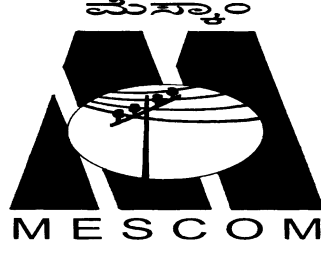


MANGALORE ELECTRICITY SUPPLY COMPANY LIMITED



Bid Enquiry No.

MESCOM/2026-27/ EL/WORK_INDENT478

Bid Documents for

**Formation of new 11kV feeder using 11kV, 3CX400Sq.mm
double run XLPE UG Cable for the distance of 1.7kms from
110/33/11kV Bejai Sub-station to KSRTC Depot at
Kuntikana in Mannagudda Sub-division, Mangaluru
Division under DCW on Total Turnkey basis**

Issued by

SUPERINTENDING ENGINEER ELE., (PROJECTS)

CORPORATE OFFICE, MESCOM

2nd FLOOR, MESCOM BHAVANA,

BEJAI, MANGALURU – 575 004

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MANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

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SECTION - I

INVITATION FOR BID

1.0 Mangalore Electricity Supply Company Limited, hereinafter called MESCOM invites Tenders from the eligible Bidders for the work of **Formation of new 11kV feeder using 11kV, 3CX400Sq.mm double run XLPE UG Cable for the distance of 1.7kms from 110/33/11kV Bejai Sub-station to KSRTC Depot at Kuntikana in Mannagudda Sub-division, Mangaluru Division under DCW on Total Turnkey basis** vide Bid Enquiry No. MESCOM/2026-27/ EL/WORK_INDENT478. The bids are invited in e-procurement portal only.

2.0 Brief Description of the Project :

MESCOM has proposed to construct new 11kV feeder using 11KV 400Sq.mm Double Run XLPE UG cable for a distance of 1.7kms from 110/33/11kV Bejai Sub-station to KSRTC Depot at Kuntikana for arranging power supply to an extent of 3000KVA in Kuntikana Section of Mannagudda Sub-division, Mangaluru Division.

3.0 Scope of Works:

The scope of the work shall include supply of all equipments, erection, testing and commissioning of electrical distribution network for the subject work as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

- a) Preparation of detailed design & engineering.
- b) Preparation and providing engineering drawings, data, obtaining owner's approval for the equipments/materials before execution of works.
- c) Packing, handling, storage and transportation of equipments / materials from the manufacturer's works to the site.
- d) Receipt, storage, preservation & safe keeping of equipment at the site.
- e) Erection, testing and commissioning of lines and equipments.
- f) Carrying out reliability tests and pre-commissioning tests.

(The unit wise price break up is uploaded as **Bill of Quantity schedule**)

4.0 Other Guidelines:

- a. The Contractor shall procure materials from the approved vendors of MESCOM (having due validity) and not required to take specific vendors / GTP / Drawing for those materials. However, materials procured shall comply with the technical specification, IS/IEC standards and approved drawings. The successful bidder shall offer equipments/ materials for acceptance test to **Zonal Office, MESCOM, Mangaluru** & the consequent Dispatch instructions shall be issued from **Zonal Office, MESCOM, Mangaluru** after witnessing the acceptance test by the MESCOM Engineers at factory sites.
- b. The labour portion of work like excavation, concreting, erection of poles, fixing of all accessories like insulators, stringing of conductors, fixing of all hardwares including PG Clamps etc. and all structural works as per specification & as per the schedules prescribed in the tender.
- c. Resolving of Right of Way problems, local disputes if any, meeting various department authorities and obtaining statutory clearances, wherever required in co-ordination with MESCOM authorities shall be done by Contractor.
- d. Tree cutting and its compensation, Crop compensation, any statutory payments etc shall be arranged and paid by the bidder with the prior approval by the Owner. The owner shall reimburse the compensation so paid.

5.0 QUALIFYING REQUIREMENTS (QR):

Please refer Clause 8.0 of NIT of Bid document.

6.0 Bid Security / EMD

The bids shall be accompanied by Bid security / EMD amount of **Rs. (Refer NIT)**.

6.1 Payment of EMD shall be made in e-portal through any of the four e-payment modes mentioned in the e-procurement portal. **No interest is payable on EMD.**

6.2 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The supplier/contractor should pay the Tender Fee in the e-procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- Over the Counter (OTC)
- National Electronic Fund Transfer (NEFT)

7.0 Bids shall be submitted in two parts viz., (1) Techno -Commercial Bid and (2) Price Bid both on e-procurement portal along with the submission of hard copies of the Techno-commercial bid only before the bid opening date.

7.1 Bids can be uploaded on to website before the due date of the tender specified in the portal.

7.2 VOID.

7.3 The Price Bids of those bidders whose Techno-Commercial Bids are found **Responsive** will be opened at a later date in the e-procurement portal only. The details will be available to the prospective bidders in the e-procurement portal.

7.4 The Bidders shall provide credentials in support of their Technical capacity, Financial Strength and Past Experience as at 5.0.

7.5 Mangalore Electricity Supply Company Limited takes no responsibility for delay, due to any cyber or other computer related problems or postal delay. Further, MESCOM reserves the right to reject any or all the Bids without assigning reasons thereof and shall bear no liability whatsoever consequent upon such a decision.

8.0 **Prices:** The prices shall be quoted in percentage above/below the Amount Put To Tender of the project which is inclusive of all taxes excluding GST, duties, levies etc on 'firm price' basis which shall be same for the entire contract period till the awarded work is completed in all respects including the extended period if any. The bidder shall include all applicable taxes (Other than GST), duties, levies, freight & insurance, service charges while quoting & any left out taxes will not be payable extra by MESCOM & it is to the account of bidder only (*The unit wise price break up is included in the Bill of Quantity schedule*)

8.1 **Taxes & Duties:** The quoted prices shall be inclusive of all applicable taxes and duties **other than GST**. Any taxes and duties **other than GST** which are applicable as on the date of submission of bids but not included in the bids will be to the bidders account and MESCOM will not be liable to pay any such taxes.

9.0 COMPLETION SCHEDULE:

Period of completion: Five (05) months from the date of issue of Detailed Work Award (DWA) including Monsoon period.

10.0 **Payment Conditions:** The Payment to the Contractor for the Performance of the Works under the Contract will be made by the Owner as per the guidelines and Conditions specified in the terms of payment stipulated vide clause 8.0 of Special Conditions of Contract.

11.0 Penalty for delay in completion:

If the Contractor fails to successfully complete the commissioning or for any delay in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the Owner by way of Amendment to the Notification of Award/Contract Agreement or for any delay in completing the work beyond the stipulated period, the Contractor shall pay to the Owner, as penalty a sum of ½% (half percent) of delayed portion of work for each week or part thereof for delay subject to a maximum 10% of the total Contract price.

12.0 As stated in Clause 1.0, the Bids are invited and to be submitted through e-procurement portal along with the submission of the hard copy of **Techno-commercial bids before the bid opening date**. The interested eligible Bidders may obtain further information if any from the

Office of the **Superintending Engineer (Ele), (Projects), Mangalore Electricity Supply Company Limited, CORPORATE OFFICE, MESCOM, 2nd FLOOR, MESCOM BHAVANA, BEJAI, MANGALURU – 575 004.**

Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the Superintending Engineer (Ele), (Projects) on or before the date specified in the portal, mails seeking clarifications received subsequent to the date specified in the portal will not be entertained.

- 13.0 **Notwithstanding anything stated above MESCOM reserves the right to accept or reject any or all tenders without assigning the reasons whatsoever and the decision of MESCOM is final.**

MESCOM reserves its right to vary or modify any of the tender condition in case it becomes necessary.

**Sd/-
Superintending Engineer (Ele), (Projects)
MESCOM, Mangaluru**

SECTION - II

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Instructions:

- 1.1 Mangalore Electricity Supply Company Limited, hereinafter called MESCOM/ OWNER will receive bids in respect of **Formation of new 11kV feeder using 11kV, 3CX400Sq.mm double run XLPE UG Cable for the distance of 1.7kms from 110/33/11kV Bejai Sub-station to KSRTC Depot at Kuntikana in Mannagudda Sub-division, Mangaluru Division under DCW on Total Turnkey basis** as per scope described in Volume-I, IFB and as per technical specification of the bid documents. Bid shall be prepared and uploaded in accordance with the instructions of the tender documents.

2.0 Qualifying Requirements of Bidders:

- 2.1 Bidder shall provide satisfactory evidence to the Owner of their technical & financial capability and adequacy of resources to qualify for award and to carry out the contract effectively as against the qualifying requirement stipulated in **clause no. 5.0 of IFB**.

NOTE: Technical parameters of the bought out goods shall be clearly specified.

3.0 Cost of bidding:

- 3.1 The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post bid discussions, technical and other presentation etc, and the Owner will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4.0 Contents of Bidding Document:

- 4.1 The goods and service required, bidding procedures and contract terms are prescribed in the Bidding Document. In addition to the Invitation for Bids the Bidding Documents is a compilation of the following sections:

VOLUME I

| | |
|---------------|--|
| Section – I | Invitation for Bids |
| Section – II | Instruction to Bidders |
| Section – III | General Terms and Conditions of the Contract |
| Section – IV | Erection Conditions of Contract |
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VOLUME -II

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| Section – I | General Technical Conditions |
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VOLUME -III

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| Bid Proposal Sheets |
| Guaranteed Technical Particulars |
| Techno Commercial Sheets |

Note: The Price Bid, Techno-Commercial Sheets are to be uploaded separately on to e-procurement portal by the bidder and the hard copy of the Techno-Commercial bids shall be submitted before the date of opening of techno-commercial bids.

5.0 Understanding of Bid Documents:

- 5.1 A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and fully inform himself as to all the conditions and matters, which may in any way, affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6.0 Clarifications on bid documents:

- 6.1 If the prospective Bidder finds discrepancies or omissions in the specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing for an interpretation/ clarification to the owner in triplicate not later than the date indicated in e-procurement portal. The owner then will issue interpretations and clarifications as he may

think fit if found necessary in writing. After receipt of such interpretations and clarifications the bidder may submit his bid but within the time and date as specified in the invitation of bid. All such interpretation and clarifications shall form a part of the bidding document and shall accompany the bidders proposal.

6.2 Verbal clarifications and information given by the Owner or his employee(s) or his representative(s) shall not in any way be binding on the Owner.

7.0 **Amendment of bidding document:**

7.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment(s).

7.2 The amendment will be notified in writing/ e-mail/ Fax to all prospective Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may at its discretion, extend the deadline for the submission of bids.

7.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8.0 **Language of Bid:**

8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid, exchanged by the Bidder and the Owner shall be written in English language only, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. For purposes of interpretation of the bid, the English translation shall govern.

9.0 **Local Conditions:**

9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidders, regarding such local conditions.

9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to the Bidder.

10.0 **Documents comprising the bid:**

10.1 The Bidder shall complete the Bid form inclusive of Price Schedule, Technical Data Requirements etc., furnished in the Bidding Documents, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices.

10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualifying Requirements as detailed in clause 2.0 above and clause 5.0 of IFB.

10.3 Void

11.0 **Scope of the proposal:**

11.1 The scope of the work shall include supply, erection, testing and commissioning of electrical distribution network for the subject work as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

- a) Preparation of detailed design & engineering.
- b) Preparation and providing engineering drawings, data, obtaining owner's approval for the equipments/ materials before execution of works.
- c) Packing, handling, storage and transportation of equipments / materials from the manufacturer's works to the site.
- d) Receipt, storage, preservation & safe keeping of equipment at the site.

- e) Erection, testing and commissioning of lines and equipments.
- f) Carrying out reliability tests and pre-commissioning tests.

(The unit wise price break up is uploaded as **Bill of Quantity schedule**)

- 11.2 No deviation whatsoever to certain conditions of the bidding documents as specified in the Special Conditions of Contract is permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelop containing Bid security details, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.
- 11.3 Bids not covering the entire scope of works shall be treated as incomplete and hence rejected.
- 11.4 The Bidder shall complete all the schedules & annexure in the Bid proposal Sheets, Technical Data Sheets and specified elsewhere. The Qualifying data shall be filled in the required schedule of Bid Proposal sheets.
- 12.0 **Quoted Bid Price:-**
- 12.1 The bidder shall indicate the overall percentage above/below the Amount Put To Tender in the price bid template provisioned in the e-portal. The Quoted bid price shall be inclusive of all taxes (**other than GST**) and duties, freight & insurance of the goods, the price for erection, testing and commissioning and other services it proposes to furnish under the contract. The unit wise price break up is uploaded as **Bill of Quantity schedule**.
- 12.2 However, the successful bidder shall furnish the breakup of taxes, duties etc at the time of work award for contractual purposes & regulating payments. The bidder shall include all applicable taxes, duties, levies, freight & insurance, service charges while quoting & any left out taxes will not be payable extra by MESCOM & it is to the account of bidder only. This break up shall be considered/entered separately in the following manner:
 - A) For all goods offered:**
 - i. The price of the goods quoted ex-factory/ex-works/ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.
 - ii. GST which will be payable by the owner on the goods if this contract is awarded.
 - iii. Inland transportation charges including handling charges and other costs incidental to delivery of the goods to their final destination and insurance charges.
 - ii. Applicable Custom duties on imports, levies, cess if any which will be payable by the Owner on the Goods if this contract is awarded.
 - iii. The cost of erection, testing and commissioning as well as associated civil, structural works.
 - iv. The prices quoted by the bidder shall be excluding GST.**
- 12.3 During the execution of the contract, MESCOM reserves the right to increase or decrease the quantities of items under the contract but without any change in unit prices or other terms & conditions. Such variations unless otherwise specified in the accompanying Conditions of Contract and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total variation in all such items under the Contract shall be limited to **10% of the Contract Price/ Value** as specified in the Conditions of Contract.
- 12.4 In case of non-availability of rate for a particular item in the schedules (non-tendered items) which are required for the completion of said works, then the payment for supply of materials & services rendered will be limited to the CSR 2025-26 with applicable turnkey parameters \pm % tender premium during the execution of contract.

13.0 **Price Basis:**

- 13.1 The prices shall be quoted in percentage above/below the Amount Put To Tender of the project which is inclusive of all taxes excluding GST, duties, levies etc which shall be same for the entire contract period till the awarded work is completed in all respects including the extended period if any. The bidder shall include all applicable taxes (Other than GST), duties, levies, freight & insurance, service charges while quoting & any left out taxes will not be payable extra by MESCOM & it is to the account of bidder only (The unit wise price break up is included in the Bill of Quantity schedule).

In accordance with the Finance Department Circular No. FD 417 EXP-12/2024 dated 09.08.2024, bidders are required to submit their Financial Quotes excluding GST. Applicable GST on Supply of materials, Civil and Erection works will be borne by the Owner and the same will be paid separately.

Note:- In case, the description of the rates / amount are mentioned as “inclusive of applicable taxes” in KPP portal, the same will be treated as exclusive of GST, since the financial quotes of the Bidders are excluding GST.

- 13.2 The prices quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account save for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

14.0 **Taxes and Duties:**

The bidders have to quote their price for work indicated in price schedule, which includes both supply & erection. These prices shall also be inclusive of all applicable taxes (**excluding GST**) & duties.

No payment separately towards taxes (**other than GST**) & duties other than the quoted in the price schedule for each item of work shall be payable by the MESCOM.

Any taxes (other than GST), duties, levies etc., not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by the Owner.

If there is any enhancement in the statutory taxes due to change in policies by the Central/State Government then such enhanced taxes will be payable by MESCOM. If there is any concession/reduction in the statutory taxes by the changes in the policies by the Central/State Government, the same shall be availed and passed on to MESCOM. Further, if any new taxes introduced by the Central/State Government during the contract period same will be paid by the MESCOM.

No claim for any increase towards statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the Contractor.

Income tax / Work Contract tax and other statutory deductions of the state & Central Govt., as applicable from time to time shall be deducted from the Contractor's bills & directly remitted to concerned Department by the MESCOM.

However, it may be noted that, all taxes (**Other than GST**), duties, levies and other charges are to be included in the unit / total contract price and MESCOM is not liable to pay any taxes, duties, levies over and above the unit contract value **other than GST**. Also the Contractor has to include all types of freight and insurance charges if applicable in the unit/total contract value and MESCOM is not liable to pay any charges towards insurance or freight other than mentioned in Price schedules.

15.0 **VOID**

16.0 **Time Schedule:**

- 16.1 The basic consideration and the essence of the Contract, shall be strict adherence to the time schedule for performing the specified works.
- 16.2 The Owner's requirements of completion schedule for the Works are mentioned in the accompanying special conditions of contract.
- 16.3 The completion schedule as stated in the special conditions of contract shall be one of the major factors in consideration of the bids.

- 16.4 The owner reserves the right to request for a change in the work schedule during pre award discussions with successful bidder.
- 16.5 The successful bidder will be required to prepare detailed PERT Network (not Bar chart) and finalize the same with the owner as per the requirement of Clause 12.0 Section GCC.
- 17.0 **VOID**
- 18.0 Contract quality assurance:**
- 18.1 The Bidder shall include in his proposal the Quality Assurance programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 18.2 At the time of Award of Contract, the detailed Quality Assurance programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed programme shall form a part of the Contract.
- 18.3 The Bidder shall clearly specify the list of sub vendors, from whom the bought out items are being supplied. However in case of orders are placed, specific approval shall be obtained from the Owner for the vendor supplied materials. The quality assurance programme shall be furnished for each material separately for approval. The materials will be inspected before dispatch. The Vendor shall be suppliers of the MESCOM.
- 19.0 **Insurance:**
- The bidder's insurance liabilities pertaining to the scope of work are detailed out in Clauses titled Insurance in General Terms and Conditions of Contract and in Erection Conditions of this Volume-I. Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.
- 19.1 The tenderer has to provide his P.F. A/C. No. He has to ensure the compliance of all requirements of employees P.F. and miscellaneous provision Act. 1952 and ESI Act. 1948. He is liable for all statutory obligations under workman's compensation act, contractor labour abolition act 1970 payment of compensation, employees insurance coverage. He shall furnish satisfactory evidences for having paid all contributions as required by the ESI Act. Or for having taken workmen compensation insurance cover. It is his responsibility to comply with minimum wages Act 1948, payment of wages act 1936. The contractor should have been registered under Karnataka shop and commercial establishment Act. He is bound to give the copy of wage register to MESCOM every month along with bill. He should also produce the Income Tax clearance certificate along with bid.
- 20.0 **VOID**
- 21.0 Erection Tools And Tackles:**
- The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment, tools & tackles etc. which he proposes to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed any where else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.
- 22.0 **Brand Names:**
- 22.1 The specific reference in these specifications and documents to any material/ equipment by brand name, make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material/equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternative material/equipment.
- 22.2 The bidder shall note that standards for workmanship, material and equipment, and reference to brand name of catalogue numbers designated by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/ or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specification.

23.0 **Bid Security (EMD)**

23.1 The bids shall be accompanied by Bid security / EMD amount of **Rs. (Refer NIT)** through any of the following e-payment modes. **No interest is payable on EMD. PEMD HOLDERS ARE NOT EXEMPTED FROM THE PAYMENT OF EMD.**

E-payment modes for Tender Processing Fee.

The supplier/contractor should pay the Tender Fee (non-refundable) in the e-procurement portal using any of the following payment modes:

- Credit Card
- Direct Debit
- Over the Counter (OTC)
- National Electronic Fund Transfer (NEFT)

A. CREDIT CARD PAYMENT METHOD:

To pay the registration fee through your credit card, click on the “Credit Card (Online Payment)” option. If you choose to pay the fees later click on “Close” button. Click Pay after verifying details on the screen that appears.

Click on “Pay” button to proceed with payment process. Click “Back” if you wish to Choose a different payment method. Click on “OK” button on the payment method

Confirmation window that is displayed. You will choose your card type (VISA, master Card).

You enter your credit card details.

Card Details completely filled.

The screen will look like it is shown above when you have completely filled the card details.

Click on “PAY NOW” button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you.

A successful transaction message is displayed.

B. DIRECT DEBIT METHOD:

Click on “Direct Debit Using Internet Banking (Online Payment) option to pay from your bank account through Internet Banking facility.

Click on “Pay” to proceed or “Back” to change the payment method on the Payment details screen.

Click on “OK” on the confirmation window to effect the payment. Click on “Cancel” and then on “Back” to change the payment method.

You will information on your screen about successful completion of payment process.

C. OTC PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (<https://www.eproc.karnataka.gov.in>) the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section.

The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

D. NEFT PAYMENT PROCEDURE:

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that

section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e-Procurement system as part of its bid.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at Axis Bank.

For details on e-Payment services refer to e-procurement portal for more details on the process.

- 3.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to Para 23.6. The bid security shall be made payable to the Owner without any condition whatsoever.
- 23.3 Any bid not received in accordance with Para 23.1 above will be rejected by the Owner as non-responsive.
- 23.4 Unsuccessful Bidder's bid security/EMD will be returned/ refunded after finalization of tender.
- 23.5 The successful bidder's, Bid Security will be discharged, upon and furnishing the performance guarantee, pursuant to **Clause 40.0**.
- 23.6 Bids shall not be withdrawn or modified during the period of validity or extended period of the validity.

The bid guarantee may be forfeited:

- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder in bid form.

OR

- b) In case of a successful Bidder, if the Bidder fails:
- i. to sign the contract: or
 - ii. to furnish the performance guarantee.

- 23.7 No interest shall be payable by the Owner on the bid security amount.

23.8 VOID

24.0 Period of validity of bids:

- 24.1 Bids shall remain valid for **180 days (One Hundred & Eighty Days)** from the date of opening of bid unless otherwise specified in the accompanying special conditions of contract. A bid valid for a shorter period will **be rejected by the owner as non-responsive**.
- 24.2 In exceptional circumstances, the owner may solicit the bidder's consent to an extension of the period of validity, the request and the response there to shall be made in writing (including e-mail/ Fax). The bid security provided under clause 23.0 shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse the request for extension of bid validity & for which bid security will not be forfeited. A bidder granting the request will not be required or permitted to modify its bid.

D. SUBMISSION OF BIDS

25.0 Format Of Bid:

- 25.1 The Bids are invited through e-procurement portal only.
- 25.2 The Techno-commercial bid consists of following:
- i) Techno-Commercial sheets

- ii) Data requirements sheets
- 25.3 The price bid consists of following
- i) Price sheets
- 25.4 A prospective bidder, who wishes to submit the bid shall adopt the following procedure.
- 25.5 Non-refundable amount (Tender Processing fees) of as per e-procurement in the form of Tender Processing fee is to be remitted on online payment using the following four modes of payment:
- Credit Card
 - Debit Card
 - NEFT (National Electronic fund transfer)
 - OTC (Over the Counter)
- 25.6 void.
- 25.7 The bidder shall quote the prices in e-procurement portal only and other details in Techno-commercial sheets and upload them on to the e-procurement portal on or before the time and date indicated in notification.
- 25.8 **SEALING AND MARKING OF BIDS**
- The Bidders has to submit the hard copy of Techno-commercial bids before the bid opening date which is Mandatory which shall be addressed to:
- a. **SUPERINTENDING ENGINEER ELE., (PROJECTS)**
CORPORATE OFFICE, MESCOM
2nd FLOOR, MESCOM BHAVANA,
BEJAL, MANGALURU – 575 004
- b. Super scribed the name of package & the Bid Enquiry No.
- Submitting the hard copy of Techno-commercial bids is in addition to submitting the bids in e-procurement portal mode. This is only for record and reference purpose. Bid offered in Electronic form only prevails.
- 26.0 **Signature of Bids:**
- The Techno Commercial and Price Bids must contain the name, address and place of business of the person or persons making the bid and the name of the authorized person.
- 27.0 **Deadline for submission of bids:**
- 27.1 Bid shall be uploaded to the e-procurement website on or before the last date and time for submission of Bids indicated in Notification in IFB. In addition to **submitting the bids in e-procurement portal which is mandatory, the bidders has to submit the hard copy of the techno-commercial bids by registered post or submitting the bid in person before due date and time.**
- 27.2 The owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 28.0 Void.
- 29.0 **Modification and withdrawal of bids:**
- 29.1 The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids. No bid shall be modified in any manner subsequent to the deadline for submission of bids.
- 29.2 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal/ modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.
- 30.0 **Information required with the proposal:**
- 30.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure. It shall be in line with clause no. 2.01 (f) of ITB volume I.
- 30.2 The above information shall be provided by the Bidder in the form of **separate sheets, drawings, catalogues, etc. in four copies.**

- 30.3 The bid must contain sufficient descriptive material to describe accurately the equipment proposed & such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major deviation from these drawings and descriptive material submitted will not permit during the execution of the contract without specific written permission of the owner.
- 30.4 Oral statements made by the bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 30.5 Standard catalogue pages and other documents of the bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 30.6 The Bidder, along with his proposal, shall submit a list of recommended erection equipment and materials, which will be required for the purpose of erection of equipment and materials supplied under the contract.
- 30.7 In case the 'proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical/ commercial deviation schedule.

E. BID OPENING AND EVALUATION

31.0 Opening of bids by owner:

- 31.1 The Owner will open the bids in the presence of Bidder's maximum two representatives who choose to attend at the date and time mentioned for opening of bids in the e-procurement portal. The Bidder's representatives who are present shall sign a register evidencing their attendance.
- 31.2 Void.
- 31.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by fax/mail/e-mail.
- 31.4 Void.
- 31.5 No electronic recording/transmitting devices will be permitted during Bid opening.

32.0 Purpose of evaluation of bids:

- 32.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the **LOWEST EVALUATED PRICE BID**.

33.0 Policy for bids under consideration:

- 33.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, the owner and/or his employees/representatives on the matters related to the bids under consideration.

33.2 Clarification of bids:

To assist in the examination, evaluation and comparison of bids the owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

34.0 Preliminary Examination:

- 34.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 34.2 Deleted.
- 34.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conform to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of works or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

- 34.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
- 34.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 35.0 Evaluation of the tenders:**
- 35.1.1 The techno – commercial evaluation:
- 35.1.2 For purpose of these clauses, a substantially responsive Bid is one, which conforms basically to all the terms and conditions of the Bidding Documents without material deviation & confirming to technical specifications.
- 35.1.3 The Techno-commercial Bids will be evaluated generally on the following points but not restricted to the same.
- a) Submission of EMD Paid Challan,
 - b) Qualifying Requirements,
 - c) Completeness of the offer to carry out all the works as per requirement.
 - d) Completion period,
 - e) Acceptance for payment terms & confirming to all terms and other commercial conditions etc, as specified in the terms and conditions of the Bid.
- 35.1.4 However, the MESCOM may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute to a material deviation, provided such waiver does not prejudice or affect the techno- commercial terms & conditions.
- 35.2 Comparison of bids:**
- The bids shall be compared on the basis of lumpsum prices (i.e. for supply portion and price for services & civil works to be rendered as quoted by the Bidder) for the entire scope of the proposal as defined in the Bidding Document.
- 35.3 All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and as a result of this comparison; the lowest bid will be selected for the award of the contract.

F. AWARD OF CONTRACT

- 36.0 Award Criteria:**
- 36.1 The Owner will award the Contract to the successful Bidder, whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Owner shall be the sole judge in this regard.
- 36.2 In case of award of Contract on a bidder there shall be two separate contracts one for supply of goods and the second for erection works.
- 36.2.1 The successful bidder shall pay Cess at the prevailing rate on the cost of construction.
- 36.3 VOID.**
- 37.0 Owner's right to accept any bid and to reject any or all bids:**
- 37.1 The Owner 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 the Owner's action.
- 38.0 Notification of award:**
- 38.1 The Owner will notify the successful Bidder in writing by registered letter that his bid has been accepted prior to the expiration of the period of bid validity and extended validity period, if any.
- 38.2 The notification of award will constitute the formation of the Contract.
- 38.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to Clause 40.0 the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 23.0 if any.
- 39.0 Signing of contract:**

- 39.1 The Owner notifies the successful Bidder that its bid has been accepted, the Owner will send the Bidder the Letter of Intent, incorporating all agreements between the parties.
- 39.2 Within 15 days of receipt of the letter of Intent, the successful bidder shall sign and date the same and return it to the Owner.
- 39.3 The Bidder will prepare the Contract Agreement as per the pro-forma enclosed at Annexure-VIII to this Volume- I and the same will be signed & submitted within **15 (fifteen) days** of the acceptance of the Letter of Intent.
- 39.4 The successful bidder shall observe all the formalities as said in the LOI within the stipulated period such as
- (a) **Furnishing of Acceptance of LOI within 15 days of issue of LOI.**
 - (b) **Furnishing of Contract Agreement & PERT Chart within 15 days of Acceptance of LOI.**
 - (c) **Furnishing of Contract Performance Guarantee within 30 days of issue of LOI, Beyond 60 days of issue of LOI, MESCOM reserves the right to take action pursuant to clause 23.6 and cancel the tender & tender will be recalled.**
- 40.0 **Contract Performance Guarantee:**
- 40.1 As a contract performance security, the successful bidder, shall be required to furnish a performance guarantee in the form of Insurance Surety Bonds (ISBs) issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDA) (OR) in the form of electronic Bank Guarantee(e-BG) from any Nationalized bank/ Scheduled Commercial Bank which are integrated with NeSL in favour of Chief Financial Officer, MESCOM, Mangaluru. The guarantee amount shall be equal to Five percent (05%) of the Contract price (Excluding GST) which shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 days after the end of Contractual Warranty Period.
- If the bidder chooses to submit the yearly bank guarantee, an undertaking shall be submitted on Rs. 500/- stamp paper for timely renewals otherwise the BG encashment will be initiated.
- Note:
- i. The Bidder will be blacklisted, if the Security deposit/Contract Performance Bank Guarantees/Insurance Surety Bonds (ISBs) turns out to be fake during confirmation from the Bank/Insurer regarding genuineness of BG/ Insurance Surety Bond submitted by the Bidder.
 - ii. It is mandatorily that, the Bidders have to submit Contract Performance Bank Guarantees only in the form of Insurance Surety Bonds (ISBs) issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDA) (OR) in the form of e-Bank Guarantee (e-BGs) from the Banks which are integrated with NeSL.
- 40.01 The Security deposit by the Successful Tenderer shall be provided only in the form of Insurance Surety Bonds (ISBs) issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDA) (OR) in the form of e-Bank Guarantee (e-BG) issued by a Nationalised /Scheduled Banks integrated with NeSL.
- 40.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:
- a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.
 - b) The successful Bidder further guarantees that the equipment provided by him/his sub-vendors and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the period of guarantee specified in the relevant clause of the General Terms and Conditions in this Volume-I/Special Conditions of Contract.
- 40.3 The Contract Performance Guarantee is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Part-II and damages stipulated in other clauses in the Bid documents.

40.4 The performance guarantee will be discharged without any interest at the end of guarantee period, unless otherwise specified in SCC.

41.0 **Inspectorate Approval:**

The successful contractor on award of the work has to obtain approvals for the Layout drawings and all other applicable documents from the Electrical Inspectorate Authorities prior to commencement of the work duly submitting relevant documents and remitting the prescribed fees. Only after the approval is obtained for the Layout drawings and other documents from the Electrical Inspectorate the work shall be taken up. Further, after completion of the work inspection by the Electrical Inspectorate Authorities shall be arranged duly submitting the test reports of the equipments and other relevant documents duly remitting the prescribed fees and obtain energisation approval. The Electrical Inspectorate charges paid will be reimbursed on presenting the vouchers.

SECTION - III

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GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 Definition of Terms:

- 1.1 **'The Contract'** means the agreement entered into between Owner and Contractor as per the Contract Agreement signed by the parties including all attachments and appendices there to and all documents incorporated by reference therein.
- 1.2 **'Owner'** shall mean the Mangalore Electricity Supply Company Limited (MESCOM) and shall include their legal representatives, successors and assigns.
- 1.3 **'Contractor'** or Manufacturer' shall mean the Bidder whose bid will be accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 **Sub- Contractor'** shall mean the person named in the Contract for any part of the Works or any person to whom any part of the Contract has been Sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 **'Engineer'** shall mean the officer appointed in writing by the Owner to act as engineer from time to time for the purposes of the contract.
- 1.6 **'Consulting Engineer'/'Consultant'** shall mean any firm or person duly appointed as such from time to time by the owner.
- 1.7 The terms **'Equipments'**, **'Stores'** and **'Materials'** shall mean and include equipment, stores and materials to be provided by the contractor under the contract.
- 1.8 **'Works'** shall mean and include supplying of equipment material, and extending all services, as per the specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.9 **'Specifications'** shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.10 **'Site'** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.11 The term **'Contract Price'** shall mean the lump-sum price comprised of unit price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Intent, for the entire scope of the works.
- 1.12 The term **'Equipment/Material Portion'** of the Contract price shall mean the total value of the equipments including taxes & duties, freight & insurance etc. The term **'Erection Portion'** of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurance's.
- 1.13 **'Manufacturer's Works'** or **'Contractor's Works'**, shall mean the place of work used by the manufacturer, the contractor, their collaborators/associate or sub-contractors for the performance of the Contract.
- 1.14 **'Inspector'** shall mean the Owner or any person nominated by the Owner from time to time, to inspect the equipment, stores or Works under the Contract and/or the duly authorised representative of the Owner.
- 1.15 **'Notice of Award of Contract'/'Letter of Intent'/'Telex of Award'/'Fax of Award'** shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.16 **'Date of Contract'** shall mean the date on which Notice of Award of Contract/Letter of Intent has been issued.
- 1.17 **'Month'** shall mean the calendar month. **'Day'** or **'Days'** unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
A Week' shall mean continuous period of seven (7) days.

- 1.18 **'Writing'** shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.19 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used, the approval, judgment, direction etc is understood to be a function of the Owner/Engineer.
- 1.20 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.21 **'Start up'** shall mean the time period required to bring the equipment covered under the Contract from an inactive condition, when construction is essentially complete, to the state ready for trial operation. The start up period shall include preliminary inspection and checkout of equipment and supporting sub-system, initial operation of the complete equipment covered under the Contract to obtain necessary pre-trial operation data, perform calibration and corrective action, shut down, inspection and adjustment prior to the trial operation period.
- 1.22 **'Initial operation'** shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service.
- 1.23 **'Trial operation'** 'Reliability Test', 'Trial Run', 'Completion Test', shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load range. The length of Trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.
- 1.24 **'Performance and Guarantee Test'** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.25 The term **'Final Acceptance/Taking Over'** shall mean the Owner's written acceptance of the works performed under the Contract, after successful commissioning/completion of Performance and Guarantee Tests, as specified in the accompanying Technical specification or other-wise agreed in the Contract.
- 1.26 **'Guarantee Period'/'Maintenance Period'** shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 1.27 **'Latent Defects'** shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.
- 1.28 **'Drawing', 'Plans'** shall mean all:
- a) Drawings furnished by the Owner/ Consultant as, a basis for bid/proposals.
 - b) Supplementary drawings furnished by the Owner/ consultant to clarify and to define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/ Consultant.
 - d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and
 - e) Engineering data and drawings submitted by-the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/ Owner.
- 1.29 **'Codes'** shall mean the following, but not limited to, including the latest amendments, and/or replacements if any:
- a) Indian Electricity Act, 2003 and Rules and Regulations made there under.
 - b) Indian Factory Act, 1948, and Rules and Regulations made there under.
 - c) Indian Explosive Act, 1884, and Rules and Regulations made there under.
 - d) Indian Petroleum Act, 1934, and rules and Regulations made there under.
 - e) A.S.M.E. Test Codes.
 - f) A.I.E.E. Test Codes.
 - g) American Society of Materials Testing Codes.
 - h) Standards of the Indian Standards Institutions.

- i) Other Internationally approved standards and/or Rules and Regulations touching the subject matter of the Contract.

- 1.30 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 1.31 Words imparting 'Person' shall include firms, companies, corporation and associations or bodies of individuals, whether incorporated or not.
- 1.32 Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof if any. The various Acts and Regulations are normally available for sale from the following addresses:
 - i. Deputy Controller,
Publication Department,
Government of India,
Civil Lines,
DELHI - 110 006.
 - ii. Department of Publication,
(Government of India),
Kitab Mahal,
Unit No. 2 1, Emporia Building
Baba Khark Singh Marg,
NEW DELHI - 110 00 1.

OR

With leading authorised Government of India Book sellers.

- 1.33 "**Bidding Documents**": Means information & instructions, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, drawings and other annexures included in Sections IFB, ITB, GCC, SCC, TS, DRS, BPS.
- 1.34 "**Tests on Completion**": Means the tests that are prescribed in the Bidding documents to be made before materials are accepted by the Purchaser.
- 1.35 "**Destination**": Means the location where the goods are specified to be delivered and where they will be accepted by the purchaser.
- 1.36 "**Engineer**": Engineer means the concerned Executive Engineer (Ele), O&M division in whose jurisdiction these works are involved.
- 1.37 "**Engineer's Representative**": They mean,
Asst. Executive Engineer (Ele), of the jurisdictional sub-division.

OR

Any other Engineer who has been assigned with the job.

- 1.38 "**Commissioning**": For electrical equipment shall mean charging the equipments at rated voltage after completion of erection, testing and completion of pre-commissioning checks. The commissioning of line mean charging of all equipments and distribution transformers as a whole for putting in to commercial operation, after completion of erection, testing and completion of pre-commissioning checks.
- 1.39 The term "**Services**" mean services ancillary to the supply of goods such as port clearance, transportation and insurance and any other incidental services, such as civil structural and architectural works, erection, testing and commissioning and other such obligation of the contractor covered under the contract.
- 1.40 In addition to the above, the following definitions shall also apply:
 - a) 'All equipment and materials' to be supplied shall also mean 'Goods'.
 - b) 'Constructed' shall also mean 'erected and installed'.
 - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

2.0 Application:

These General Conditions shall apply to the extent that they are not Superseded by provisions in other parts of the Contract.

3.0 Standards:

The goods supplied under this contract shall conform to the standards mentioned in the Technical Specification, and, when no applicable standard is mentioned, the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

4.0 Language And Measures:

All documents pertaining to the Contract including specification, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric system of measurement shall be used exclusively in the contract.

5.0 Contract Documents:

5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:

- a) Invitation for Bid including letter forwarding the Bidding documents, Instructions to bidders, General Terms and Conditions of Contract, Special Conditions of Contract, and all other documents included under Volume-I.
- b) Specifications of the equipment/material to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications and Data Requirement Sheets.
- c) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
- d) All the materials, literature, data and information of any sort given by the contractor along with his bid, subject to the approval of the Owner.
- e) Letter of Intent and any agreed variations of the conditions of the documents and Special terms and conditions of Contract, if any.

5.2 In the event of any conflict between the above mentioned documents, the matter shall be referred to the Engineer whose decision shall be considered as final and binding upon the parties.

5.3 All the relevant information/material furnished by the contractor such as specifications of material/equipment, design, literature, drawings or any other data during the course of contract will become the Property of the owner and owner will have full rights to use the same elsewhere.

6.0 Use of contract documents and information:

6.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

6.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various contract documents except for purpose of performing the Contract.

6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the Site, dimensions, quantity, quality or other information, concerning the Works unless prior written permission has been obtained from the Owner.

6.4 Any document, other than the Contract itself, enumerated in various contract document's shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the contractor's performance under the Contract if so required by the Owner.

7.0 Construction of the contract:

7.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible supply of goods, erection and civil engineering works Contract. The supply portion of the Contract will relate to the supply of equipment and materials and the erection portion will relate to the handling at the Site, storage, erection, construction, testing,

commissioning and civil works including supply of cement, steel etc., as defined in the bid documents.

7.2 In case of divisible supply and erection contract, or where the Owner hands over his equipment to the contractor for executing then the contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute and Indemnity Bond in favour of the Owner in the form acceptable to MESCOM for keeping the equipment in safe custody and to utilise the same exclusively for the purposes of the said contract. Samples of Performa for the Indemnity Bond is enclosed as Annexure-VII & VIII to this Part-1.

7.3 The Contract- shall in all respects be constructed and governed according to Indian laws.

7.4 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components only for the convenience for the measurement of deviations or modifications under the Contract (s)-

8.0 **Jurisdiction of contract:**

8.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Mangalore shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 **Manner of execution of contract:**

9.1 The Owner, after the issue of the Letter of Intent to the Contractor, will send one copy of the final Agreement to the Contractor for his scrutiny and approval.

9.2 The Agreement, unless otherwise agreed to, shall be signed within **15 days** of the acceptance of the Letter of Intent, at the office of the Owner at Mangalore on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee in six copies, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with the proposal will have to be extended accordingly.

9.3 The Agreement/Contract will be signed in six originals and the Contractor shall be provided with one signed original and the Owner will retain the rest.

9.4 The Contractor shall provide free of cost to the Owner all the engineering data, drawings and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract immediately after issue of Letter of Award.

9.5 Void.

10.0 **Enforcement of terms:**

10.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the Contract.

11.0 **Completion of contract:**

11.1 Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed on the expiry of the Guarantee Period as provided for under the clause 15 entitled 'Guarantee' in this section.

B. GUARANTEES & LIABILITIES

12.0 **Time - the essence of contract:**

12.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

12.2 The Contractor shall submit a detailed PERT network chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen (15)

days of the date of Notice of Award of Contract. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submitted with the Owner and the agreed network shall form part of the Contract Documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contract. The PERT network should be reviewed, updated, once every month and submitted to Engineer for approval.

- 12.3 Based on the above-agreed network chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.
- 12.4 Subsequent to the, finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme, in line with the agreed Contract. Network. Such manufacturing programme shall be reviewed, updated and submitted to the Engineer once every two months thereafter.
- 12.5 The above pert charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.
- 13.0 **Effectiveness of contract:**
The contract shall be considered as having come into force from the date of the Notification of Award unless otherwise provided in the Notification of Award.
- 14.0 **Penalty for delay in works:**
- 14.1 **For Equipment Portion (Excluding Spares).**
If the Contractor fails to successfully complete the commissioning within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty, a sum specified for each specified period of delay. The details of such penalties are brought out in the accompanying Special Conditions of Contract (SCC). Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time, the equipment and Materials will be considered as delayed until such time the missing parts are also delivered. The total amount of penalty for delay under the contract will be ½% per week subject to a maximum 10% of the Contract price.
- 14.2 **VOID.**
- 14.3 Penalty for not meeting performance guarantees during the performance and guarantee tests shall be assessed and recovered from the contractor as detailed in Technical Specification/Special Conditions of Contract. Such penalty shall be without any limitation whatsoever and shall be in addition to damages, if any payable under any other clause of Conditions of Contract.
- 15.0 **Guarantee:**
- 15.1 **For a period of twelve months for all materials except the 11kV XLPE UG Cable which is Five (5) years from the date of issue of completion certificate** herein above mentioned, the Contractor shall be liable for the works or any portion thereof found to be defective from causes arising from faulty materials or workmanship or other causes for which in the judgment of the Engineer the Contractor will be held responsible, he shall make good any damages arising there from, notwithstanding the fact that the certificate, may have been issued and the security deposit refunded.
- 16.0 **Taxes, Permits & Licenses:**
The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the owner or the Contractor in pursuance of the Contract. In addition, the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

17.0 Replacement of Defective Parts and Materials:

- 17.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the Contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time, as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment/materials up to the standards of the specifications. In case the contractor fails to do so, the Engineer may on giving the Contractor seven(7) days notice in writing of his intentions to do so, proceed to remove the portion of the Works so complained of and at the cost of the Contractor perform all such work or furnish such equipment/material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.
- 17.2 The Contractor's full and extreme liability under this clause shall be satisfied by the payment to the Owner of the extra cost, of such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the contract Price by portion for such defective equipment/material/works and repayments of any sum paid by the Owner to the contractor in respect of such defective equipment/ material. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contract for such defective equipment/materials.

18.0 Patent right and royalties:

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy, all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the owner indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the owner, the same shall be defended at the cost and expense of Contractor who shall also satisfy/comply with any decree, order or award made against the owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the owner for any purpose or manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall at his option and at his own expense, either procure for the owner, the right to continue the use owner said apparatus, equipment or part thereof, replace it with non infringing apparatus or equipment or modify it, so it becomes non-infringing.

19.0 Defense of suits:

If any action in Court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the contractor, his agents, representatives or his sub-

contractors, or in connection with any claim based on lawful demands of Sub-Contractors, workmen, suppliers or employees, the contractor shall in all such cases indemnify and keep the owner, and the Engineer and/or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

20.0 Limitation of liabilities:

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty Period, and till such time as the contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on account payments.

21.0 Engineer's decision:

21.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

21.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contractor the Contractor may file with the Superintending Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

21.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request for legal assistance before Mangaluru court of law. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

22.0 Power to vary or omit work:

22.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers subject to the provisions hereinafter contained, from time to time, during the execution of the Contract., notice in writing to instruct the contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as applicable as though the said variations occurred in the Contract Documents. If any suggested variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer there of in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by, any such variation shall be added to or reduced from the Contract Price as the case may be.

22.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.

22.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additions or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the

instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the payment of any charges in respect of any such variations, unless the Engineer shall confirm the instructions for the performance of the same in writing.

- 22.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 22.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 22.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provision of Clause entitled 'Change of Quantity' in section GCC of this Volume- I. The Contractor shall carry out such variations and be bound by, the same conditions as though the said variations occurred in the Contract Documents. However the payment for deviation shall be limited as per clause no. 12.3 of ITB of volume I.

23.0 **Assignment and sub-letting of contract:**

- 23.1 The Contractor may, after informing the Engineer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw materials, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment to identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Engineer. The Experience, list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipments. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Engineer, shall be void.
- 23.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendor's quality control organization, the relevant reference documents/standard used, acceptance level, inspection documentation raised, etc. Such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the purchase order/contract between the Contractor and the Vendor. Within 3 weeks of the release of the purchase orders/ contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

24.0 **Change of quantity:**

- 24.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms and conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total variation in all such items under the Contract shall be limited to **10% (TEN PERCENT) of the Contract Price** as specified in the Special Conditions of Contract. The owner reserves the right to order excess quantity exceeding 10% of the value of

the contract if the situation warrants. The contractor shall supply the same if ordered at the same unit rates of the contract.

The Contractor shall make use of the materials available with the owner as and when the contractor is asked to do so by the owner and the cost of those materials will not be paid to the contractor.

- 24.2 The Contract Price shall accordingly be adjusted for the change in items as per clause no12.3 of ITB of volume I. The base unit rates, as identified in the Contract shall however remain constant during the currency of the Contract.

25.0 Packing, Forwarding And Shipment:

- 25.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

- 25.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.

- 25.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.

- 25.4 The following documents shall be sent by registered post to the Owner within 3 days from the date of shipment, to enable the Owner to make progressive payments to the Contractor.

Application for payment in the standard format of the Owner (3 copies)

Invoice (6 copies)

Packing list (6 copies)

Pre-dispatch clearance certificate if any (3 copies)

Test certificate, wherever applicable (3 copies)

Insurance Certificate (3 copies)

- 25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to Site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the, equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

26.0 Co-operation with other contractors and consulting engineers:

The Contractor shall agree to cooperate with the Owner's Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information.

27.0 No waiver of rights:

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents not any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

28.0 Certificate not to affect right of owner and liability of contractor:

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contractor, or be interpreted as approval of the works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of Owner against the Contractor.

29.0 Training of owner's personnel:

29.1 The Contractor shall undertake to train free of cost, engineering personnel selected and sent by the Owner at the works of the Contractor unless otherwise specified in the Technical Specifications. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the Owner. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or in their Collaborator's works and where possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable those personnel to become familiar with the equipment being furnished by the Contractor. The details of the no. of persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications/Special Conditions of Contract.

29.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the Owner. These engineering personnel, while undergoing training, shall be responsible to the contractor for discipline.

29.3 The Owner shall not be entitled for any rebate whatsoever on any account in the event of his failing to avail of the training facilities, for any reason.

30.0 Progress reports and photographs:

During the various stages of the work in the pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonable required by the Engineer with such materials as, charts, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least Three (3) copies.

31.0 Taking Over:

Upon successful completion of all the tests to be performed at Site on equipments/materials furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

C. CONTRACT SECURITY AND PAYMENTS

32.0 Contract performance security/ guarantee:

32.1 As mentioned in Clause 40, Section-II, Volume- I, Instructions to Bidders (ITB) of this Section the successful Bidder, to whom Contract is awarded, shall furnish contract performance security to the Owner within thirty- (30) days of Award of Contract.

32.2 The successful Bidder to whom the Contract is awarded, shall be required to furnish the contract performance security in the form of a Bank Guarantee in favour of the Owner as Contract performance security for faithful performance of the Contract in accordance with the terms and conditions specified in the Contract. The guarantee amount shall be equal to five percent (5%) of the contract price and the guarantee shall be valid till expiry of 90 days after the end of the

warranty period, as referred to in Clause 15.0, Section-III of General Conditions of Contract GCC.

32.3 The Contract performance guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the owner on demand without any condition whatsoever.

32.4 The Contract Performance Security shall additionally cover the following guarantees to the Owner.

a) The Contractor shall guarantee the successful and satisfactory operation of the equipment supplied under the Contract, as per the specifications and documents.

b) The Contractor shall furnish guarantee that the equipment provided by it/its sub-venders shall be free from all defects in design, material and workmanship and that it shall, upon written notice from the owner, fully remedy, free of expenses to the owner, such defects as may develop under the normal use of the said equipment within the period of guarantee/warranty specified in the relevant clause of this Section-III General Conditions of Contract GCC in this section.

33.0 VOID.

34.0 Payment:

34.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payment made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

34.2 Currency of Payment

All payments under the contract shall be in Indian Rupees only.

34.3 Payment Schedule:

The contractor shall prepare and 'Submit to the Engineer for approval a break up of the contract price. This contract price break-up shall be inter-linked 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 12.0 of this Section GCC. Any payment under the Contract shall be made only after the contractor's price break-up is approved by the Engineer.

34.4 Application for Payment:

The Contractor shall submit application for the payment in the prescribed proforma of the Owner. Proforma for application for payment is enclosed as Annexure-V of this Section-VI, Volume- I.

Each such application shall state the amount claimed and shall set forth in detail, in the order of the payment schedule, particulars of the works including the works executed at Site and of the equipment shipped/brought on to the site pursuant to the contract up to the date mentioned in the application and for the period covered since the last preceding certificate, if any.

Every interim payment certificate shall certify the Contract value of the works 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 works that, according to the decision of the Engineer, does not comply with the Contract, or has been performed, at the date of certificate prematurely.

34.5 Mode of Payment:

Payment due on dispatch of Equipment shall be made by the Owner directly to the Contractor as per the payment schedule.

The payment of the advance, test charges, if any, price adjustment, any, other supply payment, taxes and duties (whenever admissible) inland transportation (including port handling), insurance in the erection Portion of the Works shall be made direct to the Contractor by the Owner.

35.0 Deductions from contract price:

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by

appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the owner may then deduct the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by actions of Law or otherwise.

D. SPARES

36.0 VOID.

E. RISK DISTRIBUTION

37.0 Transfer of the title:

37.1 Transfer of the title in respect of equipment and materials supplied by the Contractor to the MESCOM pursuant to the terms of the Contract shall pass on to the MESCOM with negotiation of dispatch documents.

37.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

37.3 This Transfer of Title shall not relieve the contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause 38 entitled insurance' of this section.

37.4 In order to enable the contractor to carry out its obligation under the contract such as receipt at site, storage, erection, testing, etc., the owner shall hand over (wherever applicable) the goods to the contractor against an Indemnity Bond in the format enclosed as Annexure – VII & VIII . The contractor shall be fully responsible for the safety of the goods while the same are under its custody as above.

38.0 Insurance:

38.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall be in a joint name of the Owner and the Contractor. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.

38.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment 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 the equipment, damaged or lost. The transfer to title shall not in any way relieve the Contractor of he above responsibilities during the period of Contract. The Contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) Days in advance regarding the expiry, cancellation and/or change in any of such documents and ensure revalidation, renewal etc. as may be necessary well in time.

38.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, etc.

The scope of such insurance shall be adequate to cover the Replacement/reinstatement cost of the equipment for all risks up to and including delivery of goods and other costs till the

equipment is delivered at Site Insurance Policy so be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all equipment/materials and to ensure their availability as per project requirements.

38.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall **ensure** to obtain all discounts on premia which may be available for higher volume or for reason of financing arrangement of the project.

38.5 The clause entitled 'Insurance' under the Section ECC of this Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the Site.

39.0 Liability for accidents and damages:

Under the Contract, the Contractor shall be responsible for loss or damage to the plant/Structures until the successful completion of commissioning as defined else where in the Bid Document.

40.0 Delays by owner or his authorised agents:

40.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorised agents, then the contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the owner has, caused delay, in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

40.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

41.0 Demurrage, Wharf age, Etc.

All demurrage, wharf age, and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

42.0 Force Majeure:

42.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a) Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any Government, domestic or foreign, including but not Limited to war, declared or undeclared, priorities guarantees and embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such causes.

42.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

42.3 Bankruptcy:

If the contractor shall become bankrupt or otherwise insolvent or have a receiving order made against it or compound with its creditors, or being a Corporation commence to be wound up, not being a voluntary winding up for the purpose only of amalgamation/reconstruction, or carry on

its business under a receiver for the benefit of its creditors or any of them, the owner will be at liberty:

- a) To terminate the Contract forthwith by notice in writing to the liquidator or receiver or to any person in whom the Contract may become vested and to act in the manner Provided in Clause 44.0 of this section infra titled 'Contractor's Default Liabilities', as though the last mentioned notice has been the notice referred to in such clause and the equipment materials and works have been taken out of the Contractor's hands;
- b) to give such liquidator, receiver, or other person the option of carrying out the Contract subject to his providing a guarantee, for the due and faithful performance of the Contract, up to an amount, to be determined by the Owner.

43.0 Suspension of work:

- 43.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 43.2 Any necessary, and demonstrable Cost incurred by the Contractor as a result Of Such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The owner shall not be responsible for any liabilities if suspension or delay is due to some default On the part of the Contractor or his Sub- Contractor.

44.0 Contractor's Default-

- 44.1 If the Contractor shall neglect to execute the works with due diligence and expediency or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner shall have free use of all Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply balance which may otherwise be due on the Contract by him to the Contractor, or such part of the Works or of completing the Works as the case may be. If the cost of completing the works or executing a part there of as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. Such payment of excess amount shall be independent of the penalty for delay, which the Contractor shall have to pay if the completion of works is delayed.
- 44. 2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay penalty for delay in completion of works as defined in **Clause 14.0** of this section.
- 44.3 Such action by the owner as aforesaid the termination of the contract under this Clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The contract performance guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

45.0 Termination of contract on owner's initiative

- 45.1 The Owner reserves the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled Contractor's Default. The Owner shall in such an event give fifteen (15) days notice in writing to the Contractor of his decision to do so. The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory, to the owner, stop all further sub-contracting or purchasing activity- related to the work terminated,

and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the contract the Owner shall be entitled to cancel the contract as to its incomplete part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the contractor, the firm cannot carryover and complete the contract, 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 estate of the deceased Contractor and/or the surviving partners of the contractors firm liable to damages for not completing the Contract.

45.2 Delays in the contractor's performance:

Delay by the contractor in the performance of its obligations under the contract shall render the contractor liable for any, or all of the following sanctions, forfeiture of its performance security, imposition of penalty and/or termination of contract for default as detailed herein.

If, at any time during performance of the contract, the contractor or its sub-contractor(s) should encounter conditions impeding timely delivery of the goods and for performance of services, the contractor shall promptly notify the owner, in writing, of the fact of the delay, its likely duration and its cause(s). Upon receipt of the contractor's request, the owner shall evaluate the situation and may, at its discretion, extend the time for performance, in which case the extension shall be ratified by an amendment to Notification of Award/Contract Agreement.

46.0 Frustration Of Contract:

46.1 In the event of frustration of the Contract because of supervening impossibility in items of Section 56 of the Indian Contract Act, the parties shall be absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in **sub-clause 46.3** below.

46.2 In the event of non-availability or suspension of funds for any reasons whatsoever (except for reason of willful or flagrant breach by the owner and/or contractor) then the work under the contract shall be suspended.

Further more, if the Owner is unable to make satisfactory, alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three (3) months of the event, the parties hereto shall be relieved from carrying out further obligations under the Contract treating it as frustration of the Contract.

46.3 In the event referred to in Sub-Clauses 46.1 & 46.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on "quantum merit" basis which shall be determined by mutual agreement between the parties.

47.0 Grafts and commissions etc:

Any graft', commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Owner, shall in addition to any criminal liability which it may incur subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The owner shall then be entitled to deduct the amount so payable from any money otherwise due to contractor, under the contract.

F. RESOLUTION OF DISPUTES

48.0 Settlement of disputes:

- 48.1 Any dispute(s) or difference(s) arising out of or in connection with the contract shall, to the extent possible, be settled amicably between the parties.
- 48.2 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment. Or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty, (30) days after being requested by either party to do so, shall give written notice of his decision to the owner and the contractor.
- 48.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the works and shall forthwith be given effect to by the Contractor who shall proceed with the works with all due diligence, whether he or the owner requires the opportunity provided hereinafter for resolution of disputes or not.
- 48.4 If after the Engineer has given written notice of his decision to the parties, no claim to court has been communicated to him by either party within thirty (30) days from the receipt of such notice and the said decision shall become final and binding on the parties.
- 48.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty (30) days, as the case may be, either party may require that the matters in dispute be referred to Court of Mangaluru as hereinafter provided.

49.0 LEGAL ASSISTANCE:

- 49.1 If any disputes arises in connection with or out of this contract excluding those issues covered under provisions of section 18 of MSMED Act 2006, shall be resolved through the **Mangaluru court of law** only.
- 49.2 VOID.
- 49.3 VOID.
- 49.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness or giving evidence before the legal assistance on any matter whatsoever relevant to the dispute or difference referred to the Mangaluru court of law as aforesaid.
- 49.5 During settlement of disputes and legal proceedings, both parties shall be obliged to carryout their respective obligations at Mangaluru court of law under the Contract.

50.0 Reconciliation of accounts:

The contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-a-vis the works executed, for reconciliation of accounts with the owner. The contractor shall also prepare and submit a detailed account of owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the owner before the award of contract.

51.0 Inspection and tests:

- 51.1 The Owner or his representative shall have the right to inspect and/or to test the goods to confirm their conformity, to the contract. The special conditions of contract and/or the technical specifications shall specify the inspections and tests the purchaser requires to carry out and the place where they are to be conducted. The purchaser/owner shall notify the supplier/ contractor in writing of the identity of any representatives retained for these purposes.
- 51.2 The inspection and tests may be conducted on the premises of the supplier/contractor or its subcontractor at point of delivery and/ or at the goods final destination When conducted on the premises of the supplier/contractor/its subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser/owner.

- 51.3 Should any of the inspected or tested goods fail to conform to the specifications, the purchaser/owner may reject them and the supplier/contractor shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser/owner.

Should the contractor his sub-supplier fails to offer materials/ equipment for inspection on the specified date or the materials fails during the test, all the expenses incurred by, the owner for subsequent inspections should be borne by the contractor.

- 51.4 The purchaser's/owner's right to inspect, test and where necessary, reject the goods after the goods arrival shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser/owner or its representative prior to the goods transportation.
- 51.5 Nothing in clause 51.0 shall in any way release the supplier/ contractor from any warranty or other obligations under this contract.

52.0 Collaborator/Associates:

In case of bids where the bidder has associated with collaborator/associate and establishes satisfactory fulfillment of the qualification requirements stipulated in the bid documents based on the experience of such collaborator/associate shall be jointly and severally bound with the bidder and responsible to the purchaser for successful performance of the contract. Such document shall be addressed to the Owner and shall be signed by such collaborator/associate. The model format of the above document is enclosed as **Annexure X in Volume- I**. As a security, the Bidder shall furnish the contract performance guarantee as stated in Instructions to Bidders. The guarantee amount shall be payable to the purchaser on demand.

53.0 Notices:

- 53.1 Any notice given by one party to the other pursuant to contract, shall be sent in writing by registered post with acknowledgement due or by telex or by telegram or fax. Telex/telegram/fax, notice shall be confirmed in writing to the address specified in the Contract.
- 53.2 Notice(s) shall be deemed to have been duly and properly served upon the parties hereto if sent by any of the above mentioned methods to the address mentioned in the contract.
- 53.3 A notice shall be effective when issued by one of the above mentioned means or on the notice's effective date, whichever is later.

SECTION - IV

ERECTION CONDITIONS OF CONTRACT [ECC]

1.0 GENERAL:

- 1.1 The following shall supplement the condition, already contained in the other parts of these specifications and document and shall govern the, portion of the work of this contract to be performed at site.
- 1.2 The Contractor upon signing of the Contract shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at site. Such person shall function from the site office of the contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:

- 2.1 The Contractor shall comply with all the Rules and Regulations of Local Authorities during the Performance of his field activities. He shall also comply with all labour laws including the Minimum Wages Act 1948, PF & ESI Act, the Payment of Wages Act and the Rules made there under in respect of any Employee or Workman employed or engaged by him or his Sub-Contractor.
- 2.2 All registration and statutory inspection fees if any in respect of his work pursuant to this contract shall be to the account of the contractor. However any registration and statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the owner shall be to the account of the owner should any such inspection or registration need to be rearranged due to the fault of the contractor or his subcontractors, the additional fees to such inspection and/or registration shall be borne by the contractor.

3.0 OWNER'S LIEN ON EQUIPMENTS:

The owner shall have lien on all equipment including those of the contractor brought to the site for the purpose of erection, testing and commissioning of the equipment to be supplied and erected under the contract. The owner shall continue to hold the lien on all such equipment throughout the period of contract. No material bought to the site shall be removed from the site by the contractor and/or is sub contractor without the prior written approval of the Engineer

4.0 INSPECTION, TESTING & INSPECTION CERTIFICATES:

The provision of the clause entitled inspection, testing and inspection, Certificates under Technical Specification shall also be applicable to the erection portion of the Works. The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by him at the contractor's works before and after the same are erected at site. If by the above inspection, the engineer rejects any equipment, the contractors shall make good for such rejections either by replacement or modification/repairs as may be necessary to the satisfaction of the engineer. Such replacements will also include the replacements or re-execution of such of those work of other contractors and or agencies which might have got damaged or affected by the replacement or re-work done to the contractor's work.

5.0 ACCESS TO SITE AND WORKS ON SITE:

- 5.1 Suitable access to and possession of the site shall be afforded to the contractor by the owner in reasonable time.
- 5.2 The works so far as it is carried out on the owner premises, shall be carried out at such time as the Owner may approve and the- Owner shall give the Contractor reasonable facilities for carrying out the works.
- 5.3 In the execution of the works, no person other than the contractor or his duly appointed representative, Sub-Contractor and workman, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

6.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT:

The Contractor shall establish a Site Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative, shall be communicated to the said authorized resident

representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 CO-OPERATION WITH OTHER CONTRACTORS:

- 7.1 The contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works, on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the contractor's own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and the workmen of the Owner in regard to their work. If the work of the contractor is delayed because of any set of omission of another contractor the contractor shall have no claim against the owner on that account other than an extension of time for completing his works.
- 7.2 The Engineer shall be notified promptly by the contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Engineer shall determine the corrective measures if any, required to rectify this situation after inspection of the -works and such decision by the Engineer shall be binding on the Contractor.

8.0 DISCIPLINE OF WORKMEN:

The contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the contractor at the Site, if in the opinion of the Engineer such employee has committed misconduct or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

9.0 CONTRACTOR'S FIELD OPERATION:

- 9.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely- responsible for the safety adequacy and efficiency of plant and equipment and his erection methods.
- 9.2 The contractor shall have the complete responsibility for conditions of the Work Site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work, This requirement shall apply continuously till the Completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the work-site and their adequacy or otherwise.

10.0 PHOTOGRAPHS AND PROGRESS REPORT:

- 10.1 The Contractor shall furnish three (3) prints each to the Engineer the progress photographs of the work progress at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.
- 10.2 The above photographs shall accompany the monthly progress report detailing out the progress achieved on all erection activities as compared to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

11.0 MAN POWER REPORT:

- 11.1 The Contractor shall submit to the Engineer, on the first day of every month, a man-hour schedule for the month, detailing the man-hours scheduled for, the month, skill-wise and area-wise.
- 11.2 The Contractor shall also submit to the Engineer, on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed skill wise and the area of employment of such labour.

12.0 PROTECTION OF WORKS:

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damages to the Contractor's works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors", The contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 EMPLOYMENT OF LABOUR:

- 13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 13.2 All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 13.3 The hours of work on the site shall be decided by the Owner and the Contractor shall adhere to it, Working hours will normally be eight (8) hours per day - Monday to Saturday.
- 13.4 The Contractor's employees shall wear identification badges while on work at Site.
- 13.5 *In case the Owner becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the contractor, the Owner may; make such payments and shall recover the same from the Contractor's bills.*

14.0 FACILITIES TO BE PROVIDED BY THE OWNER.

14.1 Space:

Land for Contractor's Office, Store and Workshop etc.

- a) The Engineer shall at his discretion and subject to availability for the duration of execution of the contract make available at site, land for construction of contractors field office, workshop, stores, magazines for explosives in isolated locations, assembling yard, etc., required for execution of the contract. Any construction of temporary roads, offices, workshop, etc., as per plan approved by the engineer shall be done by the contractor at his cost.
- b) On completion of work the contractor shall hand over the land duly cleaned to the Engineer. Until and unless the contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The contractor shall be made liable to pay for the use and occupation at the rates to be determined by the engineer if the contractor over stays in the land after the contract is completed.

14.2 Electricity:

The contractor shall make his own arrangements for electrical power required for construction purposes as well as for its staff labour colony. Subject to availability the owner may consider

providing the electrical power for the said purposes on chargeable basis as per rates for the said purposes on chargeable basis as per rates prevalent at the site.

14.3 Water:

The contractor shall make his own arrangement for the water for construction/drinking purposes both at site as well as for its staff/labour colony.

15.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

15.1 Tools, tackles and scaffoldings:

The contractor shall provide all the construction equipment tools tackles and scaffoldings required for preassembly, erection, stringing, testing and commissioning of the line/DTCs including all equipments/materials covered under the contract. He shall submit a list of all such materials to the engineer before the commencement of pre-assembly at site. These tools and tackles shall not be removed from the site without the written permission of the engineer.

15.2 Communication:

The Owner will extend the telephone & telex facilities, if available at Site, for purposes of Contract. The Contractor shall be charged at actual for such facilities. The contractor shall arrange to provide communication facilities himself if they are not provided by the owner due to non availability at site.

15.3 First-aid:

The Contractor shall provide necessary first-aid facilities for all his employers, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first aid.

15.4 Cleanliness:

The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All the rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer, Proper sanitary arrangements shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

16.0 LINES AND GRADES:

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the works. Basic horizontal and vertical contour points will be established and marked by the Engineer at Site at suitable points. These points shall be used as datum for the works under the contract. The Contractor shall inform the Engineer well in advance of the time and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

17.0 FIRE PROTECTION:

17.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuel, oil and volatile or inflammable materials shall be stored away from the construction site and equipment and materials storage areas in safe containers. Un-treated materials shall not at all be used at Site for any purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.

- 17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of waterproof and flame resistant type. All the other materials such as working drawings, plans etc. which are combustible but are, essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 17.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 17.4 The contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

18.0 SECURITY:

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi assembled and/ or erected by him at Site. The contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer in the prescribed manner.

19.0 CONTRACTOR'S AREA LIMITS:

The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the area not so marked out for him. The contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

20.0 CONTRACTORS CO-OPERATION WITH THE OWNER:

In case where the performance of the erection work by the contractor affects the operation of the system facilities of the owner, such erection work of the contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the contractor. The Engineer may impose such restrictions on the facilities provided to the contractor such as electricity, water, etc., as he may think fit in the interest of the owner and the contractor shall strictly adhere to such restrictions and co-operate with the Engineer. It will be the responsibility of the contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him.

21.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS:

The pre-commissioning trials and initial operations of the equipment furnished and erected by the contractor shall be the responsibility of the contractor as detailed in relevant clauses in Technical Specification. The contractor shall provide, in addition, test instruments, calibrating devices etc., and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the contractor's workmen required for the above test shall always be present at site during such trials.

22.0 MATERIALS HANDLING AND STORAGE:

- 22.1 All the equipment furnished under the Contract and arriving at site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- 22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc., for the purpose of Engineer's information only. The contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

- 22.3 The contractor shall maintain an accurate and exhaustive record detailing out the list of all equipments received by him for the purpose of erection and keep such records open for the inspection of the Engineer in charge.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc., shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. All equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 22.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized.
- 22.6 The Contractor shall ensure that all the packing materials and protection device used for the various equipment/material transit and storage are removed before the equipment are installed.
- 22.7 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.8 All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering materials wherever applicable.
- 22.9 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 22.10 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally, all the electrical equipments such as control gear, C&R panels, L.T panels, battery, battery chargers motors, control gear, generators, exciters and consumables like electrodes, lubricants etc, shall be stored in the indoor storage space. The Engineer, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to such storage areas, which the Contractor shall strictly comply with.

23.0 CONSTRUCTION MANAGEMENT:

- 23.1 The field activities of the Contractors working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 23.2 The Engineer shall hold weekly meetings of all the contractors working at site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision in performing his works. In addition to the above weekly meetings, the Engineer may call for other meetings either with individual contractors or with selected number of Contractors and in such a case the Contractor if called, should also attend such meetings.
- 23.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The contractor shall not be allowed any extra compensation for such action.
- 23.4 The Engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor.

24.0 FIELD OFFICE RECORDS:

The Contractor shall maintain at his Site office up to date copies of all drawings, specifications and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The contractor shall also maintain in addition, a continuous record of all the changes to the above Contract Documents, drawings, specifications, supplementary data, etc., effected at the field and on completion of his total assignment under the Contract shall

incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the Contract. Such drawings and engineering data shall be submitted to the Engineer in required number of copies.

25.0 CONTRACTORS MATERIALS BROUGHT ON TO SITE:

- 25.1 The Contractor shall bring to site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought, vest in the Owner, but may be used for the purpose of the Works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage, thereto.
- 25.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sum due as aforesaid.
- 25.3 After the completion of the Works, the Contractor shall remove from the site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc., with the written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose of such materials as detailed under Clause 25.2 above and credit the proceeds there to the account of the Contractor.

26.0 PROTECTION OF PROPERTY AND CONTRACTORS LIABILITY:

- 26.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and the employees of the Owner and the employees of other contractors and sub/ contractors and all public and private property including structures, building, other plants and equipments and utilities either above or below the ground.
- 26.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc., to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owners of public private properties and utilities when such properties and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners related to removal and or replacement or protection of such property and utilities.

27.0 -VOID-

28.0 INSURANCE

- 28.1 In addition to the condition covered under the clause entitled "Insurance" in General Terms and Conditions of this volume-I, the following provisions will also apply to the portion of works to be done beyond the contractor's own or his Sub-contractor's manufacturing works.

28.2 Workmen's compensation Insurance:

This insurance shall protect the contractor against all claims applicable under the workmen's compensation Act, 1948 (Government of India). This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's employee, which for any reason are not covered under the workmen's compensation Act, 1948. The liabilities shall not be less than:

| | | |
|------------------------|---|------------------------------|
| Workmen's compensation | - | As per statutory provisions. |
| Employee's liability | - | As per statutory provisions. |

28.3 Comprehensive Automobile Insurance:

This insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's men and damage to the

property of others arising from the use of motor vehicles during on or off the Site operations, irrespective of the ownership of such vehicles. The liability covered shall be as herein indicated:

| | |
|-----------------|-------------------------------|
| Fatal Injury | - Rs. 100,000 each person |
| | - Rs. 200,000 each occurrence |
| Property Damage | - Rs. 100,000 each occurrence |

28.4 Comprehensive General Liability Insurance:

The insurance shall protect the Contactor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the contractor, his agents, his employees, his representatives and Subcontractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the Clause entitled Defense of Suits under General Terms and Conditions of Contract of this Section – III, Volume- I.

The hazards to be covered will pertain to all the works hazards where the Contractor, his Sub-contractors, his agents and his employees have to perform work pursuant to the Contract.

28.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the contract.

28.6 The successful bidder shall confirm to the owner regarding the above.

29.0 UNFAVORABLE WORKING CONDITIONS:

The contractor shall confine all his field operations to those, which can be performed without Subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc and during other unfavorable construction conditions. No field activities shall be performed by the contractor under conditions, which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer, Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the works as per the schedule.

30.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc which he may come across during the course of performance of his works either during excavation of elsewhere are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the benchmarks, reference points, etc which are marked either with the help of Engineer or by the Engineer shall not be disturbed in way during the performance of his Works. If, any work is to be performed which disturb such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The contractor shall provide all necessary materials and assistance for such relocation of reference points etc,

31.0 WORK & SAFETY REGULATIONS:

31.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipments belonging to him or to MESCOM or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer, as he may deem necessary.

31.2 The Contractor will notify well in advance to the Engineer of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals, which may involve hazards. The Engineer shall have the right to prescribe the conditions, under which such container to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by the Owner and the Owner shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/ constructed as per the Engineer's

instructions. Further, any such decision of the Engineer shall not, in any way, absolve the Contactor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer, the Contractor shall use alternative methods with the approval of the Engineer without any cost implication to MESCOM or extension of work schedule.

- 31.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contactor shall be responsible for obtaining the same.
- 31.4 All equipments used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines/ Rules of MESCOM in this regard.
- 31.5 Periodical Examinations and all tests for all lifting/ hoisting equipment and tackles shall be carried Out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by him.
- 31.6 The Contractor shall be fully responsible for the safe storage of his and his sub-contractors radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures, stipulated by BARC/DAE in connection with use, storage and handling of such materials will be taken by Contractor.
- 31.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the engineer who will also have the right to examine these safety equipment to determine their suitability reliability acceptability and adaptability.
- 31.8 Where explosives are to be used, the same shall be Used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosive.
- 31.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of a experienced and competent person. For erection, good and standard quality of materials only shall be used by the contractor.
- 31.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractors under any circumstances, whatsoever, unless expressly permitted in writing by MESCOM to handle such fuses, wiring or electrical equipment.
- 31.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contactor or Owner, he shall
 - a) Satisfy the Engineer that the appliance is in good working conditions.
 - b) Inform the Engineer- of the maximum current rating, voltage and phase of the appliances.
 - c) Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 31.12 The Engineer will not grant permission to connect until he is satisfied that:
 - a) The appliance is in good condition and is fitted with suitable plug
 - b) The appliance is fitted with a suitable cable having two earth connections, one of which shall be an earthed metal sheath surrounding the cores.
- 31.13 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

- 31.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the engineer and a permit to work shall be issued by the engineer before any repair work is carried out by the Contractor. While working on electric lines/ equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by contractor to electricians/workmen/officers.
- 31.15 The contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installations.
- 31.16 The contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the project safety officer. In case of work being carried out through sub-contractors, their workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.
- The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer with a copy to the project Safety Officer In-charge before he starts work or immediately after any change of the incumbent made during the currency of the contract.
- 31.17 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.
- 31.18 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the Safety of the persons and/or property, and/or equipments. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short-comings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage or work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 31.19 The Contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons as provided in Para-31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of Levy of penalty.
- 31.20 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety rules which would generally include but not limited to following:
- a) Each employee shall be provided with initial indoctrination regarding safety by the contractor, so as to enable him to conduct his work in a safe manner.
 - b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
 - c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
 - d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial locations.
 - e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
 - f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - g) The staircases and passageways shall be adequately lighted.
 - h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guardrails or to clean around energized or moving equipment.
 - i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.

- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- k) In cases of rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge materials shall be observed strictly.

31.21 The Contractor shall follow and comply with all MESCOM Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between statutory requirement and MESCOM Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

31.22 If the contractor fails in providing safe working environment as per Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in Para 31.18 above, the Contractor shall promptly pay to MESCOM, on demand by the Owner compensation at the rate of Rs. **5,000/-** per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place-causing injury, to any individual, the provisions contained in Para 31.23 shall also apply in addition to compensation mentioned in this Para.

31.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by MESCOM or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or MESCOM employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to MESCOM as per the following schedule:

| | | |
|---|---|--|
| a) Fatal injury or accidents causing death | Rs. 1,00,000/- per person or as per prevailing norms in MESCOM | These are applicable for death/injury to any person whatsoever. |
| b) Major injuries or accidents causing 25% or more permanent disablement to workmen or employees | Rs. 20,000/- per person or as per prevailing norms in MESCOM | These are applicable for death/injury to any person whatsoever. |

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

31.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then MESCOM may consider the performance of the Contractor an award suitable "ACCIDENT FREE SAFETY MERITORIOUS AWARD" as per scheme as may be announced separately from time to time.

32.0 CODE REQUIREMENTS:

The erection requirements and procedures to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's Drawings and other applicable Indian recognized codes and laws and regulations of the Government of India.

33.0 FOUNDATION DRESSING AND GROUTING:

33.1 The surfaces of foundations shall be dressed to bring the top surface of the foundations to the required level, prior to placement of equipment/equipment bases on the -foundations.

- 33.2 All the equipment bases and structural steel base plates, shall be grouted and finished as per these specifications unless otherwise recommended by the equipment manufacturer.
- 33.3 The concrete foundation surfaces shall be properly prepared by chipping, grinding as required to bring the type of such foundation to the required level, to provide the necessary roughness for bondage and to assure enough bearing strength. All laminate and surface film shall be removed and cleaned.
- 33.4 Grouting Mix:**
The Grouting mixture shall be composed of Portland cement, sand and water. The Portland cement to be used shall conform to ISI No. 269 or equivalent. Sand shall conform to ISI No. 383/2386 or equivalent. The grout proportions for flat bases where the grouting space does not exceed 35 mm shall be 50 Kg bag of cement to 75 Kg of sand. Only the required quantity of water shall be added so as to make the mix workable and the mix shall not show excess water on top when it is being laid in place. For thick grout beds up to 65 mm, the amount of sand shall be increased to 105 Kg per bag of cement. Bases which are, hollow and are to be filled full of grouting shall be filled to a level of 25 mm, above the outside rim with a mortar mix in the volumetric proportions of one part of cement and 1.5 part sand and 1.5 part 6 mm granite gravel. An acceptable plasticizer may be added to the grout mixes in a proportion recommended by the plasticizers manufacturer. All such grouts shall be thoroughly, mixed for not less than five minutes in an approved mechanical mixer and shall be used immediately after mixing.
- 33.5 Placing of Grout:**
After the base has been prepared, its alignment and level has been checked and approved and before actually placing the grout a low dam shall be set around the base at a distance that will permit pouring and manipulation of the grout. The height of such dam shall be at least 25 mm above the bottom of the base. Suitable side and number of chains shall be introduced under the base before placing the grout, so that such chains can be moved back and forth to Push the grout into every part of the space under the base.
The grout shall be poured either through grout holes provided or shall be poured at one side or at two adjacent sides giving it a pressure needed to make the grout move in a solid mass under the base and out in the opposite side. Pouring shall be continued until the entire space below the base is thoroughly filled and the grout stands at least 25 mm higher all around than the bottom of the base. Enough care should be taken to avoid any air or water pockets beneath the bases
- 33.6 Finishing of the Edges of the Grout:**
The poured grout should be allowed to stand undisturbed until it is well set. Immediately thereafter, the dam shall be removed and grout, which extends beyond the edges of the structural or equipment base plates, shall be cut off, flushed and removed. The edges of the grout shall then be pointed and finished with 1:2 cement mortar pressed firmly to bond with the body of the grout and smoothened with a tool to present a smooth vertical surface. The work shall be done in a clean and scientific manner and the adjacent floor spaces, exposed edges of the foundations, and structural steel and equipment base plates shall be thoroughly cleaned of any spillage of the grout.
- 33.7 Checking of Equipment After Grouting:**
After the grout is set and cured, the Contractor shall check and verify the alignment of equipments, alignment of shafts of rotating machinery, the slopes of all bearing pedestals, centering of rotors with respect to their sealing bores, couplings, etc as applicable and the like items to ensure that no displacement has taken place during grouting. The various recorded alignments prior to grouting shall be used during such post grouting checkup and verifications. Such pre and post grout records of alignment details shall be maintained by the contractor in a manner acceptable to the Engineer.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT

1.0 PROJECT DESCRIPTION:

The project envisages for **Formation of new 11kV feeder using 11kV, 3CX400Sq.mm double run XLPE UG Cable for the distance of 1.7kms from 110/33/11kV Bejai Sub-station to KSRTC Depot at Kuntikana in Mannagudda Sub-division, Mangaluru Division under DCW on Total Turnkey basis** including supply of materials/ equipments required as per the data requirement sheets, erection, testing and commissioning.

2.0 SCOPE OF PROPOSAL:

The scope of the work shall include supply of all equipments, erection, testing and commissioning of electrical distribution network for the subject work as per the technical specifications and other terms & conditions as specified in the bid documents including the following:

- a) Preparation of detailed design & engineering.
- b) Preparation and providing engineering drawings, data, obtaining owner's approval for the equipments/materials before execution of works.
- c) Packing, handling, storage and transportation of equipments / materials from the manufacturer's works to the site.
- d) Receipt, storage, preservation & safe keeping of equipment at the site.
- e) Erection, testing and commissioning of lines and equipments.
- f) Carrying out reliability tests and pre-commissioning tests

2.3 The mode of inland transportation (Such as rail, road etc.,) shall be clearly indicated by the Bidder in his offer. This shall be again discussed and finalized with the owner depending upon actual conditions before award of the contract. The transportation charges shall be the same for all modes of transport and shall be included in the contract price. The transportation charges shall include unloading charges at site.

2.4 Bids not covering the entire scope of work shall be treated as in-completed and hence may be rejected.

2.5 For the purpose of supply of equipment and materials the work 'Site' shall mean the locations where the goods are delivered and accepted by the contractor. The contractor shall decide the location of the site and set up his stores for purpose of storing the materials.

2.6 **The equipments offered by the Bidder shall be complete in all respects with all mounting, fittings, fixtures and standard accessories. Any material and components not specifically stated in the specifications and documents and which is necessary for trouble free operations of equipments and accessories specified in these specifications, shall be deemed to be included unless specifically excluded. All such equipments accessories shall be supplied without any extra cost.**

2.7 Insurance coverage for the equipments/materials shall be from the manufacture's work till taking over in accordance with the contract and shall include coverage for inland transportation, receipt & storage at site and erection, testing and commissioning at site prior to taking over by the owner as per Clause 14.0 infra.

2.8 Information required along with the Bids:

- a) The bids must be clearly state the name of the manufacturer and the types of goods proposed to be supplied and commissioned. The bids should also contain drawings and descriptive materials indicating general dimensions, material from which the various components are manufactured, process tests during manufacturing process, major construction/erection equipments and tools proposed to be deployed and the method of erection and the extent of pre-assembly involved.
- b) The above information shall be provided by the bidder in the form of separate sheets, catalogues etc in four copies.

- c) Any bid not containing sufficient descriptive materials to describe accurately the goods proposed may be treated as incomplete and non-responsive. The Owner will retain such descriptive materials and drawings submitted by the bidder. Any major deviation from these drawings and descriptive materials submitted will not be permitted during the execution of the contract without specific written permission of the Owner.
- d) Oral statements made by the bidder at any time regarding quality, quantity or arrangement of the goods or any other matter will not be considered.
- e) **Additional Information:**
The bidder shall submit a list of recommended erection equipment/tools and tackles, which will be required for the purpose of various assemblies and erections with the goods supplied under the contract. In case, the bid information contradicts the specification requirements, the specific requirements will govern unless otherwise brought clearly in bidders technical/commercial deviation schedule.

2.9 Drawings and Annexures:

- a) All drawings and annexures appended to this bidding document shall form part of the Technical Specification and supplement the requirements specified.
- b) The Technical Specification shall be read and construed in conjunction with the drawing and the annexures to determine the scope of work and terminal points.
- c) The quantities shown on drawings and the annexure are tentative for bidding purpose only. Any variation arising during detailed engineering/execution stage will be taken into account for adjustment of contract price based on unit rates quoted in the bid.

2.10 Site location and local conditions:

The equipment shall be packaged for transportation so as to meet the space and weight limitation of transport facilities especially along the rail road right-of-way.

Approval from concerned railway authorities for the movement of over dimensional consignment/package shall be obtained by the contractor before starting manufacture of such equipment.

It will be imperative on each bidder to fully inform him of all local conditions and factors, which may have any effect on the supply and services covered under these documents and specifications.

It shall be understood and agreed that such factors have been properly investigated and considered in any bid that is submitted. The Owner entertain no claim for financial adjustments to the contract awarded under these specifications and documents. Neither change in the time schedule of the contract nor any financial adjustment arising thereof shall be permitted by the owner, which are based on incorrect information or its effect on the contract to the bidder.

- 2.11 The requirements, conditions, appendices etc., stated in Volume– I, Volume II shall apply to and shall be considered as part of this volume (VOL – I) as if bound together. In case of any discrepancy between the provisions of this volume and other volumes, the provisions of this volume shall prevail.
- 2.12 Unless brought out clearly the Bidder shall be deemed to conform strictly to the Bid documents. All deviations from the specification shall be clearly brought out in the respective schedules of deviations. Any discrepancy between the specification and the catalogues of the Bid, if not clearly brought out in the schedule, will not be considered as valid deviation.

3.0 Bill of materials and supervisory services:

- 3.1 List of materials to be supplied is furnished in Schedule-3, Bid proposals.

3.2 Services:

The bidder shall quote his charges payable for providing services for erection, testing, commissioning and civil works etc as brought out in the technical specifications and Bid Proposal Sheets. These shall be inclusive of all taxes, charges and incidentals and shall also include cost towards boarding, lodging and transportation of Bidder's staff and labour, which shall be the responsibility of the Bidder only. The above charges shall remain firm during the

currency of the Contract and shall not change for any reason whatsoever except otherwise provided in the Special conditions of Contract.

4.0 Qualifying Requirements of Bidders:

The Qualifying Requirements of the bidder are enumerated in clause 5, section – I, volume –I of IFB.

5.0 VOID.

6.0 Duties and powers of the Engineer and Engineer's Representatives:

6.1 The duties of the Engineer are to supervise the work of the Contractor and issue suitable directions if needed. The scope of the duties of the Engineers, pursuant to the Contract will include but not be limited to the following:

- a) Interpretation of all the terms and conditions of these specifications and documents.
- b) Witness or direct his authorised representative to witness tests and trial either at the manufacturer's work or at site or at any place where the work is performed under the contract.
- c) Inspect, accept or reject any equipment material and work under the contract.
- d) Review and interpretation of all the contractor's drawings, engineering data etc.
- e) Issue certificate of acceptance and/or certificate for progress payment and final payment certificates.
- f) Review and suggest modifications and improvements in completion schedule from time to time.
- g) Review the quality of work at all the stages of project implementation.

The Engineer, his duly authorized representative and/or an outside agency acting on behalf of the owner shall have at all the reasonable times, access to the contractor's premises or works or the works of his sub supplier's (Vendor's) and shall have the power to inspect and examine the materials and workmanship of the works during its manufacture or erection and if part of the works is being manufactured or assembled at other premises or works, the contractor shall obtain for the Engineer and for his duly authorized representative permission to inspect as if the works where the materials/equipments are manufactured or assembled on the contractor's premises or works.

On completion of the erection of the equipments and before commissioning each item, the equipments shall be thoroughly cleaned and then inspected jointly by the Engineer and the Contractor for correctness and completeness of installation so that the equipments are ready for pre-commissioning tests to be performed.

The contractor's commissioning Engineers shall be responsible for carrying out all the pre-commissioning tests of the various equipments installed in the worksite.

The following actions are however subject to approval of the owner.

- a) Approving subletting of any part of the works.
- b) Determining extension of time.
- c) Issuing a variation order under hereof except
 - i. In an emergency situation as reasonably determined by the Engineer.
 - ii. If such variation order would increase the contract price.

6.2 The Engineer's representatives are responsible to the Engineer and their duties are to watch and supervise the works, to test and examine any materials to be used or workmanship employed in connection with the works. He has no authority to relieve the contractor of any of the duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract, to order any work involving delay or any extra payment nor to make any variations of or in the works.

6.3 The Engineer may from time to time may delegate in writing to the Engineer's representative any of the powers, authorities vested in the engineer and furnish to the contractor a copy of all such written delegation of powers and authorities. Any, written instruction or approval given by the Engineer's representative to the contractor within the terms of such delegation, but not otherwise, shall bind the contractor as though it has been given by the engineer provided always as follows:

- a) Failure of the Engineer's representatives to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking thereof.
- b) If the contractor shall be dissatisfied by reason of any decision of the Engineer's representative, he shall be entitled to refer the matter to the engineer who shall there upon confirm, reverse or vary such decision.

6.4 **CLAIMS:**

The contractor shall send to the Engineer's representative once every month an account giving particulars, full and as detailed as possible, of all claims for any additional payment to which the contractor may consider himself entitled and of all extra, or additional work ordered by the Engineer which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payments to be made for any such work or expense, notwithstanding that the contractor has, at the earliest opportunity notified the Engineer in writing that he intends to make a claim for such work.

But not from any other clause, the amount of the contract price shall be adjusted by such sum as may be agreed between the Contractor and Engineer or failing agreement, fixed by the Engineer having regard to all the materials and relevant factors including the Contractor's site and general overhead costs of the contract.

7.0 **Basis of Evaluation:**

As this bid document is for a Total Turnkey contract covering supply of all materials/equipments, erection & commissioning of distribution network comprising the **Formation of new 11kV feeder using 11kV, 3CX400Sq.mm double run XLPE UG Cable for the distance of 1.7kms from 110/33/11kV Bejai Sub-station to KSRTC Depot at Kuntikana in Mannagudda Sub-division, Mangaluru Division under DCW on Total Turnkey basis**, the Bidder shall quote for all the equipments and services mentioned. If the bidder has not quoted for some of the items for reasons beyond his control, In such a case, for evaluation purpose the highest rate quoted for those particular items by other bidders will be loaded. If this bidder happens to be LI bidder, work will be awarded to him considering lowest rates quoted for that particular item from among other bidders or SR Rates, which ever is lower. However final decision in this regard will be at the discretion of the owner. (This clause to be read in conjunction with 34.2 of ITB).

The contractor shall quote his rates for all the items of materials and works included in the Bid proposal sheets even if there is no requirement at present in the "Schedule of Requirement Sheet". The evaluation will be based on the Schedule of requirements indicated in the Bid proposal sheets. However, the payment will be as per actual based on the unit rate quoted.

The following factors will also be taken to evaluate the bid in addition to above.

- a) The cost of components.
- b) Services indicated.
- c) Cost of special tools and tackles required.
- d) Erection charges
- e) Civil works.
- f) Testing and commissioning charges.
- g) Delivery/completion schedule offered.
- h) Any technical deviation having financial implications.
- i) Insurance, any other taxes, duties to be clearly indicated.

7.1 **Procedure for evaluation of technical bid:**

The bids are liable to be treated as non-responsive if the offers do not comply with the following:

1. Qualifying requirements of the bidder shall be as per Clause 5, section - I, Volume - I, IFB.
2. Financial capability of the bidder shall be as per clause 5, section - I, Volume - I, IFB.
3. Qualifying Requirements of the vendors/manufacturers of bought out items shall be as per clause 5.1 of IFB.

4. Bid Security/EMD shall have been paid as per clause 23.0 Section-ITB.
5. Completion period shall be as specified In the Bid.
6. Technical particulars of all the equipments/materials shall be complying with the provisions of Technical Specifications Volume-II.
7. Bid shall be submitted for the entire scope of work.
8. Bid containing certificate for important conditions as per Clause No. 20 of SCC

8.0 Terms of payment: (Refer Annexure – V)

The price component of equipment (excluding special tools and tackle) will be paid as indicated in the below mentioned sub-paragraphs.

The price component of equipment (excluding special tools and tackle) will be paid as indicated in the below mentioned sub-paragraphs.

8.1 Price component for supply portion:

- (a) **Sixty percent (60%)** of the ex-works price plus 100% taxes & 100% F&I charges in respect of the materials supplied against each feeder work under the contract shall be paid after the receipt of delivery of goods at site. This payment shall be made directly by the MESCOM. The following shall comprise the set of document for direct payments by the MESCOM.
 - i. Original RR or receipted LR.
 - ii. Copy of the Certificate of Insurance.
 - iii. Pre dispatch clearance certificate to be issued by the Owner, prior to dispatch of the consignment.
 - iv. Packing list.
 - v. Application for payment as per the proforma enclosed as Annexure-V
 - vi. Contractor's Detailed Invoice.
 - vii. Test Certificates.
 - viii. Physical verification certificate by the site Engineer.
- (b) **Thirty percent (30%)** of Ex-works price in respect of materials supplied under the contract shall be paid progressively on erection of equipment/ materials.
- (c) **Ten percent (10%)** of the Ex-works price in respect of materials supplied under the contract shall be paid on successful completion & commissioning of the entire work and on ensuring Bank Guarantee renewed up to the end of 90 days after the expiry of guarantee period.

8.2 Price component for erection works:

- (a) **Ninety percent (90%)** of the total erection and civil works price component of the package shall be paid progressively on prorated basis on certification by the Engineer, for;
 - i. The quantum of work completed & commissioned.
 - ii. The successful completion of quality check points involved in the erection.
- (b) **Ten percent (10%)** of the total erection works price component shall be paid on successful completion and commissioning of the entire work and on ensuring Performance Bank Guarantee renewed up to the end of 90 days after the expiry of guarantee period.

8.3 VOID

8.4 Change of quantity:

During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms and conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and or Technical Specifications, shall not be subjected to any limitations for the individual items but the total variation in all such items under the Contract shall be limited to 10% of the Contract Price/ Value as specified in the Special Conditions of Contract. The owner reserves the right to order excess quantity exceeding **10% of the value of the contract** if the situation warrants. The contractor shall supply the same if ordered at the same unit rates of the contract.

9.0 VOID

10.0 WORK SCHEDULE:

- 10.1 The bidder shall include in this proposal his programme for furnishing Designs, manufacture, supply of materials and erecting the equipment's, testing and commissioning covered in the Bid documents. The programme shall be in the form of Master Net work identifying key phases in various areas of the total works like procurement of materials/equipments including bought out items, testing, manufacture, deliveries and field activities. The master network shall conform to the following scheduled commissioning period reckoned from the date of award letter:
- a) The commissioning period is **Five (05) months from the date of issue of Detailed Work Award (DWA) including Monsoon period**. While preparing the above mentioned master network the contractor may take guidance's from the tentative dates of various activities indicated in the bid document. The owner has no objection to modify the intermittent activities without affecting the completion schedule. However, all the schedules shall be approved by the owner.
 - b) This master network will be discussed and agreed to before the Award of contract. It may be required by the Owner to revise the periods indicated above based on the interface requirements of the project. Such revisions, if made, will be finalized before the Award of contract. The provisions of Clauses 14.0 and 44.00 Section GCC and Clause 13.0 infra of this Section SCC regarding penalty leviable for delays shall become effective after the dates mentioned above.
- 10.2 After the Award of the Contract, the Contractor shall plan the sequence of work of manufacture and erection to meet the dates stated above and shall ensure that all work/manufacture, shop testing and dispatch of the equipment and materials is in accordance with the required construction/erection sequence.
- 10.3 The provisions of penalty leviable in case of delay in completion shall become effective after the periods mentioned above for successful completion of testing and commissioning.
- 10.4 Within one month of Notification of Award, the Contractor shall submit for review and approval, detailed network schedules based on Master network (mutually agreed by the owner and contractor) to the engineer showing the logic and duration of activities in the following areas:
- a) Detailed Engineering, procurement (including bought out items and raw materials), manufacture, shop inspection, testing, dispatch and receipt at site.
 - b) Detailed construction of activities of Civil works.
 - c) Detailed erection and commissioning activities covering the complete scope of work.
 - d) Inputs required from Owner for smooth and timely execution of contract and also major date/information to be submitted by Contractor for further related engineering to be done by Owner/Consultant. These are to be identified in the network based on details finalized during pre-award discussions.
- After approval of the network schedules, the Contractor shall submit one reproducible with sufficient Nos. of prints as desired by Owner, of the Master of Network as well as detailed Network.**
- 10.5 Detailed erection and commissioning programme including pre-erection activities covering manpower deployment, tools and plants mobilization etc., shall be submitted by Contractor within suitable time as agreed to during pre- award discussions.
- 10.6 Detailed drawing schedule based on programme's referred in Para 9.3 above shall be submitted by the Contractor within 15 days of time from the notification of Award, in the format to be specified by the Owner.
- 10.7 Detailed cash flow in accordance with terms of payment and in line with agreed work schedule shall be submitted within **Forty five (45) days** after the award.
- 10.8 The Contractor shall submit to the Engineer, its manufacturing and delivery schedules for all equipment's, within **fifteen days (15) from** the Notification of Award. Such schedules shall be in line with the detailed network for all phases of the work of the Contract. Such schedules shall be reviewed, up- dated and submitted to the Engineer by the Contractor, once in every two months thereafter, only for the purpose of progress monitoring. Schedules shall also include the bought out materials and equipment purchased from outside suppliers.
- 10.9 The contractor shall submit to the Owner/Engineer the detailed bill of materials, within 1 month of the Notification of Award. Any additions/deletions to the bill of materials, during detailed

engineering will also be incorporated in the bill of materials within 2 weeks of the approval of the drawings, if such approval of drawings necessitates the change.

- 10.10 Within one week of approval of the network schedule, the contractor shall forward to the Engineer copies of the Computer initial Run Data if it be so required. The type of output and number of copies of each type to be supplied by the contractor shall be determined by the Engineer.
- 10.11 The Network schedule shall be updated at a frequency mutually agreed upon for the purpose of monitoring. However, for the purpose of identification of Contractors contractual liability, the agreed Master network referred in **Clause 10.0** shall only be applicable. Monthly review of the progress and identification of necessary corrective actions as may be desired by the Engineer. The meeting will be attended by the Engineer or his authorized representatives and such responsible representatives of the Contractor as may be considered necessary by the Engineer. Such meeting shall be attended by the Contractor's representatives at the contractor's own cost. The contractor shall be responsible for minuting the proceeding of the meeting(s), a report of which shall reach the Owner or the Engineer not later than seven (7) days after the meeting (s).
- 10.12 Access to the Contractor's and sub-vendor's sub-contractor's work shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the progress.
- 10.13 During execution of the contract/manufacture erection/ commissioning, the Contractor shall furnish fortnightly progress reports to the Engineer in a format to be specified by the Engineer indicating the progress up to the month as against scheduled and anticipated completion dates in respect of activities covered in programmes/schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer resources data in the specified format(s), and time schedule(s). The Contractor shall also furnish any other information necessary to ascertain progress, if called for by the Engineer.

11.0 Indemnity Bond:

- 11.1 It will be the responsibility of the contractor to take delivery, unload and store all the material/equipment and execute an indemnity bond as per the Annexure VII & VIII in Section-VI, Volume- I in favour of the owner against loss, damage and any risks involved for the full value of the materials. This indemnity bond shall be furnished by the contractor before commencement of the supplies and shall be valid till the scheduled date of testing, commissioning and handing over of the work to the Engineer.
- 11.2 If the above materials are provided by the owner, the contractor shall adopt the following procedure to take delivery of materials.
 - a) The dispatch title documents will be handed over to the contractor only after obtaining a Trust Receipt in respect of plant, equipment and materials as per prescribed proforma enclosed herewith as Annexure-XII.
 - b) The Indemnity Bond as per proforma enclosed as Annexure shall be executed by the Contractor.
 - c) MESCOM will also issue a separate authorization letter to the Contractor to enable him to take physical delivery of materials/plant/equipments herewith as Annexure.

12.0 VOID

13.0 Penalty for Delay in Completion:

- 13.1 The bidder shall clearly note that the scope of work shall be completed within the time frame specified in Clause No.10 supra and hence no time extension shall be allowed on any account. If the Contractor fails to successfully complete the trial operation or for any delay in terms of the Contract, within the time fixed under the Contract or any extension thereof granted by the Owner by way of Amendment to the Notification of Award/Contract Agreement or for any delay in completing the work beyond the stipulated period, the Contractor shall pay to the Owner, as penalty a sum of ½% (half percent) of Contract price for each week or part thereof for delay.
- 13.2 The total amount of penalty for delay under the Contract shall be subject to a maximum of Ten percent (10%) of the total contract price & the owner has got every right to terminate the contract without any liability.

13.3 Condonation of Delay:

- a) Agency/Contractor shall submit a written request for condonation of delay if any, within 12 (Twelve) Months from the date of Commissioning of the work with valid reason and documentary proof.
- b) In case, no request for condonation of delay is made by the Agency/Contractor within a period of 12 (Twelve) Months from the date of Commissioning of the work, the penalty amount will be transferred to miscellaneous Income immediately after completion of such period.
- c) Once any penalty amount is transferred to Miscellaneous Income Account, it shall, under no circumstances be considered for refund.

14.0 Storage-Cum-Erection Insurance:

- 14.1 All the equipment and materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his cost from the time of dispatch from their works, up to the completion of erection testing and commissioning at site and taking over of the work by the Owner in accordance with the contract.
- 14.2 Further all the equipment and materials being supplied by the Owner for the erection as per Technical Specification shall be kept insured by the contractor against any loss, damage, pilferage, theft, fire etc., from the point of unloading upto the time of taking over by the Owner including handling, transportation, storage erection, testing and commissioning etc. The premium to be paid to the Insurance Company by the contractor for such insurance shall be included in the total bid price.
- 14.3 It will be the responsibility of the Contractor to lodge, pursue and settle a claims with the insurance company in case of any damage, loss, theft, pilferage or fire and the owner shall be kept informed about it. The Contractor shall be responsible for the, replacement of losses, damage etc. in the execution of the. Contract to any equipment/material either supplied by the contractor or issued to the contractor by MESCOM irrespective of the time or amount of receipt of insurance claim. Any loss in this shall be to the Contractor's account.

15.0 Latent Defect Warranty:

- 15.1 The period of latent defect warranty in terms of Clause- 15.0, Section-GCC, Volume-I, shall be limited to 10 years from the date of expiry of guarantee period.

16.0 Guarantees and penalty for Non-Performance:

- 16.1 The bidder shall guarantee that equipment offered shall meet the ratings and performance requirements stipulated for various equipment covered in these specifications and documents. In case penalty for non-performance are being stipulated then:
 - i. The Bidder shall also furnish a declaration in the manner prescribed and included in the Bid Proposal Sheets for certain guarantees, which shall attract levy of penalty for non-performance.
 - ii. Owner reserves the right to either, reject the equipment/ material, if the guaranteed ratings and performance parameters are not established during the factory tests. Alternatively, the Owner may accept the equipment after assessing the penalty for shortfall, against the Contractor as per provisions of the Technical specifications, and such assessed amounts shall be deducted from the contract price or otherwise recovered.

16.2 Void

17.0 PRE-COMMISSIONING TESTS AND TAKING OVER:

17.1 Pre-commissioning tests:

On completion of erection of the equipments and before charging, each item shall be thoroughly cleaned and then inspected jointly by the Owner or his duly authorized representative and the Contractor for correctness and completeness of installation and acceptability for charging leading to initial pre-commissioning.

The Contractors commissioning engineers specifically identified as far as possible shall be responsible for carrying out all the pre-commissioning checks and tests. On completion of inspection, checking and after the pre commissioning tests are satisfactorily over, the complete line/ DTC shall be ready for commissioning.

During the pre-commissioning checks, the operations shall be under the supervision of the Contractor, but the Owner and the Contractor shall agree to the schedule of operations. During the tests, the safety of the materials also is the responsibility of the Contractor. During the pre-commissioning, commissioning and performance guarantee tests, the operations will be under the supervision of the Contractor if the tests are being carried out by him. In case the tests are being carried out by a third party, the operations will be under the control of the owner. In both cases, all aspects of the tests shall be agreed to by the owner and the Contractor. The safety of the equipment shall be the responsibility of the contractor.

17.2 Rejection:

The Owner will reject any material if, during tests, or service, any of the following conditions arise when the provisions under the relevant clause of the general conditions of contract shall immediately become applicable.

1. Material/equipments including its components are proved to have been manufactured not in accordance with the agreed specifications.
2. Material/equipments fails on any test indicated in the Technical Specification.

The Owner reserves the right to retain the rejected equipment and take it into service until the bidder replaces at no extra cost to the Owner the defective material by a new material, alternately the bidder shall repair or replace the equipment within a reasonable period to the satisfaction of the Owner at no extra cost to the Owner.

17.3 Taking over:

Upon successful completion of all the tests to be performed at Site on equipments/materials furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects, which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

18.0 VOID.

19.0 General Information:

- 19.1 The requirements stated in schedules/annexures appended to conditions of contract. Bid proposal sheets, Technical Specifications and Exhibits/Enclosures shall apply to and shall be considered as a part of this Section as if bound together.
- 19.2 The design and workmanship shall be in accordance with best engineering practices to ensure satisfactory performance throughout the service life of the equipment.
- 19.3 In case of discrepancy between the conditions specified in General condition of contract this Section the requirements specified in this Section shall prevail.

20.0 Certificate regarding Acceptance of important Conditions:

- 20.1 It is brought to the specific notice of the Bidders that they are not permitted to take any deviations whatsoever to the following conditions:

a) Terms of Payment:

Clause 34.0 of Section GCC, Volume-I and Clause 8.0 of Special Conditions of Contract, Volume-I.

b) Bid security/EMD:

Clause 23.0, Section ITB, Volume-I.

c) Contract Performance Guarantee.

Clause 40. 0, Section ITB, Volume-I.

d) penalty for Delay in works.

Clause 14.0 Section GCC, Volume-I and Clause 13.0 of Special Conditions of Contract, Volume-I.

e) Price Basis, currencies & Payment.

Clause No.13.0 Section ITB, Volume–I and clause No.8.0 of SCC Volume–I

f) **Guarantee.**

Clause 15.0 Section GCC, Volume-I.

g) **Work Schedule.**

Clause 10.0 Section SCC, Volume-I.

20.2 Bidders shall be required to furnish a certificate in format enclosed at Annexure- I (SCC) for Acceptance of Important Conditions mentioned in 20.1 above in a separate envelope containing bid security details.

21.0 VOID

SECTION – VI
ANNEXURES

**PROFORMA OF BANK GUARANTEE FOR
CONTRACT PERFORMANCE**

(To be stamped in accordance with stamp Act)

Ref.....

Bank Guarantee No

Date

To,

Dear Sirs,

In consideration of the Mangalore Electricity Supply Company Limited, (hereinafter referred to as the "Owner" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its registered/Head Office at (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... datedvalued at.....for (Scope of contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent.....(%).....percent) of the said value of the Contract to the Owner.

We(Name of the Bank)..... having its Head Office at(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay, the Owner, on demand any and all money payable by the Contractor to the extent ofas aforesaid at any time up to**.....(days/month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner the contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted toand it shall remain in force up to and includingand shall be extended from time to time for such period (not exceeding one year), as may be desired by M/son whose behalf this guarantee has been given.

Dated thisday of200.....at

WITNESS:

.....
(Signature)
.....
(Name)
.....
(Official Address)

.....
(Signature)
.....
(Name)
.....
(Designation with Bank Stamp)

Attorney as per Power of
Attorney No
Date

NOTE:

- * This sum shall be five percent (05%) of the contract Price.
- ** The date will be ninety (90) days after the end of Warranty Period as specified in the Contract.
- 1. The stamp papers of appropriate values shall be purchased in the name of issuing bank.

PROFORMA OF EXTENSION OF BANK GUARANTEE

Ref

Date

TO

Dear Sirs,

Sub: Extension of Bank Guarantee Nofor
 Rs.....favouring yourselves, expiring on on account of
 M/s.....in respect of Contract No
dated.....(hereinafter called original Bank Guarantee).

At the request of M/s,We.....Bank, branch office at
do and having its Head Office atdo hereby extend our liability under the above
 mentioned Guarantee NoDated for a further period ofYears/Months
 fromto expire onexcept as provided above, all other terms and conditions of the
 original Bank Guarantee Nodatedshall remain unaltered and binding.

Please treat this as an integral part of the original Bank Guarantee to which it would be attached.

I

Yours faithfully,

For
 Manager/Agent/Accountant
 Power of Attorney No
 Dated

SEAL OF BANK

NOTE: The non-judicial stamp paper of appropriate values shall be purchased in the name of the
 bank who has issued the Bank Guarantee.

PROFORMA OF LETTER OF UNDERTAKINGS

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

Ref

Date

TO

Dear Sirs,

1. I*/We* have read and examined the following bid documents relating to the(full scope of work).
 - a) Notice Inviting Tender.
 - b) Conditions of Contract containing section 'Invitation to Bid, 'Instructions to Bidder', "General Terms & Conditions of contract (GCC) and "Erection Conditions of. Contract (ECC)".
 - c) Special Conditions of Contract along with Annexure to
 - d) Drawings No
 - e) Technical Specifications.
2. I*/We* hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) months from the date of bid i.e. up to..... I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of MESCOM agreeing to open my Bid and consider and evaluate the same for the purpose of award of Work in terms of provisions of clause entitled "Award of Contract" 'section ITB, Conditions of Contract in the Bid Documents.

Should this Bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above mentioned bid documents.

Signature along with Seal of Co.

.....

(Duly authorised to sign the
Tender On behalf of the Contractor)

Name

Designation

Name of Co

(in Block Letters)

WITNESS

Signature.....

Date

Name & Address

.....

Date & Postal Address

.....

Telegraphic Address

.....

.....

Telephone No.

Telex No..

*Strike out whichever is not applicable.

PROFORMA OF APPLICATION FOR PAYMENT

| | | | | | |
|--------------------|---|--|---------------|---|--|
| Project | : | | Date | : | |
| Equipment Package | : | | Contract No. | : | |
| Name of Contractor | : | | Contract Name | : | |
| Contract Value | : | | Application | : | |
| Unit Reference | : | | Serial Number | : | |

TO

.....

MANGALORE ELECTRICITY SUPPLY COMPANY LIMITED.
(A Government of Karnataka Undertaking)

Dear Sir,

APPLICATION FOR PAYMENT

- Pursuant to the above- referred Contract Dated The undersigned hereby applies for payment of the sum of (Specify amount and currency in which claim is made).
- The above amount is on account of (Check whichever applicable)
 Initial advance (Schedule**)
 Interim payment as advance (Schedule**)
 Progressive payment against dispatch of equipment (Schedule**)
 Progressive payment against receipt of equipment at site (Schedule**)
 Progressive payment against Erection (Schedule**)
 Ocean freight & marine insurance (Schedule**)
 Inland transportation (Schedule**)
 Inland insurance
 Price adjustment
 Extra work not specified in contract
 (Ref. Contract change order No.....)
 Other (specify)
 Final payment (Schedule**)

As detailed in the attached schedule(s) which form an integral apart of this application.
- The payment claimed is as per item(s) No.(s)of the payment schedule annexed to the above mentioned Contract.
- The application consists of this page, a summary of claim statement(Schedule**) and the following signed schedule.

| | |
|---|-------|
| 1 | |
| 2 | |
| 3 | |

The following documents are also enclosed

- 1
- 2
- 3

Signature of Contractor/
Authorised Signatory

- * Application for payment will be made to 'Engineer' as to be designated for this purpose at the time of award of the contract.
Prepare separate application for claims in different currencies.
- ** Proforma for the Schedules will be mutually discussed and agreed to during the finalization of the Contract Agreement.

**PROFORMA OF LEGALLY ENFORCEABLE DEED OF UNDERTAKING
TO BE FURNISHED BY BIDDERS PRINCIPALS FOR
SUPPLY OF EQUIPMENT
(ON Rs.500/- STAMP PAPER)**

This deed of undertaking executed thisday of200.....by(Name of Bidders principals) having its registered office at(hereinafter called the “principals” which expression shall include its successors, administrators, executors and permitted assigns)and(bids as per its bid enquiry No.....for.....(Name of Package) and whereas the bid enquiry stipulates that "Bidders, who are subsidiaries and have recently established production line in India for the equipment for which bids are invited, can also be considered as meeting with the criteria, provided the parent company (Principals) agrees to furnish, either jointly with the subsidiary (Bidder) or separately, a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations as stipulated in the bid enquiry and also furnish performance guarantee or security as stipulated in the bid enquiry".

AND WHEREAS the Bidder has submitted its offer No. dated..... to the Purchaser based on the Association of the Principals & Subsidiary.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In consideration of the award of contract by the Purchaser to the Bidder, we, the Principals and the Bidder do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Purchaser for the successful performance of the characteristics in terms of the contract to the satisfaction of the Purchaser.
2. In case of any breach of the contract committed either by us and/of the Bidder, we, the Principals, do hereby undertake, declare and - confirm that-we shall be fully responsible for successful performance of the contract and undertake to carry out all the obligations and responsibilities under the conduct in order to discharge the Purchaser’s obligations stipulated in the contract. We undertake to execute the work in its entirety and hold responsibility even in respect of the work entrusted by us to the Bidder. We hereby-indemnify the Purchaser that we will compensate the Purchaser, if any loss occurs due to default in executing the work either by us or by the Bidder.
3. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Principals hereby agrees to depute their technical experts from time to time to the Bidder's works/ Purchaser's project site as mutually considered necessary by the Purchaser/Bidder and the principals to ensure proper design, manufacture, testing and successful performance of the equipment under the said contract in accordance with the contract and, if necessary, the Principals shall advise the Bidder suitable measures to discharge the obligations under the contract.
4. We, the Principals and the Bidder will be fully responsible for the quality of all equipment/components manufactured at the Bidder's works or the Bidder's sub-vendor's works and, if necessary, their repairs or replacement for successful performance of the characteristics in terms of the contract

5. We, the Principals and the Bidder, agree that this deed of Undertaking shall be Irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the successful completion of the contract and the Purchaser discharges it. It shall become operative from the effective date of the contract
6. A Performance guarantee as stipulated in the bid enquiry will be furnished and shall be guaranteed towards the faithful performance/ compliance of this Deed of Undertaking in terms the Contract.
7. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Mangalore, Karnataka State, shall have exclusive jurisdiction in all matters arising under this Deed of Undertaking.
- IN WITNESS WHEREOF, THE Principals and the Bidder through their authorised representatives, have executed these present and affixed common seals of their respective companies, on the day, month and year first mentioned above.

1.

WITNESS

for NAME OF PRINCIPALS

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Office Address)

.....
(Office Address)

.....
(Company Seal)

.....
(Company Seal)

2.

WITNESS

for NAME OF BIDDER

.....
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

.....
(Office Address)

.....
(Office Address)

.....
(Company Seal)

.....
(Company Seal)

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE
CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY
OWNER FOR PERFORMANCE OF ITS CONTRACT**

(Entire Equipment consignment in one lot
(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this.....day of200.....bya Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its 'Registered Office' at (herein after called as "Contractor" or "Obligor" which expression shall include its successors and permitted assigns) in favour of Mangalore Electricity Supply Company Limited,having its project at (hereinafter called as "MESCOM" which expression shall include its successors and assigns):

WHEREAS Owner has awarded to the Contractor a Contract forvide its letter of Award/Contract No datedand its Amendment No and Amendment No(applicable when amendments have been issued) (hereinafter called the Contractor for execution of the Contract.

And whereas by virtue of clause Noof the said Contract, the Contractor is required to execute an Indemnity Bond in favour of MESCOM for the Equipment handed over to it by MESCOM for the purpose of performance of the Contract/Erection portion of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, this indemnity bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at Rs.....(Rupees) handed over to the Contractor for the purpose of performance of the Contract, their Contractor hereby undertakes to indemnify and shall keep MESCOM indemnified, for the full value of the Equipments handed over to the Contractor duly endorsed in their favour and detailed in the schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said equipment's duly endorsed by MESCOM in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of MESCOM.
2. That the contractor shall be constructed as handling over of the equipment purported to be covered by such title document and the contractors shall hold such equipment in trust as a Trustee for and behalf of MESCOM.
3. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at MESCOM project Site against all risks whatsoever till the Equipment 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 MESCOM. The Contractor undertakes to keep MESCOM harmless against any loss or damage that may be caused to the Equipment
4. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

5. That MESCOM is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge/Engineer or other employee/ agents authorised by him in this regard. Further, MESCOM shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the equipments are likely to be endangered, mis-utilised 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 MESCOM to return the equipment without any demur or reservation.
6. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of MESCOM as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged equipment at its own cost and/or shall pay the amount of loss to MESCOM without any demur, reservation or protest. This is without prejudice or any other right to remedy that may be available to MESCOM against the contractor under the Contract and under this Indemnity Bond.
7. NOW THE CONDITION of this bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of MESCOM, then the above bond shall be void but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE

| Particulars of the Equipment handed over | Quantity | Particulars of Dispatch title documents F | Value the Equipment | Signature of Attorney in token of receipt | RR/GR No. Date Bill Carrier of loading |
|---|-----------------|---|----------------------------|--|---|
|---|-----------------|---|----------------------------|--|---|

For and on behalf of
M/s

WITNESS:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. 1. Signature..... 2. Name 3. Address | <p>Signature.....</p> <p>Name</p> <p>Designation.....</p> <p>Authorized representative</p> |
| <ol style="list-style-type: none"> 2. 1. Signature 2. Name 3. Address..... | <p>Signature.....</p> <p>Name.....</p> <p>Address.....</p> |

- * Indemnity Bonds 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 Bonds, (iii) In case of (ii), the original Power of attorney if it is specifically for this Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR
THE EQUIPMENT HANDED OVER IN INSTALLMENTS FOR PERFORMANCE OF ITS
CONTRACT**

(On non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 200
by.....a Company registered under the Companies Act. 1956/Partnership firm/propriety
concern having its Registered Office at(hereinafter called as 'Contractor' or 'Obligor'
which expression shall include its successors and permitted assigns) in favour of Mangalore Electricity
Supply Company Limited,having its project at(hereinafter called
"MESCOM" which expression shall include its successors and assigns):

WHEREAS MESCOM has awarded to the Contractor a Contract forvide its Letter of
Award/Contract No datedand Amendment No. 1 and Amendment No. 2
(applicable when amendments have been issued) (hereinafter called the Contract) in terms of which
MESCOM is required to hand over various Equipment to the Contractor for execution of the Contract

And whereas by virtue of Clause No.....of the said Contract, the contractor is required to
execute an Indemnity bond in favour of MESCOM for the equipment handed over to it by MESCOM
for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the
'Equipment")

NOW THEREFORE, This Indemnity Bond witness as follows:

1. That in consideration of various Equipment as mentioned in the Contract, Valued at
'(Rupees) to be handed over to the Contractor in installments
from time to time for the purpose of performance of the Contract, the Contractor hereby
undertakes to indemnify and shall keep MESCOM indemnified, for the full value of the
equipment. The Contractor hereby acknowledges receipt of the initial installments of the
Equipment per details in the schedule appended hereto. Further, the Contractor agrees to
acknowledge receipt of the subsequent installments of Equipment as required by MESCOM in
the form of schedules consecutively numbered, which shall be attached to this Indemnity bond
so as to form integral parts of this Bond. It is expressly understood by the Contractor that
handing over the dispatch title documents in respect of the said equipments duly endorsed by
MESCOM in favour of the Contractor shall be construed as handing over the Equipment
purported to be covered by such title documents and the Contractor shall hold such Equipments
in trust as a trustee for and on-behalf of MESCOM.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe
transit/protection and custody of the Equipment at MESCOM project Site against all risks
whatsoever till the Equipment 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 MESCOM. The contractor undertakes to keep MESCOM
harmless against any loss or damage that may be caused to the Equipment
3. The Contractor undertakes that the Equipment shall be used exclusively for the
performance/execution of the Contract strictly in accordance with its terms and conditions and
no parts of the equipment shall be utilized for any other work or purpose whatsoever. It is
clearly understood by the Contractor that non- observance of the obligations under this
Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part
of the Contractor for all intents and purpose including legal/penal consequences.

4. That MESCOM is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or lien of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by Engineer-in-Charge-/Engineer or other employees/agents authorised by him in this regard. Further, MESCOM shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis-utilised 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 mason whatsoever and the contractor binds himself and undertakes to comply with the directions of demand of MESCOM to return the equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/Engineer of MESCOM as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The contractor binds itself and undertakes to replace the lost/or damaged Equipment at its own cost and/or shall pay the amount of loss to MESCOM" without any demur, reservation or protest This is without prejudice or any other right to remedy that may be available to MESCOM" against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of MESCOM. Then the above bond shall be void, but otherwise, it shall remain in fill force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE NO. 1

| Particulars of the Equipment handed over | Quantity | Particulars of Dispatch title documents | Value the Equipment | Signature of Attorney in token of receipt | RR/GR No. Date Bill Carrier of loading |
|--|----------|---|---------------------|---|--|
|--|----------|---|---------------------|---|--|

For and on behalf of
M/s

- | | | | |
|----|------|----------------|---------------------------|
| 1 | i. | Signature..... | Signature |
| | ii. | Name | Name..... |
| | iii. | Address | Address |
| | | | Authorised representative |
| 2. | i. | Signature..... | (Common Seal) |
| | ii. | Name | (In Case of Company) |
| | iii. | Address | |

- * Indemnity Bonds 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 Bonds, (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 Bond.

PROFORMA OF "CONTRACT AGREEMENT"
(To Be Executed On Non-Judicial Stamp Paper)

This Agreement made on this of **Two Thousand Twenty Six** between Mangalore Electricity Supply Company Limited having its office at Corporate Office, MESCOM BHAVANA, Bejai – Kapikad Road, Mangaluru, India (hereinafter referred to as a “Owner” or MESCOM which expression shall include its administrators,) on the one part and having its registered office at (hereinafter referred to as the “Contractor” or “X” name of the contracting company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS MESCOM desirous of strengthening its distribution system invited bids for the work “**NAME OF WORK**”- **Supply Portion** for a Contract Price of **Rs., (Rupees only)** as per its Bid Enquiry No.: **MESCOM/2026-27/EL/WORK_INDENT.....** AND WHEREAS Contractor M/s..... had participated in the above referred bidding vide their proposal No. **Dated** and awarded the contract to ‘Contractor’ on terms and conditions documents referred to therein, which has been accepted by M/s. resulting into a “Contract”.

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

MESCOM has awarded the contract to M/s. for the work “**NAME OF THE WORK**” – **Supply Portion** on the terms and conditions contained in its **Letter of Intent No.: MESCOM/SEE(PROJ)/EE(PROJ)/2026-27/..... dated**, and the documents referred to therein. The award has taken effect from aforesaid letter of Intent. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the “Contract Document” referred to in the succeeding Article.

2.1 Contract Documents:

- 2.2 The contract shall be performed strictly as per the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as "Contract Document").
- i) MESCOM Bidding Documents in respect of Specification No. **MESCOM/2026-27/EL/WORK_INDENT.....** consisting of Invitation of Bid, Instructions to Bidders. General & Special Terms & Conditions of Contract and all other sections entitled 'Conditions of Contract' including all amendments issued as Volume –I.
 - ii) MESCOM’s Technical Specification including Amendments issued vide its Letter No **MESCOM/2026-27/ EL/WORK_INDENT.....**
 - iii) Contractors proposal No. **Dated** along with proposal sheets, Data requirements, payment terms and Works Schedules Submitted by Contractor entitled as “**Bid Proposal**”.
 - iv) Agreed Minutes of the meeting held on NIL between MESCOM & Contractor the Revised Price schedules offered by M/s. vide letter No. entitled as ‘Final Price Offer’.
 - v) MESCOM Letter of Intent No. **MESCOM/SEE(PROJ)/EE(PROJ)/2026-27/..... dated** duly accepted by the Contractor.
 - vi) Quality Plans for manufacturing and field activities entitled as ‘Quality Plan’.
 - vii) Contract Network

All the aforesaid Contract documents shall form an integral part of this Agreement, in so far as the same or any part thereof conform to the Bidding Document (Part- I&II) and what has been specifically agreed to by the Owner in its Letter of Intent . Any matter inconsistent therewith, contrary or' repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Contractor in its letter of Intent shall be deemed to have been withdrawn by the supplier. For the sake of brevity, this Agreement along with its aforesaid Contract documents shall be referred to as the 'Agreement"

3.0 Conditions & Covenants:

3.1 The Scope of Contract, consideration, terms of payment, Price Adjustment, Taxes wherever applicable, Insurance, Penalty, Performance Guarantee and all other terms and conditions are contained in MESCOM's **letter of Intent No.: MESCOM/SEE(PROJ)/EE(PROJ)/2026-27/..... Dated** read in conjunction with other aforesaid Contract document the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

3.2 The scope of work shall also include supply and installation of all such items, which are not specifically mentioned in the Contract documents, but which are needed for successful, efficient, safe & reliable operation of the equipment unless otherwise specifically excluded in the specification under 'exclusions' or Letter of Intent.

3.3 Time Schedule:

3.3.1 Time is the essence of the Contract and schedules shall be strictly adhered to and Contractor shall perform the work in accordance with the agreed schedule.

3.4 Quality Plans:

3.4.1 The Contractor is responsible for the proper execution of the Quality Plans enclosed in **Volume –II, Section –II** the work beyond the customer's hold points will progress only with the Owner's consent. The Owner will also undertake quality surveillance and quality audit of the Contractor's/sub-contractor's works, systems and procedures and quality control activities. The Contractor further agrees that any change in the quality plan will be made only with the Owner's approval. The Contractor shall also perform all quality activities, inspection and tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

3.4.2 The Contractor also agrees to provide the Owner with the necessary facilities for carrying out inspection, quality audit and quality surveillance of Contractor's and its Sub-contractor's quality systems and manufacturing activities.

These shall include but not limited to the following:

- i. Relevant plant standards, drawing and procedures.
- ii. Detailed Quality Assurance System manuals for manufacturing activities.
- iii. Storage procedures and instructions weld, NDT. Heat Treatment prior to commencement of Manufacture.
- iv. Complete set of long sheets (blank) mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the quality tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for quality standards, and performance guarantee and their other obligations under the agreement.

3.4.4 Contractor agrees to submit Quality Assurance Documents package to MESCOM for review and record after completion and within three weeks of dispatch of materials.

The Package will include the following:

- i) Factory test result/ inspection report for testing required by this Contract or applicable codes and standards.
- ii) Two copies of inspection reports duly, signed by Quality Assurance personnel of both MESCOM and Contractor for the agreed customer holds points.
- iii) Report of the rectification works where & if applicable.

3.5 ** It is expressly agreed to by, the Contractor that not withstanding the fact that the Contract is termed as supply-cum-erection Contract or indicates the break-up of the Contract consideration, for convenience of operation and for payment of GST on supply portion, it is in fact one composite Contract on-single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-performance of any part or portion of the contract shall be deemed to be a breach of the entire Contract.

3.6 The Contractor guarantees that the equipment package under the Contract shall meet the ratings and performance parameters as stipulated in the Technical Specifications (Part- II) and in the event of any deficiencies found in the requisite performance figures, the Owner may at its option reject the equipment package or alternatively accept it on the terms and conditions and subject to levy of the penalty in terms of contract documents. The amount of penalty so leviable shall be in accordance with the contract document and without any limitation.

3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the damages/compensation due to short fall in the equipment performance figures as stated in Para 3.6 above or under any other clause of the agreement. The amount of damages/compensation shall be recoverable either by way of deduction from the Contract price, Contract performance guarantee and/or otherwise.

The Contract performance guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it notwithstanding any dispute or difference between the Owner and the Contractor pending before any court, tribunal, arbitrator or any other authority.

3.8 This agreement constitutes full and complete understanding between the parties and terms of the presents. It shall supersede all prior correspondence terms and conditions contained in the Agreement. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be decided by Mangaluru court of law.

If any disputes arises in connection with or out of this contract excluding those issues covered under provisions of section 18 of MSMED Act 2006, shall be resolved through the Mangaluru court of law only.

4.2 Notice of Default:

Notice of default given by either party to the other party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

IN WITNESS WHEREOF, the parties though their duly authorized representatives have executed these presents (execution whereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Mangalore.

OWNER'S WITNESSES:

1.

(Owner's signature)

(Printed Name)

(Designation)

2.....

(Company's Stamp)

CONTRACTOR'S WITNESSES:

1.

(Contractor's signature)

(Printed Name)

(Designation)

2.....

(Company's Stamp)

* * Applicable in case, of single award is placed on one party on Supply-cum-erection basis. In case two separate awards are placed on single party/two different parties this clause is to be modified suitably while signing the Contract agreement to be signed separately for two awards to incorporate cross fall breach clause.

**COLLABORATOR AGREEMENT
ON NON-JUDICIAL STAMP PAPER OF Rs.200/-**

**DEED OF JOINT UNDERTAKING TO BE EXECUTED BY THE COLLABORATOR
ALONGWITH THE CONTRACTOR FOR (NAME OF PACKAGE)**

This DEED OF UNDERTAKING executed thisday of Two thousand fiveby Collaborator which expression shall include its successors, administrators, executors and permitted assigns and M/s expression shall include its successors, administrators, executors and permitted assigns in favour of

WHEREAS the Owner invited Bids as per its Specification No

AND WHEREAS the bid documents stipulate that bidding is open to the regular manufacturers only who possess the requisite experience as per Section IFB of Part-I forming part of the bid documents.

AND WHEREAS the Instruction to Bidders forming part of the Conditions of Contract and Clause Noof Special Conditions of Contract, Part-I, entirely stipulate that the Bidder along with its Collaborator/Associate must fulfill the qualifying requirements and be jointly and severally bound unto and responsible for the successful performance of the Contract in the event the Bid is accepted by the Owner resulting in a "Contract".

AND WHEREAS M/s.....has submitted its proposal to the owner vide Proposal No.....datedbased on the Collaboration/Association of the Collaborator/Associate.

NOW THEREFORE THIS UNDERTAKING WITNESSETH AS UNDER:

1. In Consideration of the award of Contract by the owner to the contractor, we the Collaborator and the Contractor do hereby declare and undertake that we shall be jointly and severally responsible and bound unto the Mangalore Electricity Supply Company limited for the successful performance of the characteristics as specified in the Contract to the satisfaction of the owner.
2. In case of any breach of the Contract committed by the Contractor, we the collaborator do hereby undertake, declare and confirm that we shall be fully responsible for successful performance of the contract and undertake to carryout all the obligations and responsibilities under the Contract in order to discharge the Contractor's obligations stipulated in the Contract.
Brief scope of work to be indicated by the owner. Further, if the owner suffers any loss or damage on account of any breach of the contract, we the collaborator and the contractor jointly and severally undertake to promptly indemnify and pay such loss or damages to the owner on its protest in any manner whatsoever. This without prejudice to any rights of the owner against the contractor under the contract and/or guarantees. It shall not be necessary or obligatory for the owner to proceed against collaborator before proceeding against the contractor, nor any extension of time or any relaxation by the owner to the contractor shall prejudice any rights of the owner under this Deed of joint undertaking against the collaborator/contractor.
3. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Collaborator hereby agrees to depute their technical experts from time to time to the Contractor's Works/Owners Project Site as mutually considered - necessary by the Owner/Contractor and the Collaborator to ensure proper design, manufacture, testing & successful performance of the equipment under the said Contract in accordance with Contract specifications and if necessary the Collaborator shall advise the contractor suitable measures to discharge the obligations under contract.
4. The Financial liability of the Collaborator to Owner with respect to any and all claims arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking read in conjunction with the relevant provisions of the contract

shall, however, be limited to the extent of 100% value of the entire scope of work of the collaborator as identified in the Contract or 5% (Five percent) of the value of the contract awarded by the Owner to the Contractor whichever is higher. This is however, without prejudice to various financial liabilities and obligations of the Contractor in terms of the Contract and this Deed of Undertaking.

5. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts at Mangalore, Karnataka State shall have exclusive jurisdiction in all matters arising under this Undertaking.

6. Deleted.

7. We, the Collaborator and the Contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the successful completion of the Contract and the Owner discharges it. It shall become operative from the effective date of the Contract

8. We the Collaborator/Contractor will be fully responsible for the quality of all equipment/components manufactured at its work or at its Vendor's works and if necessary, their repairs or replacement for successful performance of the contract in terms of the Contract.

IN WITNESS WHEREOF, the Collaborator and the Contractor through their authorized representatives, have executed these present and affixed common seals of their representative companies, on the day, month and year first mentioned above.

for M/s
(COLLABORATOR)

WITNESS: (Signature of the authorized representative)

1.
(Signature) (Name)

.....
(Name in Block Letters) (Designation)
Common Seal of the Company

.....
(Official address) For M/s.....
(contractor)

2
(Signature) (Signature of the authorized)
Representative
(Name).....

.....
(Name in Block- Letters) (Designation)
Common Seal of the company
.....
(Official address)

POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value)

KNOW ALL MEN BY THESE PRESENTS that wea Company incorporated under the laws ofand having its Registered Office/Head Office at "Manufacturer" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint M/s.....a Company incorporated under the laws of and having its Registered/Head Office at as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the 'Manufacturer in regard to Specification No Packagethe bids for which have been invited by

(Address "Owner") to undertake the following acts:

- i) To submit proposal and participate in the aforesaid Bid Specification of the "Owner" on behalf of the "Manufacturer.
- ii) To negotiate with the "Owner" the terms and conditions including price for award of the contract pursuant to the aforesaid Bid and to sign the contract with the "Owner" for and on behalf of the Manufacturer.
- iii) To receive accept and execute the contract for and on behalf of the "Manufacturer".
- iv) To do any other act or submit any document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract performance guarantee in terms of the Contract. The "Manufacturer" hereby agrees and undertakes to satisfy and confirm all the whatsoever the said "Attorney"/"Authorised Representative" quotes in the Bid, negotiates and signs the contract with the "Owner" and/or purports to act on behalf of the "Manufacturer" by virtue of this Power of Attorney and the same shall bind the "Manufacturer" as if done by itself.

IN WITNESS WHEREOF THE "Manufacturer" has executed these

Presents aton this day of..... under the Common Seal of the Manufacturer company.

For and on behalf of

Common Seal of the above Manufacturer
Has been affixed thereunto, in the presence of.
WITNESSES:

1. Signature
Name..
Designation
Occupation
2. Signature
Name
Designation.
Occupation.

**TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED FROM
MESCOM UNDER CONTRACT No.
DATED.....**

We M/ s having our principal place of business at have been awarded a contract Nodated forby Mangalore Electricity Supply Company Limited, Mangalore.

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 herd to which shall form an integral part of this receipt as 'Trustee of Mangalore Electricity Supply Company Limited. 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/institutions(s)/Bank(s).

For M/ s
(AUTHORISED SIGNATORY SEAL OF COMPANY)

Dated:

Place: