Works and Allied Works etc.

- (I) The Civil Works Price Component of the Contract Price shall be paid as under
Seventy Five Percent (75%) of the total Civil Works Price Component of Contract Price shall be paid progressively on certification by the Project Manager for the quantum of work completed/Milestones achieved and by Project Manager's field quality surveillance representative for the successful completion of quality check points involved in the quantum of work / Milestones billed.

The release of first progressive payment for Civil Works shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of the contract and acceptance of same by the Project Manager.

- (II) **Ten Percent (10%)** of Ex-works price Component of the contract price on successful Commissioning of the premise (along with Behind the meter connection) on certification by the Project Manager
- (III) **Fifteen Percent (15%)** of Ex-works price component of the Contract price on Completion of Facilities of Entire Project and issuance of Completion Certificate by the project manager.

Note: Further break-up of the above percentages for making payments for the billing period shall be furnished by contractor and will be discussed and agreed to by the Employer in the Billing Break-up.

F. *Operation and Maintenance Charges*

After completion of trial run as defined in bid documents, operation and maintenance charges including all consumable, spares and equipment included in operation and maintenance charges shall be paid on pro-rata basis every three months on the certification of completion of work by Project Manager.

Bidders shall quote their O&M charges for first year and O&M charges from 2nd year till nth year shall be auto calculated based on O&M charges for 1st year and annual escalation factor @ 5.25%.

Note: In case total O&M Cost for 5 years is less than 6.5 % of EPC price (Supply of Main Equipment Sch-1, Transportation Sch-2, Installation services including Civil & Safety Main Equipment Sch-3), the amount by which it is lower shall be retained from the Ex-Works component of Main Equipment Sch-1. Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro- rata basis every year upon completion of O&M Period and its certification by the project manager.

G. *Payment terms for Price Adjustment Amount*
NOT APPLICABLE

H. *Schedule - 4: Payment Terms for Taxes & Duties*

100% of applicable Taxes and Duties which are payable by the Employer under the Contract shall be paid/reimbursed to the Contractor upon receipt of equipment/ spare/ services and on production of satisfactory documentary evidence by the Contractor. However, GST as applicable in Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with the advance shall be adjusted pro-rata against the tax due upon supply of goods/services, based on the value of the respective goods/services.

I. DELETED

J. Schedule – 3: Amount linked to Safety Aspects / Compliance to Safety Rules

The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz,

10% amount (calculated as 0.1 Y of the service portion amount of RA bill) shall be linked to Fatal/Major Accidents, and

90% amount (calculated as 0.9 Y of the service portion amount of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of **NALCO/NTPC/NVVN**.

NOTE:

$$Y = \frac{\text{(Amount linked to Safety Aspects/ Compliance to Safety Rules specified in Price Schedule)}}{\text{(Total amount for Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works)}} \times 100$$

While raising each RA Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y% of the service portion (Civil + Installation/ Erection + Structural Works) of RA Bill.

The amount linked to safety shall be paid to the contractor upon complying the following conditions:

Amount of RA Bill linked to Fatal/ Major Accidents (0.1Y as elaborated above at para J.1.A) Aforesaid amount shall be payable to Contractor only in case, there is
No fatal injury or accident causing death in the claim period and
No Major injury or accident causing 25% or more permanent disablement to workmen or employees in the claim period. Permanent disablement shall have the same meaning as indicated in The Workmen's Compensation Act' 1923.

In case of any fatal injury or accident as elaborated above occurs during the claim period, the stipulated amount (0.1Y) subject to minimum of Rs 10 Lakh per fatality shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during that three-month period, Rs 5 lakh per Major injury shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

Further, in case, Contractor doesn't raise RA Bills in any three months period/quarter and if any fatal injury and/or major accident takes place in that period, Project Manager shall deduct the amount [Rs 10 Lakh per fatality and Rs 5 lakh per Major injury] pertaining to this particular quarter from his next RA bill/due payment. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments

immediately due to the Contractor under the Contract.

The amount deducted/forfeited as mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time.

Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para K.1.B)

Aforesaid amount (on quarterly basis) shall be payable to Contractor in five equal parts under five heads as under:

Amount payable on deployment of required Safety Personnel

One fifth of the amount specified at J.2.b (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager that required number of Safety personnel have been deployed.

In case, actual no. of Safety personnel deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.

In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above for that particular quarter/ three month period shall be forfeited and shall not be payable to the Contractor under the contract.

Amount payable on providing requisite Personal Protective Equipment & Safety Equipment

One fifth of the amount specified at J.2.b (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of NTPC/NVVN Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.

In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by Project Manager as per clause 22.3.3 (ii) of GCC. Further, if more than two such warning letters/Non-Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

Amount payable on providing requisite Safety Induction and Training

One fifth of the amount specified at J.2.b (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager that

Contractor has adhered to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of NTPC/NVVN Safety Rules for Construction and Erection of Power Plants to at least 90% of its employees/workmen (who have not been previously provided with requisite training) in a quarter/ three months period.

In case Contractor fails in meeting the aforesaid requirement, above mentioned amount for that particular quarter/ three months period shall be forfeited and shall not be payable to the Contractor under the contract.

Amount payable on providing requisite Medical and First Aid Amenities

One fifth of the amount specified at J.2.b (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of NTPC/NVVN Safety Rules for Construction and Erection of Power Plants'.

In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence in any quarter/three months period, above mentioned amount for that particular quarter/ three months period shall be forfeited and shall not be payable to the Contractor under the contract.

Amount payable on compliance to Work Permit System

One fifth of the amount specified at J.2.b (calculated as 0.18Y of Service portion amount of RA Bill), on quarterly basis, shall be paid upon certification by Project Manager in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of NTPC/NVVN Safety Rules for Construction and Erection of Power Plants.

In case of non-compliance by Contractor, warning letters/Non-Compliance Memos shall be issued by Project Manager as per clause 22.3.3 (v) of GCC.

In case of issuance of more than two such warning letters/Non Compliance Memos in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract

In case ' Amount linked to Safety Aspects / compliance to Safety Rules' is less than 5% of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-3 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager on quarterly basis.

PAYMENT PROCEDURES

The Procedures to be followed in making application for, certifying and making payments shall be as follows:

1. **Payment Schedule/Price Break-up for Payments**

1.1 The Contractor shall prepare and submit to the Project Manager for approval, a break-up of the Contract Price. The Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completion dates for the various key phases of works prepared as per condition in Clause 18 of GCC, Section-IV. Any payment under the Contract shall be made only after the Contractor's price break-up is approved by the Project Manager. The aggregate sum of the Contractor's price break-up shall be equal to the lump sum Contract Price.

1.2 The Billing Breakup for Mandatory spares shall be submitted to the Employer for approval as per the format enclosed as **Annexure-1 to Appendix-1** indicating therein the details such as Make, Model number, Drawing/ Datasheet number and Part number of all spare items. The relevant drawings/ documents shall be submitted along with the Billing Break up.

1.3 The Contractor shall, by the 15th April of every year, furnish the BBU value of supplies sourced from Micro and Small Enterprises (MSEs) along with the total BBU value of supplies dispatched by it during the preceding financial year as per the format enclosed as **Annexure-2 to this Appendix-1**.

2. **Currency of Payment**

2.1 The Contract Price shall be paid in Indian currency only.

3. **Application for Payment**

3.1 The Contractor shall submit application for the payment in the proforma enclosed.

3.2 Every interim payment certificate shall certify the Contract Value of the Facilities executed up to the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the Facilities that according to the decision of the Project Manager, does not comply with the Contract, or has been performed, at the date of certificate prematurely.

3.3* The Employer has established a Vendor Payment portal where Vendor/ Contractor shall submit their digital bill/invoice and may track its status. The Application for Payment along with all the supporting documents (for direct payment cases as mentioned in Para 5.2 below) shall be submitted by the Vendor/Contractor in digital form i.e. digitally signed with Class-2/3 digital Signature and must be uploaded in the Employer's Vendor Payment Portal. No hard/physical copy of such documents will be accepted by the Employer unless otherwise asked for in the PO or instructed by Employer.

3.4 ~~FAQ (Frequently asked questions with answers) regarding Invoice submission in digital mode is available at https://pradip.ntpc.co.in/VendorFinal/FAQ_VPP.pdf .~~

4. **Due Dates for Payment**

- 4.1 The advance payment amount shall be payable after fulfillment of all the conditions laid down in the Terms of Payment (Appendix 1 to the Contract Agreement) and receipt of the Contractor's invoice along with all necessary supporting documents for such advance payment. Employer will make progressive payment as and when the payment is due as per the Terms of Payment set forth in Appendix 1 to the Contract Agreement. Progressive payment other than that under the letter of credit will become due and payable by the Project Manager within thirty (30) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer, provided the documents submitted are complete in all respects.
- 4.2 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the Contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non-submission of satisfactory clarification by the Contractor within the stipulated period, Employer shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).
- 4.3 Vendor/Contractor can track the status of their digitally submitted Bill/Invoice in the NTPC Vendor Payment Portal.

5. **Mode of Payment**

- 5.1 . Deleted.
- 5.2 The payment of ~~the advance amount, Type test~~, price adjustment amounts, all other supply payments, taxes and duties (wherever admissible) inland transportation insurance, Installation Portion of the Facilities and Civil, structural and allied works (if any) shall be made direct to the Contractor by the Employer and no L/C shall be established by the Employer for such payments. Wherever technically feasible, such payments shall be made electronically only as per details of Bank Account indicated in the contract. In case of any changes to the bank account indicated in the contract, the contractor shall immediately inform the employer. The Contractor shall hold the employer harmless and employer shall not be liable for any direct, indirect or consequential loss or damage sustained by the bidder on account of any error in the information or change in

Bank details provided to the employer in the prescribed form without information to employer duly acknowledged.

5.3

Alternate Mode of Payment for Micro Small & Medium Enterprises (MSMEs):

Trade Receivables e-Discounting System (TReDS) is a regulatory framework put in place by the Reserve Bank of India under the Payment and Settlement Systems Act 2007 (PSS Act) to facilitate the financing of trade receivables (invoices) of MSMEs through invoice financing by multiple financiers.

The Reserve Bank of India has granted approval to (i) Mynd Solutions Pvt Limited, (ii) A.TReDS Ltd. and (iii) Receivables Exchange of India Ltd to set up and operate TReDS platform. The name of respective TReDS platform of the above-mentioned entities are M1xchange, Invoicemart and RXIL.

Presently, NTPC Limited is transacting with M1xchange and RXIL TReDS platforms. MSME Vendors may choose from the aforesaid TReDS platforms as an alternate payment mechanism.

For queries/ details, the vendor may directly contact M1xchange or RXIL at:-

- (i) M1XCHANGE:- URL: <https://m1xchange.com> Toll free No.: 1400-103-7261
- (ii) RXIL:- URL: <https://www.rxil.in/Home/Index> Phone: 022-40771424, 40771426 Toll free No.: 1400 1038 311

The aforesaid provision at 5.3 above shall not be applicable for payments envisaged through “Letter of Credit (LC)” or “Escrow Account” or “A separate account with a Scheduled Bank at Site”

FORM OF APPLICATION FOR PAYMENTS

Project :
Equipment Package : Date :
Name of Contractor : Contract No. :
Contract Value : Contract Name :
Unit Reference : Applicable Serial
Number :
To.

.....*

(Name of Employer)

Dear Sir

APPLICATION FOR PAYMENT

1. Pursuant to the above referred Contract Agreement dated.....
the undersigned hereby applies for payment of the sum of
.....(Specify amount and currency in which
claim is made).
2. The above amount is on account of : (check whichever applicable)

Advance payment (Schedule **)

Interim payment as advance (Schedule **)

Progressive payment against receipt of equipment (Schedule **)

Progressive payment against Installation (Schedule **)

Inland transportation (Schedule **)
Inland insurance

Price adjustment

Extra work not specified in contract
(Ref. Contract change order No)

Others (specify)

Final payment (Schedule **)

as detailed in the attached schedule(s) which form an integral part of this
application.
3. The payment claimed is as per item(s) No.(s)..... of the
payment schedule annexed to the above mentioned Contract.
4. The application consists of this page, a summary of claim statement (Schedule
**), and the following signed schedules

1

2

3

The following documents are also enclosed :

1

2

3

Signature of Contractor/
Authorised Signatory

* Application for payment will be made to 'Project Manager' as to be designated for this purpose at the time of Notification of Award.

** Proforma for the Schedules will be mutually discussed and agreed to during the finalization of the Contract Agreement.

Annexure-1 to Appendix-1

| | | | |
|-------------|--------------------------------|-----------|-------|
| PROJECT | | CLIENT : | |
| : | ... | | |
| PACKAGE | | | |
| : | ... | | |
| TITLE : | BILLING BREAK UP FOR MANDATORY | CONTRACTO | |
| | SPARES | R : | |
| | | | . |
| NOA REF : | CS..... | | |
| BILLING | | | |
| BREAKUP | | | |
| (BBU) NO. : | | | |

[illegible]

Annexure-2 to APPENDIX-1

Proforma for details to be furnished by the Contractor by 15th April of every financial year of supplies sourced from MSEs dispatched during the preceding financial year.

Package Name:

Project Name:

Name of the Contractor:

COA No.:

Details of BBU value of supplies dispatched during the preceding financial year are furnished here below:

| BBU value of total supplies dispatched (A) (in eqvt INR) | Out of the total supplies dispatched, BBU value of supplies sourced from MSEs (B) (in eqvt INR) | Percentage of supplies sourced from MSEs wrt total supplies dispatched (C = B*100/A) (%) |
|--|--|--|
|--|--|--|

.....

.....

.....

In case of no supplies sourced from MSEs, mention 'NIL'.

I, on behalf of M/s(*Contractor*) hereby declare that the information furnished above is correct.

Signature.....

Name.....

Designation and Seal.....

INSURANCE REQUIREMENTS

(I) Insurance to be taken by the Contractor :

In accordance with the provisions of GCC Clause 34, the Contractor shall at his expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified herein. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

| Insurance | Amount insured | Deductible | Conditions |
|--|--|---------------------------------|--|
| A. Marine Cargo | (i) 110% of Ex-works value in case of plant & equipment and Type Tests Charges including all spare parts manufactured within the Employer's Country. Not applicable (ii) Applicable taxes and duties (iii) Escalation 5% on (i) & (ii) | | (i) Employer to be named as coinsured (ii) Open policy (iii) All risk institute cargo clause 'A' (iv) War, SRCC, terrorism. (v) Institute replacement clause, special replacement clause (Air duty) and deferred unpacking clause (vi) Insurers right of subrogation against all parties (excluding carrier) waived. (vii) Warehouse to warehouse basis. |
| B. Installation all risk | (i) 110% of Ex-works value of plant & equipment including Type test Charges (ii) Applicable taxes and duties (iii) Cost of indigenous procurement and free issue materials (iv) Cost of erection works (iv) Cost of Civil, Structural & Allied works (iv) 10% escalation on (i) (ii), (iii), (iv) & (v) | Minimum as per insurance policy | (i) Installation risk, RSMTD, including Earthquake cover (ii) Air freight cover. (iii) Extra charge cover. (iv) Maintenance cover (v) Contractor's plant & machinery - Rs. 100 lakhs. (vi) Cross liability. (vii) Additional custom duty for imported machine (if any) for adequate value. (viii) Employer & Contractor's Sub-Contractor to be named as co-insured. |
| C. Third Party liability (Extension of MCE/EAR Policy) | For any one occurrence Rs. 50.00 lakhs | Nil | (i) Contractors, sub-contractors to be named as co-insured. |

| Insurance | Amount insured | Deductible | Conditions |
|--|--|----------------------|--|
| D. Automobile liability | | | |
| (i) M.V. policy for motor vehicles, private cars & commercial vehicles | | ----- | As per local M.V. Act. |
| (ii) CPM policy for heavy construction equipment | Anything above Rs.100 lakhs covered under erection all risk policy | | |
| E. Workmen's Compensation | ----- | As per statute ----- | |
| F. Employer's liability | ----- | As per statute ----- | Cumulative to workmen's compensation to cover liability not covered thereby. |
| G. Group personal insurance, for contractor's & sub-contractor's employees | | | |

Note :

1. The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC 34.1 except for Third Party Liability, Workman's Compensation and Employer's Liability Insurances and the Contractor's Sub-Contractors shall be named as co-insured under all insurances policies taken out by the Contractor pursuant to GCC 34.1, except for the Cargo insurance during transport, Workman's Compensation and Employer's Liability Insurances. All insurers rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
2. Notwithstanding the insurance requirements mentioned above, it would be the Contractor's responsibility to take adequate insurance cover as may be pertinent to protect his interest and interest of the Employer. If at any point of time during execution of the Contract, the insurance policies are found to be inadequate, the Contractor shall take fresh insurance policies meeting aforesaid requirements. The Employer reserves the right to make suitable recovery from the Contractor, if any.

| | | |
|--|--|--|
| | | |
|--|--|--|

3. Any loss or damage to the plant and equipment during handling, transportation, storage, installation, commissioning, and all activities to be performed till the "Completion of Facilities" shall be to the account of the contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and/or replacement of plant and equipment damaged or lost. Notwithstanding the extent of insurances cover and the amount of claim available from the underwriter, the contractor shall be liable to make good the full replacement/rectification of all the equipment/materials and to ensure their availability as per project requirement without additional financial liability to the Employer.

The insurance should be in the Indian currency and insurance policy to be taken should be on replacement value basis and/or incorporating appropriate insurance clause.

The Contractor shall follow local acts and laws as may be prevalent for insurance.

4. Upon grant of extension of time for completion by Employer, the Contractor shall promptly furnish documentary evidence to Project Manager towards extension of insurance policies for the period of time extension.

II) Insurances to be taken by the Employer.

The Employer shall take the insurance for its own employees, its stores and its machinery.

TIME SCHEDULE

- 1.0 It is clearly understood and agreed that time is the essence of this Contract and shall be strictly adhered to by the Contractor. The program of furnishing, erecting, testing, commissioning and completion of facilities identifying the key phases in various areas of work like design, procurement, manufacture, field activities shall be as per detailed PERT Network/L2 Schedule enclosed as Annexure-I. As per this detailed PERT Network, the key milestones for completion of facilities are as under

| Description | Time Period from LoA |
|--------------------------|----------------------|
| Completion of Facilities | 9 months |
| O&M | 5 years from CoF |

- 2.0 After the Notification of Award, the contractor shall plan the sequence of work of manufacture and erection to meet the above stated dates of successful completion of facilities and shall ensure all work, manufacture, shop testing, inspection and shipment of the equipment in accordance with the required construction/erection sequence.
- 3.0 Within one month of the Notification of Award, the Contractor shall submit to the Employer for his review and approval two copies (one reproducible and one print) of detailed PERT Network/L2 Schedule with master network activities further exploded based on the Master Network mutually agreed by the employer and contractor, showing the logic and duration of the activities covered in both the First and Second Contracts in the following areas:

Engineering, procurement, manufacturing and supply, detailed engineering, procurement (including brought out items), manufacturing, dispatch, shipment, receipt at site and activities related to civil works, erection, commissioning and completion of facilities.

4.0 Detailed Manufacturing Program

Detailed Manufacturing PERT Network for all the manufacturing activities and Contractor/sub-Contractors works shall also be furnished within 60 days of Notification of award. The manufacturing network shall be supported by detailed procurement program for critical bought out item/raw materials.

5.0 Pre-Erection Activity Program

The erection network will be supported by detailed Pre-erection activity program covering the following:

- A) Manpower Deployment
- B) T&P Mobilization
- C) Detailed Site Mobilization Plant

Any Tools & Plants (T&P) required for satisfactory execution of the Contract and to meet the time schedule specified in this Appendix-4 shall be mobilised by the Contractor as per direction of the Project Manager without any extra cost to the Employer. (The list of such essential Tools & Plants (T&P) to be deployed by the Contractor, if any finalised before Notification of Award, shall be enclosed as Appendix-II to this Appendix-4).

- 6.0 Within one week of approval of the network schedule, the Contractor shall forward to the Project Manager, copies of the Computer Initial run-Data. The type of outputs and number of copies of each type to be supplied by the Contractor shall be determined by the Project Manager.

- 7.0 All the networks shall be updated every month or at a frequency mutually agreed upon. Within seven days following the Monthly Review, a progress meeting shall be held, whenever possible at the works, wherein the major items of the plant or equipment are being produced. The meeting will be attended by the Project Manager and responsible representative of Contractor that the Project Manager consider necessary for the meeting.
- 8.0 Access to the Contractor's and Sub-Contractor's work shall be granted to the Project Manager at all reasonable times for the purpose of ascertaining the progress.

ANNEXURE - I TO APPENDIX - 4

MASTER NETWORK

The Master Network as per para 1.0 of Appendix-4
shall be enclosed as Annexure-I to Appendix-4

LIST OF TOOLS & PLANT TO BE DEPLOYED BY THE CONTRACTOR

| Sl. No. | Description of T&P | Qty. to be deployed (nos.) |
|---------|--------------------|-------------------------------|
|---------|--------------------|-------------------------------|

LIST OF SAFETY PLANT AND EQUIPMENT AND PPE TO BE DEPLOYED BY THE CONTRACTOR

| Sl. No. | Suggested List of Safety Equipment and Safety Personal Protective Equipment | Quantity* |
|---------|---|-----------|
| 1. | <p>Safety Net (Conforming IS 11057:1984)</p> <p>Safety Net (Net Size: 10m x 5m, Mesh Size: 25 mm, Mesh Rope: 2mm double cord, Border/Tie Cord: 12mm diameter polypropylene rope (tested as per IS: 5175).Two metres length shall be provided at all four corners.</p> | |
| 2. | <p>Fall Arrestor 'Rope grab fall arrestor' & anchorage line.</p> <p>Anchorage Line: 14mm- 16 mm diameter, three strand twisted Polyamide rope.</p> <p>Rope Grab fall arrestor: Openable & Guided type Fall Arrestor (on flexible line) conforming EN 353-2 & works on 14-16 mm diameter polyamide rope. material: Nickel Chrome plated Steel</p> <p>Connector: Karbiner conforming to EN 362 (Minimum Strength 22 KN), material: Steel</p> | |
| 3. | <p>Horizontal life line</p> <p>Stainless Steel Wire rope of 8mm diameter. Minimum six nos. of steel U-bolt clips are required for clamping each wire rope to a rigid support (03 nos. of U-bolt clips at each end).</p> | |
| 4. | <p>Ladders on column</p> <p>The minimum design live load on metallic ladder shall be a single concentrated load of 100 kilo grams. All rungs shall have a minimum diameter of 1.90 centimeters, and minimum clear length of rungs shall be 40.6 centimeters. The distance between rungs shall not exceed 30.5 centimeters. Each ladder shall have maximum height of 9.0 metre.</p> <p>The ladder shall have proper fastenings for attaching it to a column using positive means such as bolt, weld or other type of fasteners.</p> | |
| 5. | <p>Safety PPEs (Industrial Safety helmet & Industrial Safety Shoes)</p> <p>Industrial Safety Helmet (IS:2925-1984 marked).</p> | |

| Sl. No. | Suggested List of Safety Equipment and Safety Personal Protective Equipment | Quantity* |
|---------|--|-----------|
| | <p>Industrial Safety/Electrical Shoes (IS:15298-2002 marked).</p> <p>Full body Safety Harness (conforming IS:3521)</p> | |

LIST OF SUB-CONTRACTORS

PART 1. **Nominated Sub-Contractors**

In the event that the employer wishes to nominate any particular Sub-Contractors for the undertaking of any part or parts of the Works, these shall be identified and named by the Employer in the following schedule prior to the issue of the Bidding Documents.

Full details shall be given of the part of the Works to be executed, and the names and addresses of the Sub-Contractors to whom the part of the Works is to be sub-contracted by the Bidder. Where more than one name is given for any part of the Work, the Bidder shall be free to select any of the named Sub-Contractors for that part.

| Item of Work | Nominated Sub-Contractor |
|--------------|--------------------------|
| NIL | |

PART 2 **Approved Sub-Contractors**

(Prior to award of Contract the following details shall be completed indicating those Sub-contractors proposed by the Bidder by Attachment to his Bid which are approved by the Employer for engagement by the Contractor during the performance of the Works).

The following Sub-Contractors are approved for carrying out the item of work indicated. Where more than one Sub-contractor is listed, the Contractor is free to choose between them but he must notify the Employer of his choice in good time prior to appointing any selected Sub-Contractor. In accordance with Clause GCC 19.1, the Contractor is free to submit proposals for additional Sub-Contractors from time to time. No Sub-Contracts shall be placed with any such additional Sub-Contractors until they have been approved in writing by the Employer and their names added to this list of Approved Sub-Contractors.

| Sl.No. | Item of Work | Approved Sub-Contractors | Nationality |
|--------|--------------|--------------------------|-------------|
|--------|--------------|--------------------------|-------------|

SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The facilities, works, supplies and personnel to be provided/supplied by the Employer shall be as per Technical Specifications and the provisions of GCC Clauses 10, 21 and 24 shall apply as appropriate.

All facilities, works, supplies and personnel to be provided by the Employer shall be as described in Technical Specifications and the same will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GCC Sub-Clause 18.2.

LIST OF DOCUMENTS FOR REVIEW AND APPROVAL

A. Approval

1.

2.

3.

B. Review

1.

2.

3.

FUNCTIONAL GUARANTEES

The functional guarantees shall be as per Section-VI (Technical Specifications).

6. PERFORMANCE SECURITY FORM
AS PER FORMAT GIVEN IN GCC

CONTRACT CUM PERFORMANCE GUARANTEE BY SELLER/ CONTRACTOR

(To be executed on non-Judicial stamped paper of appropriate value)

B.G. No _____

Date _____

1. WHEREAS National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at _____ *<unit/ office address where the work will be executed>* (hereinafter called "the Company/Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) has entered into a contract with _____ *<name & address of contractor>*/ has placed a purchase order on _____ *<name & address of seller>* (hereinafter referred to as "Contractor(s)/Seller(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) for _____ *<work/ assignment description>* on the terms and conditions as set out inter alia, in the company Contract No./ P.O. No. _____ dated _____ *<if more than one order has been placed, all orders nos. are to be mentioned>* and various documents forming part thereof herein after referred to as the "said contract" which expression include all amendments, modification and/or variation thereto and whereas the Contractor/Seller has agreed for due execution of the entire contract and guarantees its performance including any parts executed through any others agencies/ sub-contractors

AND WHEREAS one of the conditions of the "said contract" is that "contractor/seller shall furnish to the owner a Bank Guarantee from a bank for _____ % (_____ percent) *<both in figure and words need to be mentioned>* of the total value of the "said contract" against due and faithful performance of the "said contract" including defects liability obligations and the performance guarantee obligations of the contractor/seller for execution/supplies made under the "said contract".

2. We _____ *<name & registered address of the Bank>* Bank having its branch office at _____ *<address of branch office from where the bank guarantee is issued>* (hereinafter called "the Bank") do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur merely on a written demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by reason of default made by the Contractor(s)/ Seller(s) in performing any of the terms and conditions of the said Contract including defects liability obligations, in fulfilling the performance Guarantee obligation or loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s)/Seller(s) of any of the terms and conditions of the contract. Any such demand made on the Bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to INR/Rs. _____ (Rupees _____ Only) *<for amount other than Indian currency, the foreign currency & amount need to be mentioned>*.

3. We undertake to pay the Company any money so demanded (not exceeding the guaranteed amount) notwithstanding any dispute or disputes raised by the Contractor(s)/Supplier(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment made by us under this guarantee shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the owner proceeding against the contractor(s)/seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/ Seller(s) but shall in all respects and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled or until _____ *<claim expiry date>*, whichever is earlier.

5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee or until _____ *<claim expiry date>*, whichever is earlier.

6. We _____ Bank further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contractor(s)/ Order(s) or to extend time of performance by the said Contractor(s)/Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s)/Seller(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s)/Seller(s) and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s)/Seller(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s)/Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

7. Notwithstanding anything contained herein before, our liability shall not exceed INR/Rs. _____ (Rupees _____ Only) <for amount other than Indian currency, the foreign currency & amount need to be mentioned> and shall remain in force till _____ <validity expiry date> unless a written demand or claim under this guarantee is made on us within _____ <claim expiry date (at least three months from the date of validity expiry)>, we shall be discharged from all the liabilities under this guarantee.

8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ <Bank Name>, _____ <Branch name and address of the local branch>, Bhubaneswar, Odisha-751XXX (India).

9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We the Bank, further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date: _____ Bank
Corporate Seal of the Bank by its constitutional Attorney.

Signature of duly authorized person
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: _____

Address for correspondence: _____

Telephone and Fax No.: _____

E-mail: _____

IFSC Code of the Bank: _____

**7. BANK GUARANTEE FORM FOR ADVANCE
PAYMENT (SUPPLY EX-WORKS)**

**7(i). Bank Guarantee Form for Advance Payment
(Supply Ex-Works)**

BANK GUARANTEE FOR ADVANCE PAYMENT

(To be executed on non-Judicial stamped paper of appropriate value)

B.G. No _____

Date _____

1. In consideration of National Aluminium Company Limited (A Government of India Enterprise), having its registered office at NALCO Bhavan, P/1, Nayapalli, Bhubaneswar, Khurda, Odisha-751013 (India) and Unit/ Office at Bauxite Mines, Damanjodi, Koraput, Odisha-763008 (India) (hereinafter called "the Company/Owner" which expression shall unless repugnant to the subject or context includes its legal representatives, successors and assigns) having agreed to make an advance payment of Rs.(INR) _____ Only) to _____

<name & address of contractor/ seller> (hereinafter called the said "Contractor(s)/Seller(s)", which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns) under the terms and conditions of the Contract No./ P.O. No. _____ dated _____ <if more than one order has been placed by owner, all orders nos. need to be mentioned> for _____ <work/ assignment description> on production of a bank guarantee equivalent to _____ <in case of equivalent amount: 100% of advance amount need to be mentioned and in case of interest bearing amount: 110% of advance amount need to be mentioned> of the advance payment indicated above.

2. We _____ <name & registered address of the Bank> Bank having its branch office at _____ <address of branch office from where the bank guarantee is issued> (hereinafter called "the Bank") do hereby undertake to pay the amount due and payable under this guarantee without any demure merely on a written demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of non-payment / adjustment of any part of the said advance or any dues to the company or any breach by the said Contractor(s)/ Seller(s) of any of the terms or conditions contained in the said Contract(s)/Order(s) or by reason of the Contractor(s)/Seller(s) failure to perform the said Contract(s)/Order(s). Any such demand made on the bank by the owner shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding INR/Rs. _____ (Rupees _____ Only) <for amount other than Indian currency, the foreign currency & amount need to be mentioned>.

3. We undertake to pay the Company any money so demanded (not exceeding the guaranteed amount) notwithstanding any claim dispute or disputes raised by the Contractor(s)/Seller(s) in any suit or proceeding pending before any office, court or Tribunal relating thereto, our liability under this present guarantee being absolute and unequivocal. The payment made by us under this guarantee shall be valid discharge of our liability for payment there under. Our liability to pay is not dependable or conditional on the owner proceeding against the Contractor(s)/Seller(s).

4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s)/Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s)/Order(s) are fulfilled or until _____ <claim expiry date>, whichever is earlier.

5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s)/Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s)/Order(s) have been fully paid and its claims satisfied or discharged or till a duly authorized officer of the Company certifies that the terms and conditions of the said Contract(s)/Order(s) have been fully and properly carried out by the said Contractor(s)/ Seller(s) and accordingly discharges this guarantee or until _____ <claim expiry date>, whichever is earlier.

6. That the Company will have fully liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time the exercise of any of the power of the Company under the Contract(s)/ Order(s).

7. Notwithstanding anything contained herein before, our liability shall not exceed INR/Rs. _____

(Rupees _____ Only) <for amount other than Indian currency, the foreign currency & amount need to be mentioned> and shall remain in force till _____ <validity expiry date>. Unless a written demand or claim under this guarantee is made on us within _____ <claim expiry date (at least three months from the date of validity expiry)>, we shall be discharged from all the liabilities under this guarantee.

8. We _____ Bank further agree that this Guarantee shall be invocable at our place of business at _____ <Bank Name>, _____ <Branch name and address of the local branch>, Bhubaneswar, Odisha-751XXX (India).

9. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We the Bank, further undertake to keep this Guarantee renewed from time to time at the request of Contractor(s)/Seller(s).

Date: _____ Bank
Corporate Seal of the Bank by its constitutional Attorney.

Signature of duly authorized person
on behalf of the Bank with seal & signature code

Details of person issuing the BG:

Name: _____
Address for correspondence: _____
Telephone and Fax No.: _____
E-mail: _____
IFSC Code of the Bank: _____

7(ii). ~~Bank Guarantee Form for Advance Payment~~

~~(In case of Contract awarded to Joint Venture)~~

~~**Names of all JV Partners shall appear in the Bank Guarantee**~~

8. FORM OF COMPLETION CERTIFICATE

8. Form of Completion Certificate

Date : _____

IFB No : _____

[Name of Contract]

To: [Name and address of Contractor]

Dear Sirs,

Pursuant to GCC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

9. FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

9. Form of Operational Acceptance Certificate

Date: _____

IFB No: _____

[Name of Contract]

To: *[Name and address of Contractor]*

Dear Sirs,

Pursuant to GCC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the facilities]*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: *[description]*
2. Date of Operational Acceptance: *[date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

10. FORM OF TRUST RECEIPT

**10. FORM OF TRUST RECEIPT FOR PLANT,
EQUIPMENT AND MATERIALS RECEIVED**

We M/s *(Contractor's Name)*..... having our
Principal place of business athaving been awarded a Contract
No..... dated for *(Contract Name)*..... by
(Name of Employer)

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of *(Name of Employer)*. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s
(Contractor's Name)

Dated :

(AUTHORISED SIGNATORY)

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

11. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT

**11a. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT
FOR THE EQUIPMENTS
HANDLED OVER BY THE EMPLOYER
FOR PERFORMANCE OF CONTRACT
(Entire Equipment Consignment in one lot)**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made this day of 20 between *(Contractor's Name)* a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and *(Name of Employer)*, a Company incorporated under the Indian Companies Act having its Registered Office at and its project at (hereinafter called "....." / *"Employer"* which expression shall include its successors and assigns):

WHEREAS the 'Employer' has awarded to the 'Contractor' a Contract forvide its Notification of Award/Contract No.....dated..... and its Amendment No. and Amendment No....., *(applicable when amendments have been issued)* (hereinafter called the "Contract") in terms of which@ is required to hand over various Equipments to the 'Contractor' for execution of the Contract.

And WHEREAS by virtue of Clause No..... of the said Contract, the 'Contractor' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@ for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

AND THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, a list where of is also annexed to this Indemnity-cum-Undertaking Agreement at Schedule- A, valued at *(Currency and amount in Figures)*..... *(Currency and amount in words)* handed over to the 'Contractor' for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the Equipments, etc. as per despatch title documents handed over to the 'Contractor' as detailed in the Schedule appended hereto. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer' @ Fill in abbreviated name of Employer.
2. That the 'Contractor' is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipments at@ project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract is taken over by the 'Employer' The 'Contractor' undertakes to keep the 'Employer' harmless against any loss or damage that may be caused to the Equipments.
3. The 'Contractor' undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilised for any other work or

purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement by the 'Contractor' shall inter-alia constitute a criminal breach of trust on the part of the 'Contractor' for all intents and purpose including legal/penal consequences.

4. That the 'Employer' is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by the 'Employer' in this regard. Further the 'Employer' shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the 'Contractor' or any other person or on account of any reason whatsoever and the 'Contractor' binds himself and undertakes to comply with the directions of demand of the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis- utilised in any manner whatsoever, then the 'Contractor' hereby agrees that the decision of the Project Manager of the 'Employer' as to assessment of loss or damage to the Equipments shall be final and binding on the 'Contractor'. The 'Contractor' binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement.
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of

.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

For and on behalf of

.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity- cum- Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum-Undertaking Agreement . In case of Employer, by the authorized representative of the Employer.

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

SCHEDULE - A

| Particulars of the Equipments handed over | Quantity | Particulars of Despatch Title Documents | Value of the Equip- ments | Signature of Attorney in token of receipt |
|---|----------|---|------------------------------------|--|
| | | RR/GR/Bill of Lading No & Date | Carrier | |

**11b. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT FOR THE EQUIPMENTS
HANDED OVER IN INSTALMENTS BY THE
EMPLOYER FOR PERFORMANCE OF CONTRACT**

(On Non-Judicial Stamp Paper of appropriate value)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT is made thisday of..... 20 between(Contractor's Name) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office at (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) and..... (Name of Employer), a Company incorporated under the Indian Companies Act having its Registered Office at..... and its project at (hereinafter called "....." / 'Employer' which expression shall include its successors and assigns):

WHEREAS the 'Employer' has awarded to the 'Contractor' a Contract forvide its Notification of Award/Contract No.....dated and its Amendment No. and Amendment No....., (*applicable when amendments have been issued*) (hereinafter called the "Contract") in terms of which@ is required to hand over various Equipments to the 'Contractor' for execution of the Contract.

And WHEREAS by virtue of Clause No.....of the said Contract, the 'Contractor' and the 'Employer' are required to execute an Indemnity-cum-Undertaking Agreement for the Equipments handed over to the 'Contractor' by@for the purpose of performance of the Contract/Erection Portion of the Contract (hereinafter called the "Equipments")

NOW THEREFORE, This Indemnity-cum-Undertaking Agreement witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (*Currency and amount in figures*)..... (*Currency and amount in words*) to be handed over to the 'Contractor' in instalments from time to time for the purpose of performance of the Contract, the 'Contractor' hereby undertakes to indemnify and shall keep the 'Employer' indemnified, for the full value of the Equipments. The Contractor hereby acknowledges actual receipt of the initial instalment of the Equipments, etc. as per details in the Schedule appended hereto. Further, the 'Contractor' agrees to acknowledge actual receipt of the subsequent instalments of the Equipments, etc. as required by@..... in the form of Schedules consecutively numbered which shall be attached to this Indemnity-cum-Undertaking Agreement so as to form integral parts of this Indemnity-cum-Undertaking Agreement. The 'Contractor' shall hold such Equipments, etc. in trust as a "Trustee" for and on behalf of the 'Employer'.

@ Fill in abbreviated name of Employer.

2. That the 'Contractor' is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipments at@..... project site against all risks whatsoever till the Equipments are duly used/erected in accordance with the terms of the Contract and the plant/package duly erected and commissioned in accordance with the terms of the Contract, is taken over by the 'Employer'. The

'Contractor' undertakes to keep the 'Employer' harmless against any loss or damage that may be caused to the Equipments.

3. The 'Contractor' undertakes that the Equipments shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Equipments shall be utilised for any other work or purpose whatsoever. It is clearly understood by the 'Contractor' that non-observance of the obligations under this Indemnity-cum-Undertaking Agreement by the 'Contractor' shall inter-alia constitute a criminal breach of trust on the part of the 'Contractor' for all intents and purpose including legal/penal consequences.
4. That the 'Employer' is and shall remain the exclusive owner of the Equipments free from all encumbrances, charges or liens of any kind, whatsoever. The Equipments shall at all times be open to inspection and checking by the Project Manager or other employees/agents authorised by the 'Employer' in this regard. Further, the 'Employer' shall always be free at all times to take possession of the Equipments in whatever form the Equipments may be, if in its opinion, the Equipments are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the 'Contractor' or any other person or on account of any reason whatsoever and the 'Contractor' binds himself and undertakes to comply with the directions of demand of the 'Employer' to return the Equipments without any demur or reservation.
5. That this Indemnity-cum-Undertaking Agreement is irrevocable. If at any time any loss or damage occurs to the Equipments or the same or any part thereof is mis- utilised in any manner whatsoever, then the 'Contractor' hereby agrees that the decision of the Project Manager of the 'Employer' as to assessment of loss or damage to the Equipments shall be final and binding on the 'Contractor'. The 'Contractor' binds itself and undertakes to replace the lost and/or damaged Equipments at its own cost and/or shall pay the amount of loss to the 'Employer' without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the 'Employer' against the 'Contractor' under the Contract and under this Indemnity-cum-Undertaking Agreement.
6. NOW THE CONDITION of this Indemnity-cum-Undertaking Agreement is that if the 'Contractor' shall duly and punctually comply with the terms and conditions of this Indemnity-cum-Undertaking Agreement to the satisfaction of the 'Employer', THEN, the above Indemnity-cum-Undertaking Agreement shall become void after the due performance of the Contract, but otherwise, it shall remain in full force and virtue.

@ Fill in abbreviated name of Employer.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer' have hereunto set their hand through their authorised representative, the day, month and year first above mentioned.

For and on behalf of

.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

For and on behalf of

.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity- cum- Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum-Undertaking Agreement . In case of Employer, by the authorized representative of the Employer.

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

SCHEDULE No.1

| Particulars of the Equipments handed over | Quantity | Particulars of Despatch Title Documents | Value of the Equip- ments | Signature of Attorney in token of receipt |
|--|-----------------|--|--|--|
| | | RR/GR/Bill of Lading No & Date | Carrier | |

(Please number subsequent schedules)

12. FORM OF AUTHORISATION LETTER

12. FORM OF AUTHORISATION LETTER

(NAME OF EMPLOYER)

(PROJECT.....)

REF. NO. :

DATE :

To,

M/s (*Contractor's Name*).....

Ref : Contract No..... Dated

for..... awarded by (*Name of Employer*)

Dear Sirs,

Kindly refer to Contract No..... Dated for(*Contract Name*) You are hereby authorised on behalf of..... (*Name of Employer*) having its registered office atand its Project at.....to take physical delivery of materials/equipments covered under despatch Document/ Consignment Note no..... *dated and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Manager)

(Designation :

Date

ENCL : as above

* Mention LR/RR No.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER
DESPATCH TITLE DOCUMENT (RR NO./ LR NO.....)**

| Sl. No. | Contract Name | NOA No./ Contract Agreement No. | Description of Materials/ Equipments | Spec. No. | Qty. | Value | Remarks |
|------------|------------------|--|--|--------------|------|-------|---------|
|------------|------------------|--|--|--------------|------|-------|---------|

(SIGNATURE OF THE PROJECT MANAGER)

(Designation).....

Date).....

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

13. DEED OF JOINT UNDERTAKING

FORM OF DEED OF JOINT UNDERTAKING
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

(NOT APPLICABLE)

14. FORM OF BANK GUARANTEE/

INSURANCE SURETY BOND

**BY ALL EXECUTANTS OF DEED OF JOINT
UNDERTAKING OTHER THEN CONTRACTOR**

14.a PROFORMA FOR BANK GUARANTEE

NOT APPLICABLE

**14.b PROFORMA FOR INSURANCE SURETY BOND (FOR EMD ONLY) TO BE
FURNISHED BY THE EXECUTANT OF DEED OF JOINT UNDERTAKING OTHER THAN
CONTRACTOR**

(NOT APPLICABLE)

15. FORM OF JOINT VENTURE AGREEMENT

FORM NO. 15.

(On Non-Judicial Stamp Paper of Appropriate Value)

(NOT APPLICABLE)

**16. FORM OF BANK GUARANTEE/ INSURANCE
SURETY BOND VERIFICATION CHECK LIST**

**BANK GUARANTEE/ INSURANCE SURETY BOND VERIFICATION CHECKLIST (FOR
EMD ONLY)**

1. Bank Guarantee/ Insurance Surety Bond No.
2. Issuing Bank/Insurer
3. Amount of BG/ Insurance Surety Bond
4. Nature of BG/ Insurance Surety Bond & No. of Pages
5. Validity of BG/ Insurance Surety Bond
6. Package Description
7. Party & Contracts Ref. Name, Address, Tel, Fax, e-mail,
Contract No. Package Name
8. Bank Reference Name, Address, Tel. Fax, E-mail

| Sl. No. | Details of checks | YES / NO |
|---------|--|----------|
| 1 | Is the BG/ Insurance Surety Bond on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act? | |
| 2 | Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/Insurance Surety Bond and the stamp paper should be purchased either in the name of the executing Bank/Insurer or the Party on whose behalf the BG/Insurance Surety Bond has been issued. The stamp paper (other than e-stamp paper) should be duly Signed by the Stamp Vendor) | |
| 3 | In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the G/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company? | |
| 4 | Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND? | |
| 5 | Is each page of BG/ INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars under seal of Bank as required in the prescribed proforma? | |

| | | |
|----|--|--|
| 6 | Does the Bank Guarantees/ INSURANCE SURETY BOND compare verbatim with the Proforma prescribed in the Bid Documents? | |
| 7 | Are the factual details such as Bidding Document No./Specification No., Amount of BG/ INSURANCE SURETY BOND and Validity of BG/ INSURANCE SURETY BOND correctly mentioned in the BG? | |
| 8 | Whether overwriting/cutting if any on the BG/ INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant? | |
| 9 | Whether the BG/ INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents? | |
| 10 | In case BG/ INSURANCE SURETY BOND has been issued by a Bank other than those specified in Bidding Document, is the BG/ INSURANCE SURETY BOND confirmed by a Bank in India acceptable as per Bidding documents? | |

Date :

Signature

Place :

Printed Name

(Designation)

(Common Seal)

Note: The Bidder is required to fill up this form and enclose along with the Bank Guarantee/Insurance Surety Bond.

Certified that the Bank Guarantee submitted has been verified and accepted in line with the prescribed procedure.

NOTE:

(i) The Executive from Concerned Execution Department shall verify the BG/ Scanned copy of BG in the system in line with the prescribed procedure and the same shall be digitally approved in the system. The BG shall not be approved at a level lower than the DGM.

(ii) Dealing Executive of Unified Treasury at the level of E5/E6 shall certify that BG has been verified from the issuing bank.

**17. FORM OF VALIDITY EXTENSION
OF BANK GUARANTEE/ INSURANCE SURETY
BOND**

FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND

Ref. No.:
@.....

Date:

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. dated for.....[indicate value of Bank Guarantee/Insurance Surety Bond] favouring yourselves expiring on on account of M/s..... (Name of Bidder)in respect of Contract for (Insert Package name) (Insert Project Name) project, Contract No. dated..... (hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/sweBank branch office at..... and having its Head office atdo hereby extend our liability under the above mentioned guarantee No.dated..... for a further period ofyear/months fromto expire on

Except as provided above, all other terms and conditions of original Bank Guarantee/Insurance Surety Bond No..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to have been attached.

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised vide

Power of Attorney No.....

Date.....

Dated

SEAL OF BANK/INSURANCE COMPANY

Note:

1. @ The extension of the Bank Guarantee/Insurance Surety Bond should be forwarded to the Unit/ Project/Corporate Centre, from where the extension has been sought.

2. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/estamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

**18. FORM OF INDEMNITY-CUM-UNDERTAKING
AGREEMENT [FOR REMOVAL / DISPOSAL
OF SCRAP / SURPLUS MATERIAL]**

**18. FORM OF INDEMNITY-CUM-UNDERTAKING AGREEMENT WITH REGARD TO
REMOVAL/DISPOSAL OF SCRAP/SURPLUS MATERIAL**

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

INDEMNITY-CUM-UNDERTAKING AGREEMENT

THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT executed this..... day of..... 20 between(Name of Company) a Company /Partnership Firm / Proprietary Concern incorporated under the laws of having its Registered Office(s) at..... (Office Address) hereinafter called the 'Contractor' (which expression shall, unless excluded by or repugnant to the context, be deemed to mean and include its successors, administrators, executors and permitted assigns)

AND

M/s. having its registered office at
(hereinafter referred to as 'Employer').

1. 'Employer' has awarded the 'Contractor', contract for execution of work ("Scope of Work") as mentioned in the contract agreement no. dated, entered into between 'Employer' and 'Contractor', relating to (Name & Address of Project/Station) (hereinafter called 'the Project').
2. The 'Contractor' for the purpose of execution of its Scope of Work had from time to time procured and stored (Details of Material) at the Project Site.
3. After completion of the Scope of Work by 'Contractor', it has been identified that scrap (Details of Scrap Material & its quantity)..... and/or surplus (Details of Surplus Material & its Quantity).....belonging to 'Contractor' is lying at the said Project Site.
4. Now, the scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to the 'Contractor', requires to be removed by 'Contractor' from the Project Site.

NOW THEREFORE THIS INDEMNITY-CUM-UNDERTAKING AGREEMENT WITNESSETH AS UNDER:

1. That 'Contractor' by way of this Indemnity-cum-Undertaking Agreement requests 'Employer' to issue necessary exit gate pass(es) in favour of 'Contractor' for removal of scrap..... (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.
2. That as per Employer's procedure, 'Contractor' shall ensure loading of trucks for clearing of its scrap (Details of Scrap Material & its Quantity).....and/or surplus (Details of Surplus Material & its Quantity).....by itself, as aforesaid, under the supervision of CISF personnel.
3. That 'Contractor' in consideration of the premises above, for itself and its respective, executors, administrators and assigns, jointly and severally agree and undertake from time to time and at all times hereafter to indemnify 'Employer' and keep 'Employer' indemnified from and against all claims, demands, actions, liabilities and expenses which may be made or taken against or incurred by 'Employer' by reason of the issue of necessary gate pass(es)

by 'Employer' and permitting 'Contractor' to remove scrap (Details of Scrap Material & its Quantity) and/or surplus (Details of Surplus Material & its Quantity) belonging to 'Contractor', from the project.

4. That 'Contractor' undertakes to indemnify and keep 'Employer' harmless from any act of omission or negligence on the part of the 'Contractor' in following the statutory requirements with regard to removal/disposal of scrap and surplus belonging to 'Contractor', from the Project Site aforesaid, by the 'Contractor'. Further, in case the laws require 'Employer' to take prior permission of the relevant Authorities before handing over the scrap and/or surplus to the 'Contractor', the same shall be obtained by the 'Contractor' on behalf of 'Employer'.

IN WITNESS WHEREOF, the 'Contractor' and the 'Employer', through their authorized representative, have executed these presents on the Day, Month and Year first mentioned above at (Name of the Place)

For and on behalf of

.....
(Contractor's Name)

Signature
Name
Designation of
Authorised representative *

For and on behalf of

.....
(Employer's name)

Signature
Name
Designation of
Authorised representative *

WITNESS :

1. Signature
2. Name
3. Address

WITNESS :

1. Signature
2. Name
3. Address

* Indemnity-cum-Undertaking Agreement are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity- cum- Undertaking Agreement , (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity-cum-Undertaking Agreement. In case of Employer, by the authorized representative of the Employer.

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

19. FORM OF CONTRACT CLOSING CERTIFICATES

PROFORM FOR SCOPE COMPLETION CERTIFICATE

(TO BE ISSUED BY SITE ERECTION)

Note: The contractor has to get this form reviewed by PMC for onward submission to Employer

CERTIFICATE NO. CCP- 05

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project :

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:
 1. Final Amendment No. _____
 2. Approved drawings including site run pipingschemes, if any.
 3. Approved Bill of Materials
 4. Measurement details
 5. As Built Drawings
 6. Any other documents (specify)
2. It is further certified that the following have been supplied, as per the details given in the Contract Documents and the same have been taken over by Employer.
 1. Mandatory spares
 2. ~~Recommended Spares~~
 3. ~~Special Tools & Tackles~~

Signature

Date

Place.....

Name.....

.....

Designation

.....

Form-19.10

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP - 10

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all Statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Signature

Date

Name.....

Place.....

Designation

**PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR (TO BE
ISSUED BY THE CONTRACTOR)**

CERTIFICATE NO. CCP-11

NAME OF PACKAGE:

**LETTER OF AWARD/ NOA/
CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

PROJECT:

We, M/s (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from EMPLOYER in respect of our aforesaid LOA/Contract No... dated...including amendments if any, issued by EMPLOYER, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with EMPLOYER under the said Contract.

Notwithstanding any protest recorded by us in any correspondence document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of EMPLOYER with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Signature

Date

Name.....

Place.....

Designation

(Company Common Seal)

(This certificate shall be accompanied by the Power of attorney of the signatory)

**PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY PERIOD (TO
BE ISSUED BY SITE ERECTION)**

CERTIFICATE NO. CCP-12

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/ CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

Signature

Date
Place.....

Name... ..
Designation

PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS ETC."

(TO BE ISSUED BY SITE ACCOUNTS)

CERTIFICATE NO. CCP-13

NAME OF PACKAGE:

**LETTER OF AWARD/NOA/
CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that all the *Bank Guarantee/ Indemnity bonds/ Insurance policies/ Collaborator's or Associate's Guarantee received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature

Date

Place.....

Name.....

Designation

****Delete whichever is not applicable.***

~~DECLARATION OF ABSENCE OF CONFLICT OF INTEREST WITH INDEPENDENT~~
~~ENGINEER (IE)~~
(NOT APPLICABLE)

Form 22. (ELECTRONIC FUND TRANSFER FORM)

MANDATE FORM

**ELECTRONIC CLEARING SERVICES / ELECTRONIC FUND TRANSFER / INTERNET
BANKING MANDATE FORM**

To,
National Aluminium Company Limited,
NALCO Bhawan, Plot No. P/1, Nayapalli, Bhubaneswar - 751013

Dear Sir,

Sub: Authorization for release of payment due from NALCO, Corporate Office, Bhubaneswar through
Electronic Clearing Services (RBI)/ Electronic fund transfer (RBI/SBI)/ Internet Banking (SBI).
Refer Order No..... dt.....and/or Tender/Enquiry/Letter No..... dt.....

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Vendor :

2. Address of the vendor : _____

City: _____ **Pin Code:** _____

E-mail Id: _____

Permanent Account Number: _____

3. Particulars of Bank:

| | | | | | | | |
|---|-----------|-----------|---------------|-------------|--|--|--|
| Bank Name | | | | Branch Name | | | |
| Branch Place | | | | Branch City | | | |
| Pin Code | | | | Branch Code | | | |
| MICR No. | | | | | | | |
| (9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number) | | | | | | | |
| Account Type ? | Savings ? | Current ? | Cash Credit ? | | | | |
| Account Number (as appearing in the Cheque Book) | | | | | | | |
| RTGS / IFSC Code | | | | | | | |

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Aluminium Company Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI ECS/RBI EFT/SBI NET.

Place: _____

Date: _____

Signature of the vendor/Authorized Signatory

Certified that particulars furnished above are correct as per our records

Bank's Stamp:

Date: _____

(Signature of the Authorized Official from the Banks)

BG forwarding letter from Bank to Employer/PMC in Bank's letterhead

To :

Employer Address

Sub: Submission of Bank Guarantee No.

| | |
|---|--|
| Bank Guarantee No. | |
| Date of Issue | dd.mm.yyyy |
| Guarantee Amount | <u>Currency Amount</u> |
| Date of Expiry of BG | dd.mm.yyyy |
| Last date of lodgement of claim | dd.mm.yyyy |
| <i>Name, Address and IFSC code of BG issuing Bank</i> | <i>Name:</i> <i>Address:</i> <i>IFSC code:</i> |
| Contract/Letter of Award/PO No. | |
| Name & Address of the Applicant / Contractor | <i>Name:</i> <i>Address:</i> |

We confirm that SFMS has been sent to your beneficiary bank as below:

ICICI Bank Limited, Connaught Place Branch,
9A, Phelps Building, Inner Circle, New Delhi - 110001
IFSC Code: ICIC0000007

We also confirm the genuineness of the signatures appearing on the said guarantee/extension and further also confirm that the same has been signed by the competent authority of the bank.

Date : Signature.....

Place : Printed Name.....

(Designation)

(Common Seal)

TO WHOMSOEVER IT MAY CONCERN

This is to certify that we have issued/ extended/ amended Bank Guarantee (BG) Number..... amounting to (in number and words in Contract Currency) in favour of NALCO Limited on behalf of M/S (Contractor name) vide their request reference..... dated..... (DD/MM/YYYY) for the period (from)..... (to).....

We confirm that the bank commission (excluding Stamp paper, Out of Pocket Expenses (OPE) and GST on OPE) amounting to (amount and currency) for issuance/ extension/ amendment of the aforesaid BG have been recovered from M/s (Contractor name).

We further confirm that the commission charged on issuance/ extension/ amendment of the aforesaid BG is as per the prescribed rates of the Bank. Further the commission charged by the Bank as per card rates / sanctioned rates is customer/ borrower specific and is uniform for all BGs issued at the request of said customer/ borrower irrespective of beneficiary.

Chief Manager/Branch Manager

SS No: -

ABC Bank Ltd

New Delhi.

(With Seal of Bank Official)

Indicative Format for handing over of the solar PV plant after completion of O&M period

1. General Information

| Field | Details |
|---|----------------------------------|
| Site Name | NALCO 7 MW Rooftop Solar Project |
| O&M Party | |
| Date of Handover | |
| Handing over Point of Contact (O&M) | [Insert O&M contact person] |
| Taking over Point of Contact (Employer) | [Insert Employer contact person] |

2. List of Equipment

| Sl. No. | Items | Model | Serial No. | Rating | Quantity | Date of Inspection | Condition | Remarks |
|---------|--|-------|------------|--------|----------|--------------------|-----------|---------|
| 1 | Solar Modules | | | | | | | |
| 2 | Inverter | | | | | | | |
| 3 | Transformer | | | | | | | |
| 4 | Switchgear | | | | | | | |
| 5 | PLC & SCADA System | | | | | | | |
| 6 | Desktop PC with monitor | | | | | | | |
| 7 | Air Conditioning | | | | | | | |
| 8 | Condition of all earthing potential & lighting arrestors or protection | | | | | | | |
| 9 | Fencing condition across project | | | | | | | |
| 10 | CCTV System | | | | | | | |
| 11 | Electrical fittings like Fan, lighting etc. | | | | | | | |
| 12 | CMCS Building condition | | | | | | | |
| 13 | Condition of module cleaning system | | | | | | | |

3. Handover Documentation Checklist

Provide the following documents as part of the handover:

| | |
|--|----------|
| Document Type | Remarks |
| Operation and Maintenance Manual | [Yes/No] |
| Warranty Certificates | [Yes/No] |
| Equipment User Manuals | [Yes/No] |
| Testing & Commissioning Reports | [Yes/No] |
| Inspection Reports (Last 10 Years) | [Yes/No] |
| Performance Test Reports | [Yes/No] |
| Repair or Replacement Records | [Yes/No] |
| Mandatory Spares Inventory | [Yes/No] |
| Certificates of Compliance (if applicable) | [Yes/No] |
| | |
| Photos of Installed Equipment | [Yes/No] |

4. Handover Confirmation

We hereby confirm that all the equipment listed above has been inspected and is being handed over to the Customer Care & In healthy working condition. The necessary documentation has been provided for each item, and the site is ready for further inspection and acceptance.

| | |
|------------------------------------|----------------------------------|
| Authorised signatory of Contractor | Authorised signatory of Employer |
| [Name, Position] | [Name, Position] |
| [Signature] | [Signature] |
| [Date] | [Date] |