



STANDARD BIDDING DOCUMENT

For Full Turnkey Contract

(Design, Supply, Installation, Testing & Commissioning)

DAKSHIN GUJARAT VIJ COMPANY LIMITED

(DGVCL)

Request for Bids

For

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| Subject: | "Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at Piplod-A Sub-Division of Piplod Division of Surat City Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM)." |
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|  सत्यमेव जयते | <p align="center">DAKSHIN GUJARAT VIJ COMPANY LIMITED (Government of Gujarat undertaking) CIN U40102GJ2003SGC042909 Regd. & Corporate Office: "Urja Sadan", Nana Varachha Road, Kapodara Char Rasta, SURAT-395 006 Ph .No.0261-2506151/52, Fax.No.0261-2506169 Website: www.dgvcl.com, e-mail:ceom@dgvcl.com</p> |  |
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SUMMARY

Section 1: Notice Inviting Tender

Notice Inviting Tender (NIT)

Section 2: Eligibility and Qualification Requirements

This Section contains information regarding specific eligibility and qualification requirements applicable for prospective bidders to be considered for further evaluation of their bids.

Section 3: Instructions to Bidders (ITB) and Bid Data Sheet(BDS)

This Section consists of two parts: "Instructions to Bidders" and "Bid Data Sheet (BDS)". "Bid Data Sheet" contains information specific to procurement that corresponds to and/or supplements and/or modifies "Instructions to Bidders". This Section provides information to help prospective bidders prepare their bids. Information is also provided on the bidding process

- **Single Stage Two-Part Bidding Process with e-Procurement**, submission, opening, and evaluation of bids, selection of successful bidder and on the award of contract.

Section 4: Bidding Forms - Technical Part of the Bid

This Section includes the forms for Technical Part of the bid that are to be completed by the Bidders and submitted in accordance with the requirements of Section 3.

Section 5: Bidding Forms - Financial Part of the Bid

This Section includes the forms for Financial Part of the bid including Price Schedules that are to be completed the Bidders and submitted in accordance with the requirements of Section 3.

Section 6: Employer's Requirements

This Section specifies the Scope of Work, Specification, the Drawings, and supplementary information that describe the Plant and Installation Services to be procured.

Section 7: Conditions of Contract

This Section consists of two parts: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC). GCC includes general clauses to be applicable to the Contract and the contents of SCC modify or supplement GCC.

Section 8: Contract Forms

This Section contains the Letter of Acceptance/ Notification of Award, forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Form for Performance Bank Guarantee

Form of Bank Guarantee for Advance payment

Form of Completion Certificate

Miscellaneous Forms

Section - 1: Request for Bids Notice/Notice Inviting Tender

DAKSHIN GUJARAT VIJ COMPANY LIMITED
NATIONAL OPEN COMPETITIVE PROCUREMENT
Request for Bids (RFB)/ Notice Inviting Tender (NIT)
(Single Stage Two-Part Bidding Process with e-Procurement)
TENDER NOTICE NO: - DGVCL/O&M/GWFCM/2026-27/Piplod-A

The Chief Engineer (O&M) - Dakshin Gujarat Vij Company Limited (DGVCL) invites bids through On Line for the work – “Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at **Piplod-A** Sub-Division of **Piplod** Division of **Surat City** Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM).”. Tender Papers & Specifications may be down loaded from Web site <https://tender.nprocure.com> (For view, download and online submission) and DGVCL web site www.dgvcl.com (For view & download only). Tender fee may be paid along with submission of tender in EMD cover, for respective tender. “All the relevant documents of Tender Fee & EMD to be submitted physically will be received only by Registered Post A.D. or Speed Post addressed to The Chief Engineer (O&M), DAKSHIN GUJARAT VIJ COMPANY LTD., Corporate Office, “Urja Sadan” Nana Varachha Road, Kapodara Char Rasta, SURAT-395006. “NO COURIER SERVICE OR HAND DELIVERY” will be allowed

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| 1 | Tender No. | DGVCL/O&M/GWFCM/2026-27/Piplod-A |
| 2 | Description | “Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at Piplod-A Sub-Division of Piplod Division of Surat City Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM).” |
| 3 | Mode of Procurement/Bidding | Singe Stage Two-Part Bidding Process with e-Procurement online |
| 4 | Date of Release of RFB Notice/ NIT | 25.06.2026/e-Tendering |
| 5 | Estimated Cost | Rs. 250795426.94 |
| 6 | Tender Fees (Non Refundable) | 10,000.00 + 1,800.00 (18%GST) = 11,800.00 |

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| 7 | Earnest Money Deposit Amount | All bids must be accompanied by a Bid Security (EMD) for an amount of 2% of Tender Estimated Cost or Rs. 5.0 Cr; whichever is lower. |
| 8 | Date and Time for Pre Bid Meeting | 07/07/2026 up to 15:00 Hrs. |
| 9 | Last date of Submission of Online Technical Part & Financial Part (Price bid) i.e. On line (e-tendering/procurement) tender | 23/07/2026 up to 18:00 Hrs. |
| 10 | Date of Opening of Tender Fee & EMD online (Preliminary Bid) | 24/07/2026 on 11.00 Hrs. |
| 11 | Tender Original Documents relevant to tender Fee (if not paid through online mode) and Original Bank Guarantee towards Bid Security (EMD) (if not paid through online mode) to be submitted in physical copy only by Registered Post A.D. or Speed Post. (Mandatory) | 31/07/2026 on 18.00 Hrs. |
| 12 | Date of Opening of Technical Bid online (Tentative, if possible) | 03/08/2026 on 11.00 Hrs. (Tentative) |
| 13 | Date of Online Opening of Price Bid Online (Tentative, if possible) | 14/08/2026 on 11.00 Hrs. (Tentative) |
| 14 | Location of Submission/ Opening of Bids, as applicable | Chief Engineer (O&M), Dakshin Gujarat Vij Company Ltd. Regd. & Corporate Office, "Urja Sadan" Nana Varachha Road, Kapodara Char Rasta, SURAT-395006 |
| 15 | Bid Validity period | 180 days from date of Opening of Technical Part of the Bid. |
| 16 | Performance Security | 3% of Contract Price |
| 17 | Bid Validity period | 180 days from date of Opening of Technical Part of the Bid. |
| 18 | Time for Completion | The Time for Completion of the Works is: 18 Months (including monsoon period) from date agreement |

Every bidder has to inform their GSTIN No. at the time of payment of applicable fees.

IMPORTANT:

- (a)** It is mandatory for all the bidders to submit their tender documents on-line (e-tendering).
- (b)** All the bidders will be required to pay Tender Fee plus applicable GST as mentioned in the Tender Document by RTGS / NEFT / Online.
- (c)** If the EMD amount is more than Rs. 3.0 Lakhs, it should be paid either by RTGS / NEFT / Online or Demand Draft or Banker's Cheque or Pay order or Bank Guarantee. Otherwise, it should be paid by RTGS / NEFT / Online.
- (d)** In case of payment of Tender fee & EMD through Demand Draft or Banker's Cheque or Pay order or Bank Guarantee or receipt of payment in Cash, the scanned copy of original documents shall be uploaded in preliminary stage and original copy of the same will be submitted only by Registered Post A.D. or Speed Post and same must be submitted on or Before Schedule Date and time and ensure that Tender Number must be mentioned on the sealed cover. Otherwise the offer will not be considered (at the sole discretion of DGVCL) and no any further communication in the matter will be entertained.

- (e) However, no physical documents required if payment of tender Fee and EMD made through cash payment, RTGS & NEFT.
- (f) Further bidders are requested to submit price bid (Schedule: B) on-line only and not to submit the price bid in physical form. This is mandatory. If price bid is submitted in physical form, such offer shall be out rightly rejected.
- (g) It is mandatory for all the bidders to submit their tender documents with all relevant documents as desired in participation of this bid through on-line (e-tendering) in schedule time. If tender documents with all relevant documents submitted in physical form, in that case the online submitted documents shall be considered.
- (h) Bidding will be conducted through national open competitive e-procurement.

AS PER THE NOTICE OF THE INVITATION OF TENDER (NEWS PAPER ADVERTISEMENT), THE TENDER IS INVITED BY E-TENDERING (ON- LINE) MODE, FOR WHICH FOLLOWING CONDITIONS ARE MANDATORY AND ANY DEVIATION WILL BE FOUND IN THAT CASE, THE TENDERS / OFFER WILL BE OUTRIGHTLY REJECTED AND NO ANY FURTHER COMMUNICATION IN THE MATTER WILL BE ENTERTAINED.

- a The RFB document (hereinafter also referred to as bidding document) is available online, free of cost, for downloading on [https:// tender.nprocure.com](https://tender.nprocure.com) and www.DGVCL.com The bidder would be responsible for ensuring that any addenda/ corrigendum/ amendment etc. available on the website/ portal is also downloaded and incorporated.
- b The bidding shall be conducted **under Single Stage Two-Part Bidding Process with e- Procurement** as specified in Section 3.
 - 1. Under the Single Stage Two-Part Bidding Process, the Bidder shall not quote, disclose, or submit its price in the Technical Part (First Part) of its bid or in any other manner, whatsoever, except as part of the Financial Part i.e. price bid (Second Part) of its bid. In case of any non-compliance in this regard, the bids shall be out-rightly / summarily rejected.
 - 2. An incomplete and/or ambiguous and/or conditional bid and/or bid submitted late is liable to be ignored/ summarily rejected.
 - 3. Bid must be submitted online through the e-Procurement/ e-Tendering process specified in Section 3. Any Bid or modifications to bid received outside the e- Procurement system will not be considered, unless otherwise specified in Section 3. DGVCL shall not be held liable for any delays due to e-Procurement/ e- Tendering system failure beyond its control. Even though the system will attempt to notify the bidders of any bid updates, DGVCL shall not be liable for any information not received by the bidder. It is the bidders" responsibility to verify the website for the latest information related to this RFB.
 - 4. Salient details pertaining to this RFB Notice including submission and opening of bid, Bid Security (EMD), cost of documents/tender fee if any, for downloading the bidding documents, address for communication, etc., are as per table page no.1
 - 5. If DGVCL office happens to be closed on the specified date of opening of the Bid, the bids will be opened on the next working day at the same time and venue or as may be notified by DGVCL.
 - 6. Other details can be seen in the RFB document.

DGVCL BANK DETAILS:

| Sr. No. | Particulars | Requisite Details |
|---------|----------------|--------------------------|
| 1 | Name of Bank | Bank of Baroda |
| 2 | Name of Branch | Bhagatalav, Surat-395003 |

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| 3 | MICR Code | 395012004 |
| 4 | IFSC Code | BARB0BHAGAT(5th character is "ZERO") |
| 5 | Name of Account | DAKSHIN GUJ VIJ CO LTD |
| 6 | Account No. | 02590500000025 |

TENDER NOTICE No. DGVCL/O&M/GWFCM/2026-27/Piplod-A

Note: - Bidders should be in touch with websites www.tender.nprocure.com & www.DGVCL.com for information regarding revision / corrigendum / Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards and also not publish in newspaper.

Any deviation found in online Data/Details/Documents in offer (e-tendering) of bidder, offer of the same bidder will not be considered and no any further communication in the matter will be entertained.

Any technical questions, information & clarification that may be required pertaining to this inquiry should be referred to Chief Engineer (O&M), Dakshin Gujarat Vij Company Ltd. Regd. & Corporate Office, "Urja Sadan" Nana Varachha Road, Kapodara Char Rasta, SURAT-395006

DGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.

Chief Engineer (O&M)
DGVCL: Corporate office Surat

Download Tender Documents in (PDF Format) which consists of:

-  Schedule "B" indicating the quantities, rates & items, drawing if any.
-  Tenders Instructions to Bidders & Conditions of Contract
-  Technical Specifications & GTP's
-  Reference Bid Drawing for Material-Equipment-Civil Structures

To view the PDF file please use "Acrobat Reader" software which can be downloaded from "Adobe" website.

NOTE:

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) Code solutions-A division of GNFC Ltd.,

403, GNFC Info tower, S.G. Road, Bodakdev

Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512,516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Email: nproucre@gnvfc.net

Other terms & conditions are as per tender documents

• **Technical Part COVER DOCUMENTS' CONTAINS THE FOLLOWING:**

The following documents as stated hereunder are required to be submitted in physical form in Sealed cover stating "Technical Part Documents".

[1] Tender fee (Non-refundable) plus GST as applicable as notified in the tender notice should invariably be paid by below mentioned mode otherwise offer will be ignored out rightly. **[This is Mandatory]**

- Bidder shall have to pay Tender Fee by **RTGS/NEFT/ONLINE**. The Tender fee amount paid by **RTGS/NEFT/ONLINE mode** should invariably mention the Tender ID Number and receipt of payment transfer through RTGS/NEFT/ONLINE must be uploaded at Technical Part Stage'. Details of RTGS/NEFT/ONLINE are given here under Cl. No: 1[3].
- Bidder can pay the Tender fee amount plus GST as applicable in CASH (Up to Rs. 10,000/-) at Cash counter of DGVCL Corporate Office, Surat during working days between 10:30 A.M. to 04:00 P.M. and on working Saturday between 10:30 A.M.to 04:00 P.M. before the due date and time for submission of tender. Bidder must upload the original copy of money receipt of Tender fee payment at Technical Part stage itself.
- Tender Fees is Non-refundable under normal circumstances. However, if purchaser company decides to scrap/ cancel the tender, by one or other reason, in which bidders are not responsible for cancellation/ scrap of tender, in such case tender fee without GST amount may be refunded to bidder(s), at sole discretion of the purchaser company.

[2] Original Copy of GST registration certificate must be uploaded at Technical Part stage of (n) Procure. **[This is Mandatory]**

[3] EMD/ Bid Security (EMD) is Applicable. However, Bid Securing Declaration to be submitted as specified in Section 3 of standard bid documents.

Bidder/s can pay the E.M.D. amount by way of RTGS/NEFT/ONLINE /DD/Banker's Cheque/Pay order/Bank Guarantee. The EMD amount paid by RTGS/ NEFT/ONLINE mode should invariably mention the Tender ID Number and The scanned copy of original documents (i.e. receipt of payment transfer through RTGS/NEFT/ONLINE mode/DD/Banker's Cheque/Pay order/Bank Guarantee) must be uploaded at Technical Part stage & original copy of the same will have to be submitted in physical in Sealed cover stating "Technical Part COVER DOCUMENTS'" at the office address specified in this tender documents within 5 days of Bid opening by Speed Post or RPAD only. Details of RTGS/NEFT are shown below.

If EMD amount is paid by DD (i.e. demand draft)/ Banker's Cheque then it should be in favour of "DAKSHIN Gujarat Vij Company Limited", Payable at Surat. [This is Mandatory]

[4] Bidder has to provide self-certification for "Class-I local supplier" as given in technical part of the Bid under form-6 of Section-4 of RFB document. **[This is Mandatory]**

[5] Declaration **CERTIFICATE-M** regarding Restrictions on Procurement from a Bidder of a country which shares a land border with India.

Note: The bid will be rejected out rightly, if the above mandatory documents i.e. (At Sr. No.: [1] to [5]) are not submitted in physical form in "Technical part Cover Documents".

Every bidder shall inform their GSTIN No. at the time of payment of applicable fees.

[6] Required documents/ forms as mentioned in Section 3 of Standard Bid Documents (Instructions to Bidders and Data Sheet)

[7] Required documents/ forms as mentioned Section-4 (Technical Part) of Standard Bid Documents as per Section-8- Contract forms. **[This is mandatory]**

[8] The tenderers must be required to upload the technical information and the guaranteed technical particulars (GTP) & Drawings if applicable along with company seal and signature of the Tenderer on each and every page / paper of the tender documents.

All above documents duly signed and stamp should invariably upload in on line mode i.e on N-Procure. [This is mandatory]

All above documents duly signed and stamp should invariably uploaded in on line mode i.e. on N-Procure.

[9] DGVCL will accept Bank Guarantee issued by the Banks as notified from time to time by the Finance Department, GoG. The bidders, in their own interest, are advised to visit website of Finance Department of Government of Gujarat for details of notified Bank.

If Bank Guarantee(s) is / are submitted of the bank other than banks notified under latest G.R. by finance department of Govt. of Gujarat, it will not be accepted by DGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.

Bidders are requested to note the same.

Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly.

2. Designation of the officers must be mentioned clearly.

3. Place and Date of execution must be mentioned.

4. Official round seal of the bank is mandatory.

“NO STAGewise BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.” CORPORATE GUARANTEES ARE NOT ALLOWED.

[10] The bid (Technical Part Cover Document) which is not opened due to any reason/s in that case the physical bid may not be returned to the bidder (at discretion of DGVCL).

[11] The bidders are requested to submit their bids by on line through our service provider M/s (n) Code Solutions before one day of the due date to avoid complication / dispute at later stage.

[12] In case of any bidder / firm is Stop dealing / Banned for business dealing/ blacklisting by GUVNL or their any subsidiary company in that case the following shall be applicable. Bidders may note:

- The proprietor / all the partners / directors of the stop deal / banned for business dealing / blacklisting firm shall also be considered for stop deal/ banned for business dealing/ blacklist.
- Once the name of the firm and/ or proprietor/ partner/ director of the firm appears in the list of Stop dealing / Banned for business dealing / blacklist in any Company of GUVNL and its Subsidiary Companies,
 - a. No enquiry shall be issued to a firm.
 - b. No bids / tender shall be considered for evaluation and the bid submitted by the Firm shall be returned.
- The following action will be taken, when a Firm and/or proprietor/ partner/ director of the firm is put on Stop dealing/ Banned for business dealing/ blacklisting by GUVNL or any of its subsidiary Companies, during tender process:-
 - a. Before opening Technical bids, the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Preliminary / Technical Bid.
 - b. After opening Technical bid but before opening the price bid, the price bid of the Firm should not be opened and the bid submitted by the Firm will be treated as “Disqualified Bid” and automatically stand as “Rejected Bid” at the time of scrutiny of Technical Bid.

- c. After opening of price bid, the offer of the Firm should be ignored and will not be further evaluated. The Firm will not be considered for issue of order even if its price is the lowest. In this situation, the next lowest bidder shall be considered as L1.
- d. The BG/EMD submitted by the Firm with tender should be returned after obtaining confirmation from GUVNL and its other subsidiary Companies that there are no outstanding dues recoverable from the firm.
- If a Firm is put on Stop dealing / Banned for business dealing/ blacklisting in one Company and is already executing work and/ or Letter of Acceptance/ purchase order awarded to them by another Company, then the firm should be allowed to complete such awarded work / supply.
- The amount of EMD/ SD/ any payment against supply withheld at the instance of GUVNL or any of its subsidiary Companies shall be appropriated against the dues recoverable from the firm by GUVNL or any of its subsidiary Companies. EMD/ SD/ PG in the form of bank Guarantee shall be encashed and appropriated.
- The Stop dealing/ Banned for business dealing/ blacklist shall be Firm- specific and when a Firm is put on Stop dealing/ Banned for business dealing/ blacklist, all the manufacturing works of the Firm shall be on Stop dealing/ Banned for business dealing/ blacklist for GUVNL and its Subsidiary Companies & for all Services of the Firm.
- If the Firm placed on Stop Dealing/ Banned for business dealing/ blacklist is a Proprietary Concern, then all the Concerns of the same Proprietor shall also be considered to be on Stop Dealing/ Banned for business dealing/ blacklist. The Managing Director of the concerned Company may however, if he considers it to be in the interest of the Company, remove the ban in respect of any specific Service / Supply, for his Company only.

[13] Penalty:

As per G.C.C. 26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages at 0.15% for each week or part thereof, of the value of unexecuted works. The value of unexecuted works shall be equal to the difference of 1. The approved value of the surveyed & approved BOQ (inclusive of GST) and 2. The value of executed works (total billed amount only, inclusive of GST) till the time for completion or any extension thereof under GCC clause 40. The aggregate amount of such liquidated damages shall in no event exceed 5% of the value of unexecuted works (inclusive of GST). Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2.

[14] Force Majeure

14.1 "Force Majeure" shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:

- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague
- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or

other natural or physical disaster (f) shortage of labor, materials or utilities were caused by circumstances that are themselves Force Majeure.

14.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

14.3 The Party who has given such notice, unless disputed by the other Party, shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40.

14.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.

14.5 No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall:

- (a) constitute a default or breach of the Contract, or
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC Sub-Clauses 32.2, 38.3 and 38.4 if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

14.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than ninety (90) days or an aggregate period of more than one hundred and eighty (180) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clause 38.5.

14.7 In the event of termination pursuant to GCC Sub-Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Sub-Clauses 42.1.2 and 42.1.3.

14.8 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

[15] UNDERTAKING ON COMPLIANCE OF RFB TERMS & CONDITIONS/BIDDING DOCUMENTS INCLUDING SCOPE OF WORKS AND OTHER RELATED REQUIREMENTS, as per the format prescribed in Form 11 given in section 4 of RFB/bidding document

(To be submitted on Rs.300 Stamp paper instead of Rs.100 issued in the State where Consultant's office is located, duly signed by the authorized signatory)

[16] Submission, Opening and Evaluation:

Submission of Bid:

16.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in **ITB 6.1**. Detailed guidelines for viewing bids and submission of online bids are as per **ITB 6.1** and the website referred therein. A prospective bidder can submit its bid online only for which the bidder (in case of JV, the authorized representative of the JV as per **ITB 19.4**) is required to have enrolment/registration and should have valid Digital Signature Certificate (DSC) as specified in **ITB 6.1** in BDS. The Bidder should go through them carefully and submit its bid, along with the specified documents failing which the bid is liable to be rejected.

16.2 The completed Bid comprising of documents indicated in ITB 10, should be uploaded on the e-procurement portal along with scanned copies of requisite certificates/ documents as are mentioned in different sections in the bidding document. Further, if so specified in ITB 11.3, the Bidders shall ensure submission of hard copy of documents as mentioned therein.

16.3 All the uploaded documents are required to be signed digitally by the bidder.

16.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive.

Public Opening of Technical Parts of Bids

1. The Employer shall, at the Bid opening, publicly open online the Technical Parts of all Bids, except as in the cases specified in **ITB 22** and **ITB 23.2**, received by the deadline of bid submissions as specified in **ITB 21**, at the date, time and place specified in the **BDS** in the presence of Bidders' designated representatives who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. Bidder's names, and such other details as the Employer may consider appropriate will be notified by the Employer at the time of bid opening.
2. Only Technical Parts of Bids that are opened at Bid opening of Technical Parts shall be considered further for evaluation.
3. At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except the cases, in accordance with ITB 22 and ITB 23.2).
4. The Employer shall prepare a record of the Bid opening, that shall include, as a minimum:
 - (a) the name of the Bidder; and
 - (b) the presence or absence of a Bid Security (EMD) or a Bid-Securing Declaration.
5. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

Evaluation of Bid:

Evaluation of Technical Parts:

In evaluating the Technical Parts of each Bid, the Employer shall use the requirements, criteria and methodologies mentioned and specified in **Section 2**, **Section 3** and **Section 6**.

The Employer shall, inter alia, carry out the Technical Evaluation as per **ITB29.3**, and determine to its satisfaction:

- (a) whether the Bidders comply with the Eligibility Requirements, have offered eligible Plant and Installation Services in their Bids, as specified in **ITB 3** and **Section 2**;
- (b) whether the Bidders meet the Qualification Requirement as specified in ITB 3 and Section 2. (The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16 read in conjunction with ITB 26. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm different from the Bidder that submitted the Bid except if provided in the specified Qualification Requirement itself.); and
- (c) whether the Bids submitted by the Bidders complying with the requirements specified in (a), and (b) above have been determined to be substantially responsive to the RFB/bidding document, as per ITB 30.

Technical Evaluation.

The Employer will carry out a detailed technical evaluation of the Bids not previously rejected to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in **Section 2** and/ or **Section 6**; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;

- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in the RFB/ bidding document.

At this stage, a Bid shall be rejected if the determination on any one of the aspects listed in ITB 29.2 (a), (b) and (c) above, is not in the affirmative. All other Bids shall be considered for further evaluation.

It shall be sole responsibility of the bidder that the uploaded original scanned documents (in PDF form) remain legible and should not be password protected.

Section – 2: Eligibility and Qualification Requirements

1. Eligibility Requirements:

Technical Part of the Bid shall be evaluated, inter alia, as per **Section 3** based on their responsiveness to and Bidder's compliance with the Eligibility Requirements specified herein below:

- 1.1. Only firm that is a private entity, a state-owned entity, or an institution, legally established in India to undertake Design, Supply, Installation, Testing & Commissioning of the works mentioned in the scope of works under this RFB Document/ bidding document are eligible to bid (submit their Bid in response to RFB Notice/ NIT). The Bidder (alternatively referred to as the Contractor/Bidder) may be a proprietorship concern or a partnership firm operating in India, or a registered entity in India under the Companies Act, 1956, 2013 or LLP Act.
- 1.2. Any combination of such entities eligible as per 1.1 above, is also eligible to bid in the form of a joint venture (JV) as defined in **Section 3**, under an existing agreement. In the case of a joint venture, the number of members of the JV shall not exceed 03 (three) and all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of all the members of the JV during the Bidding process and, in the event the JV is awarded the Contract, during contract execution.

In case of JV, the bidding JV (also referred to as the Bidder) shall submit a Joint Deed of Undertaking in Technical Part of its bid, as per the format enclosed in **Section 4** of the RFB/ bidding document. No change in the structure / constitution of the JV shall be permitted at any stage during bidding or execution of the Contract in the event of award.

- 1.3. As an exception to the foregoing Clause 1.1 & 1.2 above:
 - a. **Sanctions:** Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause 1.2 above, blacklisted by the Employer/ CPSEs or any of their subsidiaries / Government of India/ Government of Gujarat / any Regulatory Authority, as on the date of submission of Bid, are not eligible to bid.
 - b. **Suspension:** Firm, which includes any of the JV members in case of bidding Joint Venture as per Clause 1.2 above, under suspension by the Employer as the result of the operation of a Bid-Securing Declaration or Proposal-Securing Declaration, shall not be eligible to bid.
 - c. **Prohibitions:** Firms, which includes any of the JV members in case of bidding Joint Venture as per Clause 1.2 above, and individuals of a country or goods/ works/ services manufactured/ produced in a country

shall be ineligible, if as a matter of law or official regulations, the Government of India prohibits commercial relations with that country.

1.4. To be eligible to bid, the Bidders must ensure compliance to the following, failing which they shall not be eligible:

Restrictions under Rule 144 (xi) of GFR 2017: Restrictions on procurement from a bidder of a country which shares a land border with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority.*
- II. "Bidder" (Seller / Service Provider) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.*
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order/ Rule means:*
 - a. An entity incorporated, established, or registered in such a country; or*
 - b. A subsidiary of an entity incorporated, established, or registered in such a country; or*
 - c. An entity substantially controlled through entities incorporated, established, or registered in such a country; or*
 - d. An entity whose beneficial owner is situated in such a country; or*
 - e. An Indian (or other) agent of such an entity; or*
 - f. A natural person who is a citizen of such a country; or*
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above*
- IV. The beneficial owner for the purpose of (iii) above will be as under:*
 - 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means. Explanation—*
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;*
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*
 - 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;*
 - 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*

5. *In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*
- V. *An Agent is a person employed to do any act for another, or to represent another in dealings with third person.*
- VI. *The successful bidder shall not be allowed to sub-contract works to any Contractor/Bidder from a country which shares a land border with India unless such Contractor/Bidder is registered with the Competent Authority.*

1.5. Only 'Class –I local supplier' are eligible to bid in line with the following:

- (i) Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated **16/09/2020** (PPP-MII Order),
- (ii) # 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 issued by Ministry of Power (MoP Order)
Or
Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued by Department of Telecommunications (DoT), Ministry of Communications, Government of India, vide Notification dated 29.08.2018 (DoT Order)
Or
[Public Procurement (Preference to Make in India) Order related any other Order issued by a Nodal Ministry which is applicable to the procurement]

<# Choose as applicable while preparing bidding documents >

and any subsequent modifications/Amendments, if any.

As per the aforesaid orders:

'Class –I local supplier' means a supplier or service provider , whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. Presently, the local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%*.

Further, for the purpose of purchase preference under the PPP-MII Order:

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

The ['Class –I local supplier' shall give a self-certification in its Technical part of the Bid in the format given in **Section 4** of RFB document, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class –I local supplier', as the case may be, and shall give details of the location(s) at which value addition is made. Further, in case of procurement above Rs. 10 Crore, the 'Class –I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. False declaration regarding Local Content by

the bidder shall be a transgression of Integrity Pact, if applicable, and as per clause ITB 2 of Section, RFB document, and action shall be taken in accordance therewith and in line with the provisions of the above Orders. Further, in case of price reduction duringe-Reverse Auction, if envisaged as per Section 3 of RFB document, or for any other reason including matching L1 price pursuant to the purchase preference extended, the revised prices shall be so as to ensure that classification of the bidder 'Class –I local supplier' remains unchanged.

1.6. Employer reserves the right to request for any additional information and reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete, or the Bidder is found not qualified to satisfactorily perform the Contract.

1.7. For the purposes of these Bidding Documents, the words "facilities," "plant and equipment," "installation services," etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.

2. Qualification Requirements

2.1. Technical:

2.1.1. For the purpose of this particular bid, bidder shall meet the following minimum criteria in past 7 years (up to last completed financial year):

Experience in similar work (as per clause 2.1.3 mentioned below) erecting, testing and commissioning of (11 KV & above voltage class) caballing works either turnkey or partial turnkey in any under Public electrical utility of Central or State Govt. in India / Government Sector / Power Utility (Government or Private) / Power sector PSUs & Power Sector CPSUs / Any Private or Government power generating or transmitting company/ work completion certificate (showing amount of actual work completed) and said system / project is performing satisfactorily as on submission of bid, from respective authority / client, as per below criteria

The works under the above contract should be completed works only.

i. Experience in similar work (as per clause 2.1.3 mentioned below) under single contract, costing not less than **the amount equal to 70% of the estimated amount of the project** The works under the above contract should be completed works only.

Or

ii. Experience in similar works (as per clause 2.1.3 mentioned below) under two contracts, each costing not less than **the amount equal to 40% of the estimated amount of the project**. The works under the above two contracts should be completed works only.

Or

iii. Experience in similar works (as per clause 2.1.3 mentioned below) under three contracts, each costing not less than **the amount equal to 30% of the estimated amount of the project**. The works under the above three contracts should be completed works only.

2.1.2. Collectively the JV partners should meet the criteria of projects mentioned in 2.1.1 above. However, each JV partner should have completed at least 1 contract costing not less than **the amount equal to 30% of the estimated amount of the project**.

For illustration, the various cases possible, along with the number of contracts and the minimum amounts for each of scenarios are shown below:

Case 1: JV of two (2) partners

| Scenario | | Partner 1 | Partner 2 |
|---|----|---|---------------------------------------|
| 1. One partner fully meets the qualification requirements | A) | 1 contract of minimum 70% of the cost | 1 contract of minimum 30% of the cost |
| | B) | 2 contracts, each of minimum 40% of the cost | 1 contract of minimum 30% of the cost |
| | C) | 3 contracts, each of minimum 30% each of the cost | 1 contract of minimum 30% of the cost |
| 2. Both partners put together meet the qualification requirements | A) | 1 contract of minimum 40% of the cost | 1 contract of minimum 40% of the cost |
| | B) | 2 contracts of minimum 30% of the cost | 1 contract of minimum 30% of the cost |

Case 2: JV of three (3) partners

| Scenario | | Partner 1 | Partner 2 | Partner 3 |
|--|----|---|---------------------------------------|---------------------------------------|
| 1. One partner fully meets the qualification requirements | A) | 1 contract of minimum 70% of the cost | 1 contract of minimum 30% of the cost | 1 contract of minimum 30% of the cost |
| | B) | 2 contracts, each of minimum 40% of the cost | 1 contract of minimum 30% of the cost | 1 contract of minimum 30% of the cost |
| | C) | 3 contracts, each of minimum 30% each of the cost | 1 contract of minimum 30% of the cost | 1 contract of minimum 30% of the cost |
| 2. All partners put together meet the qualification requirements | A) | 1 contract of minimum 40% of the cost | 1 contract of minimum 40% of the cost | 1 contract of minimum 30% of the cost |
| | B) | 1 contract of minimum 30% of the cost | 1 contract of minimum 30% of the cost | 1 contract of minimum 30% of the cost |

2.1.3. For the purposes of satisfaction of Technical Requirement, similar works refers to:

Project(s) execution in one or more sectors below:-

- 1) Electrical Transmission sector
- 2) Sub-transmission sector
- 3) Electrical distribution sector
- 4) Railway Track electrification work (Transmission/Sub transmission/Distribution)
- 5) In above sectors, type of construction works undertaken should be of the nature of one or more of the following:-
 - a) RMU installation
 - b) HT/LT Underground cable laying
 - c) Overhead HT/LT line using Various Capacity Of XLPE cable
 - d) Overhead HT line using 55/100 mm² open conductor or 150/120/95/70 mm² HT ABC
 - e) Shifting of Electrical lines including O/H and U/G (LT, HT & Transformers)
 - f) EHT lines
 - g) HT lines
 - h) LT lines
 - i) Distribution Transformers

j) Substations

Notwithstanding the clause 2.1.3(a) above, experience in only LT lines would not be considered eligible.

2.1.4. The experience of the bidder as part of Joint venture or consortium or a sub- Contractor/Bidder will be considered for the purpose of evaluation as per the clause 2.1.1, 2.1.2 and 2.1.3 above only in case where the bidder is able to provide approval/acceptance of the mentioned works from the end-customer or the distribution company whichever is applicable.

2.2. Financial/ Commercial:

2.2.1. The Net Worth of the bidder must be positive for the each of the last three Financial Years. Net worth means the sum total of the paid up capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss account for current year) and intangible assets.

2.2.2. Minimum Average Annual Turnover (MAAT) of the Bidder for best three years out of last five financial years of the bidder should not be less than **amount equal to 30% of the estimated cost of the project** rounded off up to two decimal places.

2.2.3. Bidder must have liquid assets (LA) and/ or evidence of access to or availability of fund-based credit facilities of not less than **amount equal to 10% of the estimated cost of the project** rounded off up to two decimal places> and the Banker should confirm that the Credit facility is earmarked for the Works specified under Bid on receipt of the Bid. Liquid Assets would include unincumbered cash (and equivalents), bank deposits with maturity less than 365 days, securities that can be freely traded or maturity less than 365 days and receivables which has general certainty of getting received minus payables which has general certainty of getting paid.

2.2.4. In case a bid is submitted by a Joint Venture (JV), all the partners of the JV shall meet, individually, the qualification set forth at para 2.2.1 above and collectively the requirement of para 2.2.2 & 2.2.3 above. The figures for each of the partner of the joint venture shall be added together to determine the bidder's compliance with the minimum qualifying criteria set out in para 2.2.2 & 2.2.3 above; however in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

2.2.4.1. At least one partner (lead partner) shall meet, not less than 40% of the minimum criteria given at Para 2.2.2 & 2.2.3 above.

AND

2.2.4.2. Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 2.2.2 & 2.2.3 above.

2.2.5. Failure to comply with requirement mentioned in 2.2.4 will result in rejection of the Joint Venture's bid.

2.2.6. The lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shall be evidenced by submitting in Technical Part of its bid, a power of attorney signed by legally authorized signatories of all the partners as per proforma in Section 4 of the RFB/ bidding documents

- 2.2.7. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a copy of the agreement entered into by the Joint Venture partners having such a provision shall be submitted with the Technical Part of the bid. A statement to this effect shall be included in the authorization mentioned under para 2.2.6 above as well as in the Bid Form and in the Contract Form (in case of a successful bid);
- 2.2.8. The Bidder shall also furnish following documents/details with Technical Part of its bid:
- 2.2.8.1. A certificate from banker (as per specified format) indicating various fund-based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary, the employer may make queries with the Bidders' bankers.
- 2.2.8.2. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid. In case audited statements of the last financial year are not available the audited statements of the preceding five years can be submitted.
- 2.2.8.3. Note:
- 2.2.8.3.1. In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.
- 2.2.8.3.2. Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note - 2.2.8. 3.1 above certifying that these information/documents are based on the audited accounts, as the case may be.
- 2.2.8.4. Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.
- 2.2.8.5. Work experiences of the bidder as per above shall be considered only if the works have been executed under Govt./Semi-Govt./autonomous body of Central/State Govt./Electricity Power Utility/Power Deptt. in India only.
- 2.2.8.6. The bidder should meet the necessary license class requirements as applicable for the execution of works in this RFB. However in case the bidder does not hold the license for the given State, then the bidder should possess the equivalent license for any one State in India and post-award the bidder is required to acquire the necessary license for the given State within a period of two months. In case bid is submitted by Joint Venture, all partners whose scope as per the delineation of responsibilities amongst JV partners includes execution of Works or part thereof at Site, should possess and/or acquire the necessary license as stated above.

Section - 3 : Instructions to Bidders and Bid Data Sheet

| A. Instructions to Bidders General | |
|---|---|
| 1. Scope of Bid and Definitions | <p>1.1 In connection with the Notice Inviting Tenders (NIT)/ Request for Bids (RFB) Notice specified in Bid Data Sheet, the Employer (named in the Bid Data Sheet) issues this RFB/ Bidding Document for the Design, Supply, and Installation of Plant (also referred to as the Scope of Work), as specified in Section 6, Employer's Requirement. The name and identification of the package for award of contract under this NIT/RFB is specified in Bid Data Sheet.</p> |
| | <p>1.2 Throughout this bidding document:</p> |
| | <p>(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Bidder.</p> |
| | <p>(b) "Applicable Law" means the laws and any other instruments having the force of law in India, as may be issued and in force from time to time.</p> |
| | <p>(c) 'Employer'/ 'Utility' means the entity, as briefly described in Bid Data Sheet, that has issued the Request for Bids for award of the Contract for the Design, Supply, and Installation of Plant (also referred to as the Scope of Work), as specified in Section 6, Employer's Requirement.</p> |
| | <p>(d) "Bid" means the Technical Part (first Part) and the Financial Part (Second Part) of its bid submitted by the Bidder who participates in the bidding in response to Notice Inviting Tenders (NIT)/ Request for Bids (RFB) Notice. It is alternatively also referred to as the tender.</p> |
| | <p>(e) "Bid Data Sheet (BDS)" means an integral part of the Instructions to Bidders (ITB) Section 3, that is used to reflect issues, details and conditions specific to the procurement, to supplement and/or modify the provisions of ITB.</p> |

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| | <p>(f) “Bidder” means a legally established professional firm or an entity that may submit its Bid to the Employer in response to the RFB Notice/ NIT issued by the Employer, to provide/ provision the Plant to the Employer.</p> |
| | <p>(g) “Contract” means a legally binding written instrument entered between the Employer/ Utility and the successful Bidder, in the manner and in accordance with the RFB document/ bidding documents, for the Design, Supply, Installaction, Testing & Commissioning of Plant (also referred to as the Scope of Work), and includes the Letter of Acceptance/ Notification of Award, the Contract Agreement, the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices and the documents attached thereto.</p> |
| | <p>(h) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of Employer. It excludes Employer’s official public holidays.</p> |
| | <p>(i) “Government” means the government of India, State Government or Local Government as applicable.</p> |
| | <p>(j) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including that distributed or received through the electronic-procurement system used by Employer).</p> |
| | <p>(k) “Plant”, “Installation Services”, “Facilities” (also referred hereinafter as “Works”) used herein shall have the same meaning as ascribed to them in Section 7.</p> |
| | <p>(l) “ITB” (this Section 3 of the RFB/ Bidding Documents) means the Instructions to Bidders that, along with other Sections, provides the Bidders with all information needed to prepare and submit their Bids.</p> |
| | <p>(m) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity/ firm where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to Employer for the performance of the Contract. Whether or not bidding by Joint Venture is permitted, is specified in BDS and in Section 2.</p> |
| | <p>(n) “RFB” means the Request for Bids issued by Employer for the selection of the successful Bidder from amongst the bids submitted by bidders(s) who bid against and in response to the Request for Bids Notice (alternatively referred to as Notice Inviting Tenders (NIT)) under Two Part Single Stage Bidding Process and to Online mode.</p> |
| | <p>(o) “Sub-contractor” means an entity to whom the Contractor subcontracts any part of the Works as per the applicable provisions of the Contract while the Contractor remains responsible to Employer for the whole and successful performance of the Contract.</p> |

| | |
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| | (p) Capitalised terms used herein but not defined specifically shall have the meaning as ascribed to them in Section 5 and Section 6, and elsewhere in RFB/bidding Document. |
| | (q) if the context so requires, “singular” means “plural” and vice versa. |
| 2. Fraud and Corruption | 2.1 The Employer requires compliance with the Anti- Corruption Guidelines/ Laws in force of the relevant Government/ its instrumentalities/ Utility. |
| | 2.2 Bidders are also required to sign and furnish in the Bid, duly signed Integrity Pact if so specified in ITB 10.2.8 . |
| 3. Eligibility, Qualification Requirements | 3.1 The eligibility and qualification requirements against the RFB are given in Section 2 , for the Bidders and the Plant/ Installation Services/ Works |
| | . Bids, if any, from Bidders and/or offering Plant/ Installation Services/ Works not complying with the same shall be out rightly rejected and shall not be considered for evaluation |
| | 3.2 Bids submitted by the Bidders shall be evaluated to ascertain their compliance with Eligibility and Qualification Requirements, based on the details/ information/ documentary evidence pertaining to the same to be submitted in the Technical Part, as specified in ITB. All Bidders shall provide in Section 4 , Bidding Forms, requisite details, and documents in support of meeting the Eligibility and Qualification Requirements. A Bid shall be rejected if the Bidder submitting the Bid, fails to meet the Eligibility and Qualification Requirements. Bids submitted by those Bidders who meet the Eligibility and Qualification Requirements shall be shortlisted for further evaluation of their bids. |
| | 3.3 A Bidder shall provide such additional documentary evidence of eligibility and/or qualification satisfactory to the Employer, as the Employer shall reasonably request. |
| 4. Conflict of Interest | 4.1 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this Bidding process, if the Bidder: |
| | (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or |
| | (b) receives or has received any direct or indirect subsidy from another Bidder; or |
| | (c) has the same legal representative as another Bidder; or |
| | (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the Bid of another Bidder, or influence the decisions of the Employer regarding this Bidding process; or |
| | (e) any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the Bid; or |
| | (f) any of its affiliates has been hired (or is proposed to be hired) by the Employer for the Contract implementation; or |

| | |
|---|--|
| | <p>(g) has a close business or family relationship with a professional staff of the Utility (or of the project implementing agency) who: (i) are directly or indirectly involved in the preparation of the bidding document or specifications of the Contract, and/or the Bid evaluation process of such Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Employer throughout the Bidding process and execution of the Contract.</p> <p>4.2 A firm that is a Bidder (either individually or as a JV member) shall not participate as a Bidder or as JV member in more than one Bid. Such participation shall result in the disqualification of all Bids in which the firm is involved. However, this does not limit the participation of a Bidder as subcontractor in another Bid or of a firm as a subcontractor in more than one Bid.</p> |
| B. Contents of Bidding Document | |
| 5. Sections of Bidding Document | 5.1 The bidding document (also referred to as the RFB document) consist of Parts 1, 2, and 3, which include all the sections indicated below, and should be read in conjunction with any Addenda/ Corrigenda/ Amendments issued in accordance with ITB 7. |
| | PART 1 Bidding Procedures and Requirements |
| | · Section 1 - Request for Bids Notice |
| | · Section 2 - Eligibility and Qualification Requirements |
| | · Section 3 - Instructions to Bidders and Bid Data Sheet |
| | · Section 4 - Bidding Forms - Technical Part of the Bid |
| | · Section 5- Bidding Forms - Financial Part of the Bid |
| | PART 2 Employer's Requirements |
| | · Section 6 – Employer's Requirement |
| | PART 3 Conditions of Contract and Contract Forms |
| | · Section 7 - Conditions of Contract |
| | · Section 8 - Contract Forms |
| | 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding document and to furnish with its Bid, all information or documentation as is required by the RFB/ bidding document. |
| 6. Bidding Process Management, Clarification of the Bidding Document, Site Visit and Pre-Bid Meeting | |

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| a) Electronic Procurement | 6.1 Electronic- Bidding System (also referred to as e- Procurement or e- Tendering system) as specified in the BDS shall be used to manage the bidding process. Only the Bids which are submitted and received through the specified system in conformity with the procedures and requirements specified of ITB and BDS shall be considered. |
| b) Clarifications to Bidding Documents | 6.2 The electronic- bidding system specified in the ITB 6.1 provides for online clarifications. A Bidder requiring any clarification of the bidding document may notify the Employer online or through any other mode if so specified in BDS. Clarifications requested through any other mode shall not be considered by the Employer. The Employer will respond to any request for clarification, provided that such request is received prior to the deadline for submission of Bids within a period specified in the BDS. Description of clarification sought, and the response of the Employer shall be uploaded for information of all Bidders without identifying the source of request for clarification. Should the clarification result in changes to the essential elements of the bidding document, the Employer shall amend the bidding document following the procedure under ITB 7 and ITB 21.2. |
| c) Site Visit | <p>6.3 The Bidder is advised to visit and examine the Site where the Plant is to be installed/ Works are to be provided, and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid and entering into a contract for provision of Plant and Installation Services/ construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.</p> <p>6.4 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.</p> |
| d) Pre-Bid Meeting | <p>6.5 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-Bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.</p> <p>6.6 The Bidder is requested to submit any questions in writing, to reach the Employer not later than one day before the meeting.</p> |

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| | <p>6.7 Minutes of the pre-Bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be notified online through electronic-bidding system. Any modification to the bidding document that may become necessary as a result of the pre-Bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 7 and not through the minutes of the pre-Bid meeting. Nonattendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.</p> |
| 7. Addenda/ Corrigendum/Amendment of Bidding Document | <p>7.1 At any time prior to the deadline for submission of Bids, the Employer may amend the bidding document by issuing addenda/ corrigendum/ amendment. The addendum/ corrigendum/ amendment will be in writing and appear on the e-procurement system and through email notification automatically sent to those bidders who have started working on the procurement, or as otherwise specified in BDS.</p> |
| | <p>7.2 Any addendum/ corrigendum/ amendment issued shall be part of the bidding document and shall be deemed to have been communicated to all the bidders.</p> |
| | <p>7.3 To give prospective Bidders reasonable time in which to take an addendum/ corrigendum/ amendment into account in preparing their Bids, the Employer may, at its discretion, extend the deadline for the submission of Bids, pursuant to ITB 21.2.</p> |
| C. Preparation of Bids | |
| 8. Cost of Bidding | <p>8.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.</p> |
| 9. Language of Bid | <p>9.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the Bid, such translation shall govern.</p> |
| 10. Documents comprising Bid | <p>10.1 Under the Single Stage Two Part bidding process, the Bid shall comprise two Parts, namely the Technical Part and the Financial Part. These two Parts shall be submitted by the Bidder simultaneously in online. Original Tender Fee (if not paid through online mode) and Original Bank Guarantee towards Bid Security (EMD) (if not paid through online mode) to be submitted in physical mode only by Registered Post A.D. or Speed Post. (Mandatory)</p> |
| | <p>10.2 The Technical Part shall contain the following:</p> |
| | <p>10.2.1 Letter of Bid - Technical Part: prepared in accordance with ITB 11;</p> |

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| | <p>10.2.2 Bid Security (EMD) or Bid-Securing Declaration: in accordance with ITB 18, prepared using the relevant form furnished in Section 4 - Bidding Forms - Technical Part of the Bid</p> <p>10.2.3 Authorization: Document authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 19.3 or ITB 19.4, as may be applicable, prepared using the bidder's own format;</p> <p>10.2.4 Bidder's Eligibility: documentary evidence in accordance with ITB 16.1 establishing the Bidder's eligibility to Bid as per the requirements specified in Section2/ Section3;</p> <p>10.2.5 Qualifications: documentary evidence in accordance with ITB 16.2 establishing the Bidder's compliance to the Qualifications Requirements specified in Section 2/ Section 3, along with duly filled in form for compliance of Qualification Requirements, furnished in Section 4 - Bidding Forms - Technical Part of the Bid;</p> <p>10.2.6 Eligibility of Goods/ Works/ Plant and Installation Services: documentary evidence in accordance with ITB 16.1, establishing the eligibility of the Works to be supplied by the Bidder;</p> <p>10.2.7 Conformity: Undertaking on Compliance of terms & conditions of the Bidding Documents including Scope of Services and other related requirements, towards documentary evidence in accordance with ITB 15.1, prepared using the relevant form furnished in Section 4 - Bidding Forms - Technical Part of the Bid; and</p> <p>10.2.8 any other document if required as per BDS.</p> <p>10.2.9 In addition to the requirements as aforesaid, Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members, a Joint Deed of Undertaking and Power of Attorney. The Joint Deed of Undertaking and the Power of Attorney shall be prepared using the relevant form furnished in Section 4 - Bidding Forms - Technical Part of the Bid</p> <p>10.3 The Financial Part shall contain the following:</p> <p>10.3.1 Deleted</p> <p>10.3.2 Price Schedules: completed prepared in accordance with ITB 11, ITB 13 and ITB 14;</p> <p>10.3.3 any other document if required in BDS.</p> <p>10.4 The Technical Part shall not include any financial information related to the Bid price. Where material financial information related to the Bid price is contained in the Technical Part the Bid shall be declared non-responsive.</p> |
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| 11. Process of Bid Submission | <p>11.1 The Letter of Bid – Technical Part shall be prepared using the relevant forms furnished in Section 4 - Bidding Forms - Technical Part of the Bid. The priced Schedules for the Plant and Installation Services/ Works shall be prepared using the relevant forms furnished in Section 5 - Bidding Forms - Financial Part of the Bid. The forms must be completed without any alterations to the text, except as provided under ITB 19.3 for which the bidder can use its own format. All blank spaces shall be filled in with the information requested.</p> <p>11.2 Entire Bid as per ITB 10 including the Letters of Bid and filled-up priced Schedules for the Plant and Installation Services/ Works, shall be submitted online on e-procurement system specified in ITB 6.1. Details and process of online submission of the Bid/ tender and relevant documents are given in ITB 6.1 and the concerned website referred therein.</p> <p>11.3 Submission of Original Documents: The Bidders are also required to separately submit the hard copy of the documents, if any mentioned in BDS , at Employer’s address specified in BDS, so as to reach the office before the opening of the Technical Part of the Bid, either by registered/speed post/courier or by hand, failing which the bids are liable to be declared non-responsive.</p> <p>11.4 Hard copy of rest of the Bid or any document, other than those specified in ITB 11.3 are not to be submitted. Employer may, however, seek submission of hard copy of any of the other documents forming part of the Bid or any other supporting/ related document from any of the bidders during the process of evaluation of the Bids, without permitting change in substance of the Bid.</p> |
| 12. Alternative Bids | <p>12.1 Alternative Bids are not permitted and shall not be considered.</p> |
| 13. Bid prices and Discounts | <p>13.1 Unless otherwise specified in the BDS, Bidders shall quote for the entire Plant and Installation Services on a “single responsibility” basis. The total Bid price shall include all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding document in respect of the design, engineering, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Plant. This includes all requirements under the Contractor’s responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the bidding document, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as specified in the bidding document, all in accordance with the requirements of the bidding documents.</p> <p>13.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding document.</p> <p>13.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section 5. Bidding Forms – Financial Part of the Bid.</p> |

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| | <p>13.4 Depending on the Scope of the Work and the Contract, the Price Schedules shall comprise the schedules listed below. Bidders shall note that the plant and equipment included in Schedule Nos. 1 exclude materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 2, Installation Services. The Schedules comprise:</p> |
| | <p>Schedule No. 1: Supply & Installation of Plant</p> |
| | <p>13.6 The prices shall be either fixed or adjustable as specified in the BDS.</p> |
| | <p>13.7 In the case of Fixed Price, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.</p> |
| | <p>13.8 In the case of Adjustable Price, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor/Bidder's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A Bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. If not already specified in Appendix to the Contract Agreement stated above, bidders are required to indicate the source of labor and material indices in the corresponding Form in Section 4. Bidding Forms – Technical Part of the Bid.</p> |
| | <p>13.8.1 the Bidder shall be free to use transportation through carriers registered in India. Similarly, the Bidder may obtain insurance services from India.</p> |
| | <p>13.9 Bidders wishing to offer any unconditional price reduction (discount) for the award of the package (Contract), shall specify in their Letter of Bid the price reduction applicable to such package, and the manner in which the price reductions will apply. Any conditional discount shall not be considered for evaluation, however, the Employer may consider the same in case of award of Contract on the Bidder.</p> |
| | <p>13.10 The total amount as per ITB 13.5.1 (i) and ITB 13.5.2 (i), from Schedule No.1, corresponding to the Plant and Installation Services, respectively and aggregated giving the total Bid price(s) of the Bidder, excluding GST and excluding any reduction/ discount offered, shall be brought/ carried forward and entered in the Letter of Bid. Considering reduction/ discount as per ITB 13.9 and ITB 13.10 (if applicable), if offered, it shall constitute the quoted Bid price of the Bidder, excluding GST.</p> |

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| | <p>13.11 The total amount towards GST, that is aggregate of the amount quoted separately by the bidder as per ITB 13.5.1 (ii) and ITB 13.5.2 (ii), shall be considered for evaluation and comparison of bids if so specified in ITB 32.1 (e), and it shall be payable/ reimbursable to the Bidder, in the event of award of contract, as specified in BDS.</p> |
| 14. Currencies of Bid and Payment | <p>14.1 The prices shall be quoted by the Bidder, and shall be paid for by the Employer, entirely in Indian Rupees.</p> |
| 15. Documents Establishing the Conformity of the Plant and Installation Services/ Works | <p>15.1 To establish the conformity of the Plant and Installation Services/ Works to the bidding document, the Bidder shall furnish as part of its Bid an Undertaking on Compliance of terms & conditions of the Bidding Documents including Scope of Work, conformance of Plant and Installation Services/ Works to the technical specifications and standards specified in Section 6, Employer's Requirement as well as other related requirements, in the Technical Part of the bid as specified in ITB 10.2.7, as per the format given in Section 4 - Bidding Forms - Technical Part of the Bid.</p> |
| | <p>15.2 Wherever and if specified in Section 6 - Employer's Requirement, the bidder shall also submit documentary evidence in the form of literature, drawings or data, and a detailed item by item description of the essential technical characteristics of the Plant and Installation Services/ Works, demonstrating substantial responsiveness of the Plant and Installation Services/ Works to the technical specification.</p> |
| | <p>15.3 Wherever and if specified in Section 6 , Employer's Requirement, the Bidder shall furnish in technical proposal a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section 4, Bidding Forms – Technical Part of the Bid, in sufficient detail to demonstrate the adequacy of the Bidder's proposal to meet the Employer's Requirements and the Time for Completion of the Plant and Installation Services/ Works.</p> |
| | <p>15.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Employer in the Employer's Requirement, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Employer's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section 6, Employer's Requirement.</p> |

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| | <p>15.5 For major items of Plant and Installation Services if and as listed by the Employer in Section 2, Eligibility and Qualification Requirements and Section 6, Employer's Requirement, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its Bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices, on this account, will be permitted.</p> <p>15.6 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of Section 2 and Section 6.</p> |
| <p>16. Documents Establishing the Eligibility and Qualifications of the Bidder and Eligibility of Plant and Installation Services</p> | <p>16.1 To establish Bidder's eligibility and eligibility of Plants and Installation Services/ Works in accordance with ITB 3 and Section 2, Eligibility Requirements, Bidders shall complete the Letter of Bid – Technical Part, and other forms included in Section 4 - Bidding Forms - Technical Part of the Bid.</p> <p>16.2 The documentary evidence of the Bidder's eligibility and qualifications, and eligibility of Plant and Installation Services, to be furnished as per Section 4 - Bidding Forms - Technical Part of the Bid, for the Bidder to be considered for award of the Contract, shall establish to the Employer's satisfaction that the Bidder meets each of the Eligibility and Qualification Requirements and establishes eligibility of Plant and Installation Services/ Works, specified in ITB 3 and Section 2.</p> |
| <p>17. Period of Validity of Bids</p> | <p>17.1 Bids shall remain valid until the date specified in the BDS or any extended date if amended by the Employer in accordance with ITB 7. The Bid Validity period starts from the Bid submission deadline (as prescribed by the Employer in accordance with ITB 21.1). A Bid that is not valid until the date specified in the BDS, or any extended date if amended by the Employer in accordance with ITB 7, shall be rejected by the Employer as nonresponsive.</p> <p>17.2 In exceptional circumstances, prior to the expiry of the Bid validity, the Employer may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security (EMD) is requested (in accordance with ITB 18), it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security (EMD). A Bidder granting the request shall not be required or permitted to modify its Bid, except as provided in this ITB 17.2.</p> |
| <p>18. Bid Security (EMD)/ Bid Securing Declaration</p> | <p>18.1 Unless otherwise the provision for submission of Bid Securing Declaration is specified in the BDS, the Bidder shall furnish as part of the Technical part of its Bid, a Bid Security (EMD) in original form, and in the amount specified in the BDS.</p> |

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| 18.2 | If a Bid Security (EMD) is specified pursuant to ITB 18.1 , the Bid Security (EMD) shall be a demand guarantee, and in any of the following forms at the Bidder's option: |
| (a) | an unconditional guarantee issued by the Bank which is recognized/notified by Finance Department, Government of Gujarat (GoG) from time to time; |
| (b) | a cashier's or certified check or demand draft from a Nationalized/ Scheduled commercial bank located in India; or |
| (c) | another form security, if specified in the BDS. |
| | In the case of a bank guarantee, the Bid Security (EMD) shall be submitted using the Bid Security (EMD) Form included in Section 4, Bidding Forms - Technical Part of the Bid. The form must include the complete name of the Bidder. The Bid Security (EMD) shall be valid for ninety (90) days beyond the original validity period of the Bid, or beyond any period of extension if requested under ITB 17.2 . |
| 18.3 | If a Bid Security (EMD) is specified pursuant to ITB 18.1 , any Bid not accompanied by a substantially responsive Bid Security (EMD) shall be rejected by the Employer as non-responsive. |
| 18.4 | If a Bid Security (EMD) is specified pursuant to ITB 18.1 , the Bid Security (EMD) of unsuccessful Bidders shall be returned as promptly as possible upon the successful bidder's signing the contract and furnishing the Performance Security pursuant to ITB 43 and ITB 45 . |
| 18.5 | The Bid Security (EMD) of the successful bidder shall be returned as promptly as possible once the successful bidder has signed the Contract and furnished the required Performance Security. |
| 18.6 | The Bid Security (EMD) may be forfeited, or action may be taken as per the Bid Securing Declaration: |
| (a) | if a Bidder withdraws/modifies/substitutes its Bid during the period of Bid validity specified by the Bidder in the Letter of Bid - Technical Part, or any extension thereto provided by the Bidder; or if the Bidder does not accept the correction of its Bid Price pursuant to ITB 33; or |
| (b) | if the successful Bidder fails to: |
| (i) | sign the Contract in accordance with ITB 43 ; or |
| (ii) | furnish a performance security in accordance with ITB 44 . |
| 18.7 | The Bid Security (EMD) or the Bid-Securing Declaration of a JV shall be in the name of the JV that submits the Bid. |
| 18.8 | If a Bid Security (EMD) is not specified pursuant to ITB 18.1 and Bid Securing Declaration is specified: and |
| (a) | if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 17.2 ; or |
| (b) | if the successful Bidder fails to: |
| (i) | sign the Contract in accordance with ITB 43; or |

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| | <p>(ii) furnish a Performance Security in accordance with ITB 44;</p> <p>the Employer may, declare the Bidder disqualified to be awarded a contract by the Employer for a period of time as stated in the BDS.</p> |
| 19. Format and Signing of Bid | 19.1 The Bidder shall prepare the Bid, in accordance with ITB 10 . |
| | 19.2 Bidders shall mark as “CONFIDENTIAL” information in their Bids which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information. |
| | 19.3 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall be in the form of the document as specified in BDS and shall be submitted/ uploaded along with the Bid as per ITB 11 . |
| | 19.4 In the case that the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives, which shall be submitted/ uploaded along with the Bid as per ITB 11 . |
| | 19.5 Corrections, if any, can be carried out by editing the information before electronic submission on e- procurement portal. |
| D. Submission of Bids | |
| 20. Submission of Bids | 20.1 Bids, both Technical and Financial Parts, shall be submitted online on the e-procurement system specified in ITB 6.1 . Detailed guidelines for viewing bids and submission of online bids are as per ITB 6.1 and the website referred therein. A prospective bidder can submit its bid online only for which the bidder (in case of JV, the authorized representative of the JV as per ITB 19.4) is required to have enrolment/registration and should have valid Digital Signature Certificate (DSC) as specified in ITB 6.1 in BDS . The Bidder should go through them carefully and submit its bid, along with the specified documents failing which the bid is liable to be rejected. |
| | 20.2 The completed Bid comprising of documents indicated in ITB 10 , should be uploaded on the e- procurement portal along with scanned copies of requisite certificates/ documents as are mentioned in different sections in the bidding document. Further, if so specified in ITB 11.3 , the Bidders shall ensure submission of hard copy of documents as mentioned therein. |
| | 20.3 All the uploaded documents are required to be signed digitally by the bidder. |
| | 20.4 Physical, e-mail, Telex, Cable or Facsimile bids will be rejected as non-responsive. |

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| 21. Deadline for Submission of Bids | <p>21.1 Bids must be uploaded online, and if so specified in ITB 11.3, the hard copy of specified documents must be delivered at the address mentioned therein, no later than the deadline for submission of Bids i.e. the date and time specified in the BDS.</p> <p>21.2 The Employer may, at its discretion, extend the deadline for the submission of Bids by amending the bidding document in accordance with ITB 7, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p> |
| 22. Late Bids | <p>22.1 The electronic bidding system would not allow any late submission of bids after due date & time as per server time.</p> |
| 23. Withdrawal, Substitution, and Modification of Bids | <p>23.1 Bidders may modify their bids by using the appropriate option for bid modification on e- procurement portal before the deadline for submission of bids. For this the bidder need not make any additional payment towards the cost of bid document, if applicable. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. The last modified bid submitted by the bidder within the bid submission time shall be considered as the Bid. For this purpose, modification/withdrawal by other means will not be accepted. In online system of bid submission, the modification and consequential re-submission of bids is allowed any number of times. A bidder may withdraw his bid by using the appropriate option for bid withdrawal, before the deadline for submission of bids, however, if the bid is withdrawn, re-submission of the bid is allowed only upto the deadline for submission of bids as specified in ITB 21.</p> <p>23.2 Bids requested to be withdrawn in accordance with ITB 23.1 shall not be opened.</p> <p>23.3 No Bid may be withdrawn, substituted, or modified 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 Letter of Bid (Technical Part), or any extension thereof. This will result in the forfeiture of the Bid Security (EMD) or be sufficient ground for action by Employer against the bidder under the Bid Securing Declaration, as may be applicable pursuant to ITB 18.</p> |
| <p align="center">E. Public Opening of Technical Parts of Bids</p> | |

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| 24. Public Opening of Technical Parts of Bids | <p>24.1 The Employer shall, at the Bid opening, publicly open online the Technical Parts of all Bids, except as in the cases specified in ITB 22 and ITB 23.2, received by the deadline of bid submissions as specified in ITB 21, at the date, time and place specified in the BDS in the presence of Bidders' designated representatives who choose to attend, and this could also be viewed by the bidders online. The Financial Parts of the bids shall remain unopened in the e-procurement system, until the subsequent public opening, following the evaluation of the Technical Parts of the Bids. Bidder's names, and such other details as the Employer may consider appropriate will be notified by the Employer at the time of bid opening.</p> <p>24.2 Only Technical Parts of Bids that are opened at Bid opening of Technical Parts shall be considered further for evaluation.</p> <p>24.3 At the Bid opening the Employer shall neither discuss the merits of any Bid nor reject any Bid (except the cases, in accordance with ITB 22 and ITB 23.2).</p> <p>24.4 The Employer shall prepare a record of the Bid opening, that shall include, as a minimum:</p> <p>(a) the name of the Bidder; and</p> <p>(b) the presence or absence of a Bid Security (EMD) or a Bid-Securing Declaration.</p> <p>24.5 The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.</p> |
| F. Evaluation of Bids - General Provisions | |
| 25. Confidentiality | <p>25.1 Information relating to the evaluation of Bids and recommendation of contract award, shall not be disclosed to Bidders, or any other persons not officially concerned with the Bidding process.</p> <p>25.2 Any effort by a Bidder to influence the Employer in the evaluation or contract award decisions may result in the rejection of its Bid.</p> <p>25.3 Notwithstanding ITB 25.1, from the time of Bid opening to the time of Contract Award, if any Bidder wishes to contact the Employer on any matter related to the Bidding process, it should do so in writing.</p> |

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| 26. Clarification of Bids | <p>26.1 To assist in the examination, evaluation, comparison of the Bids, and eligibility or qualification of the Bidders, the Employer may, at its discretion, ask any Bidder for a clarification of its Bid and/or seek information related to historical data/ documents pertaining to credentials of the Bidders and the Bids, that the Employer may require. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted.</p> <p>26.2 If a Bidder does not provide clarifications of its Bid or data/ documents sought, by the date and time set in the Employer's request for clarification/ data/ document, its Bid may be rejected.</p> |
| 27. Deviations, Reservations, and Omissions | <p>27.1 During the evaluation of Bids, the following definitions apply:</p> <p>(a) "Deviation" is a departure from the requirements specified in the bidding document;</p> <p>(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and</p> <p>(c) "Omission" is the failure to submit part, or all of the information or documentation required in the bidding document.</p> |
| 28. Nonmaterial Nonconformities, Errors and Omissions | <p>28.1 Provided that a Bid is substantially responsive, the Employer may waive any nonconformities in the Bid, which do not constitute a material deviation, reservation or omission.</p> <p>28.2 Provided that a Bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities and/or omissions shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>28.3 Provided that a Bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in BDS.</p> |
| G. Evaluation of Technical Parts of Bids | |
| 29. Evaluation of Technical Parts | <p>29.1 In evaluating the Technical Parts of each Bid, the Employer shall use the requirements, criteria and methodologies mentioned and specified in Section 2, Section 3 and Section 6.</p> |

29.2 The Employer shall, interalia, carry out the Technical Evaluation as per **ITB 29.3**, and determine to its satisfaction:

(a) whether the Bidders comply with the Eligibility Requirements, have offered eligible Plant and Installation Services in their Bids, as specified in **ITB 3** and **Section 2**;

(b) whether the Bidders meet the Qualification Requirement as specified in **ITB 3** and **Section 2**. (The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 16 read in conjunction with ITB 26. The determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractor/Bidders (other than specialized subcontractor/Bidders if permitted in the bidding document), or any other firm different from the Bidder that submitted the Bid except if provided in the specified Qualification Requirement itself.); and

© whether the Bids submitted by the Bidders complying with the requirements specified in (a), and (b) above have been determined to be substantially responsive to the RFB/bidding document, as per ITB 30.

29.3 Technical Evaluation. The Employer will carry out a detailed technical evaluation of the Bids not previously rejected to determine whether the technical aspects are in compliance with the bidding document. The Bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness. In order to reach its determination, the Employer will examine and compare the technical aspects of the Bids on the basis of the information supplied by the Bidders, taking into account the following:

(a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in **Section 2** and/ or **Section 6**; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the Bid;

(b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and

(c) other relevant factors, if any, listed in the RFB/ bidding document.

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| | <p>29.4 At this stage, a Bid shall be rejected if the determination on any one of the aspects listed in ITB 29.2 (a), (b) and (c) above, is not in the affirmative. All other Bids shall be considered for further evaluation.</p> |
| 30. Determination of Responsiveness | <p>30.1 The Employer's determination of a Bid's responsiveness is to be based on the contents of the Bid itself, as defined in ITB 10 read in conjunction with ITB 26 and submitted as per ITB 11.</p> |
| | <p>30.2 A substantially responsive Bid is one that meets the requirements of the bidding document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:</p> |
| | <p>(a) if accepted, would:</p> |
| | <p>(i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or</p> |
| | <p>(ii) limit in any substantial way, inconsistent with the bidding document, the Employer's rights or the Bidder's obligations under the Contract; or</p> |
| | <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.</p> |
| | <p>30.3 The Employer shall examine the technical aspects of the Bids, in particular, to confirm that all requirements of Section 6, Employer's Requirement have been met without any material deviation or reservation, or omission.</p> |
| | <p>30.4 If a Bid is not substantially responsive to the requirements of bidding document, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</p> |
| H. Public Opening of Financial Parts of Bids | |
| 31. Public Opening of Financial Parts | <p>31.1 Following the completion of the evaluation of the Technical Parts of the Bids, the Employer shall notify in writing those Bidders whose Bids were considered non-responsive to the bidding document / RFB Document or failed to meet the Eligibility Requirements or Qualification Requirement or any other specified requirement, advising them of the following information:</p> |
| | <p>(a) the grounds on which their Technical Part of Bid failed to meet the requirements of the bidding document; and</p> |
| | <p>(b) Financial Part of their Bid will not be opened.</p> |
| | <p>31.2 The Employer shall, simultaneously, notify in writing those Bidders whose Technical Parts have been evaluated as substantially responsive to the bidding document and met the Eligibility Requirement, Qualification Requirement and other specified requirement, advising them of the following information:</p> |
| | <p>(a) their Bid has been evaluated as substantially responsive to the requirements of bidding document and the specified requirements;</p> |

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| | (b) Financial Part of their Bid will be opened online at the public opening of the Financial Parts; and |
| | (c) notify them of the date, time and location of the second public opening of the Financial Parts of bid, and the address thereof. In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day. |
| | <p>31.3 All efforts may be made to have the opening date that should allow Bidders sufficient time to make arrangements for attending the opening if they so choose, however as the opening is in online mode and bidder's get due notification of bid opening and can witness the opening online, the date of opening may be set accordingly based on Employer's requirements. The Financial Part of the Bids shall be opened publicly in the presence of Bidders' designated representatives who chooses to attend, and this could also be viewed by the bidders online. The bidder's names, the Bid prices, the total amount of each bid, and such other details as the Employer may consider appropriate, will be announced by the Employer at the time of bid opening.</p> |
| | 31.4 The Employer shall prepare a record of the Bid opening, that shall include, as a minimum: |
| | (c) the name of the Bidder; and |
| | (d) the Bid price, for the package, including any discounts |
| | 31.5 Only Financial Parts of Bids that are opened at Bid opening shall be considered for further evaluation. |
| <p>I. Evaluation of Financial Parts of Bids</p> <p>II.</p> | |
| 32. Evaluation of Financial Parts | 32.1 To evaluate the Financial Part of each Bid, the Employer shall consider the following: |
| | (a) Bid price, as quoted in accordance with ITB 13.5; |
| | (b) price adjustment for correction of arithmetic errors in accordance with ITB 33 ; |
| | (c) price adjustment due to discounts offered in accordance with ITB 13.9 ; |
| | (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 28.3 ; |
| | (e) GST, quoted separately as per ITB 13.12 , adjusted for correction of arithmetic errors in accordance with ITB 33 , shall be considered for arriving at the evaluated Bid cost/ price and comparison of Bids, except if otherwise specified in BDS. |
| | (f) the additional evaluation factors if specified in BDS and/ or Section 6 . |

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| | <p>32.2 If price adjustment is allowed in accordance with ITB 13.6, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.</p> <p>32.3 The Employer's evaluation of a Bid may require the consideration of other factors if specified in BDS, in addition to the Bid price quoted, in accordance with ITB 33.1 (e).</p> |
| <p>33. Correction of Arithmetical Errors</p> | <p>33.1The e-procurement system automatically calculates the total amount from unit rates and quantities, and the system also automatically populates the amount in words from the amount in figures, and therefore there is no scope of discrepancy and need for arithmetic correction. However there would be a manual recalculation and in the case of discrepancy between system generated and manual prices, the manually calculated prices shall prevail.</p> <p>33.2Any bid which is found to have tampered or modified the electronic logic of the e- procurement system for calculating the total amount from unit rates and quantities, and/ or in populating the amount in words from the amount in figures, is liable to be rejected and the case shall be dealt against the bidder under the Integrity Pact and conditions of the RFB/ bidding documents including those regarding fraud etc..</p> |
| <p>34. Comparison of Financial Parts</p> | <p>34.1 The Employer shall compare the evaluated price/costs of all substantially responsive Bids, to determine the Bid that has the lowest evaluated cost/ price.</p> |
| <p>35. Preference</p> | <p>35.1 Purchase Preference shall apply for award of contract if so specified in the BDS, as per the guidelines, instruction and methodology indicated therein.</p> |
| <p>36. Abnormally Low Bids</p> | <p>36.1An Abnormally Low Bid is one where the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns with the Employer as to the capability of the Bidder to perform the Contract for the offered Bid Price.</p> <p>36.2In the event of identification of a potentially Abnormally Low Bid, the Employer, unless otherwise specified in BDS, may seek written clarification from the Bidder, including a detailed price analyses of its Bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.</p> <p>36.3After evaluation of the price analyses, in the event that the Employer determines that the Bidder has failed to demonstrate its capability to perform the contract for the offered Bid price, the Employer shall reject the Bid.</p> |
| <p>37. Unbalanced or Front Loaded Bids</p> | <p>37.1The Bid that is evaluated as the lowest evaluated cost/price, shall be considered by the Employer as unbalanced or front loaded, if the quoted price of supply portion exceeds the percentage specified in BDS of the total quoted Bid price, after evaluation and excluding GST. In such a case, The bidder shall be required to furnish an additional performance security pursuant to ITB 44.1 <The clause to be retained/deleted by the Employer as required></p> |

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| 38. Most Advantageous Bid | <p>38.1 Having compared the evaluated cost/price of Bids as per ITB 34, and applying the provisions of ITB 35, the Employer shall determine the Most Advantageous Bid (alternatively referred to as L1 Bid). The Most Advantageous Bid is the Bid of the Bidder (also referred to as the successful bidder) who meets the specified requirements as per Section 2 and Section 3, and whose Bid has been determined to have the lowest evaluated price/cost subject to ITB 35.</p> <p>38.2 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the Bidder with the Most Advantageous Bid for identified major items of supply or services may also be evaluated for acceptability in accordance with Section 2 / Section 6. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the Bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.</p> <p>38.3 Price Negotiation - Usually, there shall be no price negotiations. However, in case the Employer identifies exceptional reasons due to which negotiation is required, the Employer reserves its right to negotiate with the lowest acceptable bidder (L-1).</p> |
| 39. Employer's Right to Accept Any Bid, and to Reject Any or All Bids | <p>39.1 The Employer reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract Award, without thereby incurring any liability to Bidders. In case of annulment, all Bids submitted and specifically, Bid securities, if applicable as per ITB 18 and submitted, shall be promptly returned to the Bidders.</p> |
| J. Award of Contract | |
| 40. Award Criteria | <p>40.1 The Employer shall award the Contract to the successful Bidder. This is the Bidder whose Bid has been determined to be the Most Advantageous Bid as specified in ITB 38.</p> <p>40.2 The mode of contracting with the successful bidder will be as indicated below:</p> <p>40.2.1 The award shall be made as follows:</p> <p>(i) Contract Part I: for Supply of Plant on FOR (final place of destination Site/ Project Site) basis.</p> <p>(ii) Contract Part II: for Supply of Installation Services {excluding the incidental services included in (i) above}</p> <p>40.3 Both the parts of the Contract will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.</p> |

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| 41. Employer's Right to make minor adjustments at the time of Award | <p>41.1 At the time the Contract is awarded, the Employer reserves the right to invite the Bidder whose Bid is determined to be the Most Advantageous Bid as per ITB 38, for discussions if any minor adjustments in the Contract are required, without any substantial change in the terms and conditions of the bidding document.</p> |
| 42. Notification of Award | <p>42.1 Prior to the date of expiry of the Bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted. The Notification of Award (hereinafter and in the Contract Forms also called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").</p> |
| | <p>42.2 Until a formal Contract is prepared and executed, the Letter of Acceptance/ Notification of Award shall constitute formation of a binding Contract.</p> |
| 43. Signing of Contract | <p>43.1 Promptly upon issue of Letter of Acceptance/ Notification of Award, the Employer shall prepare the Contract Agreement, and keep it ready in the office of the Employer for the signature of the Employer and the successful Bidder, within twenty-one (21) days following the date of Letter of Acceptance. The Contract Agreement shall incorporate all agreements including L2 schedule between the Employer and the successful Bidder. L-2 schedule should be submitted, discussed, amended (if so required) within overall L-1 schedule and accepted by owner before signing of contract agreement. Also, CPG should be submitted, verified from issuing bank legally vetted and approved before signing of contract agreement.</p> |
| | <p>43.2 Within twenty-one (21) days of receipt of Letter of Acceptance, the successful Bidder shall (a) furnish the performance security in accordance with ITB Clause 44; and (b) shall sign, date and return the Agreement to the Employer along with the documents stated at (a) above.</p> |
| 44. Performance Security | <p>44.1 Within twenty-one (21) days of the receipt of the Letter of Acceptance/ Notification of Award from the Employer, the successful Bidder shall furnish the Performance Security & Additional performance security (if applicable), in Indian Rupees, in accordance with the GCC and in the amount, form and details specified in the BDS, further subject to ITB 37.</p> |
| | <p>44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security & Additional performance security (if applicable) or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security (EMD) or be sufficient ground for action by the Employer against the bidder under the Bid Securing Declaration, as may be applicable as per ITB 18.</p> |

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| 45. Source of Funds | 45. The Employer named in the Bidding Documents intends to use the fund under SI scheme of GOG. However, it is to be mention here that payment as per the contract payment terms will be released timely by the Employer, without any linkage to disbursement of the funds under SI scheme. |
| 46. Dedicated bank account of Contractor | 46.1If required by the Employer, the Contractor may be required to create a dedicated bank account for usage of the funds under the project, the Contractor may be required to provide the details of the transactions under this account to the Employer at the time of key milestones as defined by the Employer <The clause to be retained/deleted by the Employer as required> |

Bid Data Sheet (BDS)

The following specific data for the Plant and Installation Services/ Works to be procured shall complement, supplement, and/or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

<Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB.>

| ITB Reference | A. General |
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| ITB 1.1 | <p>The reference number of the Notice Inviting Tenders (NIT/Request for Bids (RFB) is : TENDER NOTICE No:- DGVCL/O&M/GWFCM/2026-27/Piplod-A</p> <p><i>[The NIT/RFB shall be published on e-Procurement portal with free access]</i></p> <p>The Employer is: DAKSHIN GUJARAT VIJ COMPANY LIMITED</p> <p>The name and identification of the package under this RFB is:</p> <p>"Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at Piplod-A Sub-Division of Piplod Division of Surat City Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM)."</p> |
| ITB 1.2 (c) | <p>DGVCL is distribution company, subsidiary company of GUVNL came into existence in April, 2005. Under DGVCL total 07 district falls, 04 circle office, 24 division office and 162 sub division office working under DGVCL.</p> <p>The DISCOM covers total 07 district for which this Trunkey tender is invited. The total 04 number of Distribution Circles and 24 Divisions. For more details, please Log on to www.DGVCL.com</p> |
| ITB 1.2 (m) | <p>Bidding/ Bids by/ from Joint Venture (JV) is "permitted".</p> <p>In case Bidding/ Bids by/ from Joint Venture is permitted, the number of members/ partners of the JV shall not exceed 03 (three)</p> |
| | B. Contents of Bidding Document |

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| ITB 6.1 | <p>Bidding against RFB shall be conducted through/ with Electronic –Procurement (e-Procurement/ e- Tendering) System.</p> <p>Employer shall use the following Electronic-Procurement system to manage this Request for Proposal (RFP) process:</p> <p>https://tender.nprocure.com The electronic-procurement system shall be used to manage the following part of the bidding process under the RFB:</p> <p>Issuing RFB/ Bidding document, amendments/ corrigendum/ addendums/ clarifications, etc., submissions of bids, opening of Bids,etc.</p> <p>To aid and facilitate the Bidders on e-Procurement/ e-Tendering process a detailed manual on the same titled Bidder Help Manual for e- Bidding has been provided annexed to the Bid Data Sheet as Annexure I (BDS). The same may be utilized by the Bidders.</p> |
| ITB 6.2 | <p>A Bidder requiring any clarification of the bidding document may notify the Employer online through the electronic bidding system if provisioned/permited or through e-mail at the following e-mail address:</p> <p>ceom@dgvl.com & nprocure@gnvfc.net</p> <p>Requests for clarification should be received by the Employer no later than: 14 days from date of issue of NIT/RFB</p> |
| ITB 6.5 | <p>A Pre-Bid meeting shall take place at the following date, time and place:</p> <p>Date: 07.07.2026 (15:00 Hrs)</p> <p>Place: Chief Engineer (O&M), Dakshin Gujarat Vij Company Ltd. Regd. & Corporate Office, “Urja Sadan” Nana Varachha Road, Kapodara Char Rasta, SURAT-395006</p> |
| ITB 7.1 | <p>The addendum/corrigendum/ amendment will appear on the e- procurement system specified in ITB 6.1 and email notification is also automatically sent through the system to those bidders who have started working on this procurement.</p> |
| | <p style="text-align: center;">C. Preparation of Bids</p> |
| ITB 10.2.8 | <p>The Bidder shall submit the following additional documents in Technical Part of its Bid:</p> <p><list any additional document not already listed in ITB 10.2 that must be submitted with the Bid. The list of additional documents may include the following, otherwise delete this row></p> |
| | <p>(i) Integrity Pact, prepared using the relevant form furnished in Section 4 - Bidding Forms - Technical Part of the Bid; <i><If required as per Utility Policy></i></p> <p>(ii) Self-certified copy of the document to establish legal status of the firm viz. Certificate of Incorporation issued under The Companies Act / The Limited Liability Partnership Act / Partnership deed etc.as applicable;</p> <p>(iii) Self-certified copy of PAN;</p> <p>(iv) Self-certified copy of GST Registration;</p> <p>(v) Self-certified copy in support of MSME, if applicable.</p> <p>.....]</p> |
| ITB 10.3.3 | <p>The Bidder shall submit the following additional documents in its Financial Part of its Bid: <list any additional document not already listed in ITB 11.3 that must be submitted with the Financial Part of the Bid, otherwise delete this row></p> |

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| ITB 11 | <p>Note for Bidders: Bidders have to submit the bids on the e-procurement portal along with the relevant required documents. For this purpose, the bidders shall fill up online, the forms that are available for online filling on the e-portal. The rest of the forms shall be downloaded by the bidders and filled up. The filled up pages shall then be scanned and uploaded on the e-procurement portal along with the scanned copies of the supporting documents. The bid shall be digitally signed.</p> |
| ITB 11.3 | <p>The bidders are required to submit soft copy of the Notarized documents listed in Technical bid /Preliminary bid, along with the Technical Part of their Bid. Also Bidder have to submit following documents in hard copy:</p> <p>[A] : All the relevant documents as per requirement of the Tender shall be submitted online only.</p> <p>[B] Following documents shall be submitted physically before the last date of submission of physical documents as mentioned in NIT & in this RFB.</p> <ol style="list-style-type: none"> 1. Original copy of DD/Banker's cheque for Tender processing Fee 2. Original copy of Bank Guarantee against EMD 3. Original copy of JV Agreement and undertaking 4. Certified copy of MAAT, Net worth and Liquid Asset 5. Scanned copies of above documents shall be submitted online on or before due date and time. (Specification required as per two Part bidding process) <p>[C] It is mandatory for all the bidders to submit their tender documents (duly signed by Bidder/JV) by on – line (e – tendering) only in schedule time.</p> <p>[D] Bidders are requested to submit price – bid in on-line (e-tendering form) only and not to submit the price bid in physical form. This is mandatory. If price bids submitted in physical form, it will be ignored and considered non responsive Bid and rejected at DGVCL discretion.</p> <p>[E] Documents mentioned as per tender terms and condition shall be submitted in the technical bid. In case of non-submission of mandatory document or attachment of wrong document, bid will be considered non responsive and rejected outright at DGVCL discretion.</p> <p>[F] DGVCL reserves the right to reject any OR all tenders without assigning any reasons thereof.</p> <p>[G] Bidders should be in touch with https://dgvcl.nprocure.com and www.dgvcl.com. The above websites for information regarding revision /corrigendum/Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regards</p> <p>For submission of original documents, the Employer's address is: Chief Engineer (O&M), Dakshin Gujarat Vij Company Ltd. Regd. & Corporate Office, "Urja Sadan" Nana Varachha Road, Kapodara Char Rasta, SURAT-395006 Email ID :- ceom@dgvcl.com & Web Site :- www.dgvcl.com</p> |
| ITB 13.1 | <p>No any components/ parts of the Plant and Installation Services will be provided by Employer.</p> |
| ITB 13.5.1(i), ITB 13.5.2 (i) | <p>Final Destination (Site/ Project Site) is: At various locations of DGVCL Jurisdiction for the quantity mentioned in Scope of Work against respective circle. The Successful Bidder shall require to establish the storage facility in respective district/circle/Divisions for the material supplied for that circle/division/district.</p> |

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| | <p>The material received at above destinations shall require to be installed on various 11/22KV JGY/WW/URBAN/GIDC/Ind feeders, covered in project as per the detailed location issued by employer (DGVCL).</p> |
| ITB 13.6 | <p>The prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract.</p> <p>The adjustment of contract price, if provided, will be done in accordance with Appendix to Contract Form.</p> |
| ITB 13.11 | <p>GST applicable in India, on the Plant and Installation Services provided/ supplied by the Contractor to the Employer under the Contract shall be paid/ reimbursed by Employer against requisite documents, at actuals.</p> |
| ITB 17.1 | <p>The Bid shall remain valid until i.e. up to and including 180 days reckoned from the deadline for Submission of Bids specified in ITB 21.1, as may be extended by the Employer from time to time in accordance therewith.</p> |
| ITB 18.1 | <p><i><If a Bid Security (EMD) shall be required, a Bid-Securing Declaration shall not be required, and vice versa.></i></p> <p>A Bid Security (EMD) shall be required.</p> <p>The amount of the Bid Security (EMD) shall be amount equal to 2% of tender value or Rs 5 (five) crore, whichever is lower.</p> |
| ITB 18.2 (c) | <p>Other forms of acceptable Bid securities: "None"</p> <p><i>Bid Security (EMD) is required under provision ITB 18.1. Bid Security (EMD) is required but no other forms of Bid securities besides those listed in ITB 18.2 (a) and (b) are acceptable e.g. Fixed Deposit/Time Deposit certificate issued by a Nationalized/ Scheduled bank located in India for equivalent or highervalues provided it is pledged in favor of DAKSHIN GUJARAT VIJ CO LTD, Surat and such pledging has been noted and suitably endorsed by the bank / post office issuing the certificate.</i></p> |
| ITB 19.3 | <p>The written confirmation of authorization to sign on behalf of the Bidder shall consist of Legally valid Power of Attorney demonstrating the authority of the signatory to sign the Bid</p> |
| | <p>D. Submission of Bids</p> |

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| ITB 21.1 | <p>The Deadline for Submission of Bids by uploading on e- Procurement system specified in ITB 6.1 and ITB 11 including submission of original documents in hard copy if any specified in ITB 11.3, is:</p> <p>As Per NIT</p> <p><i><The date and time should be the same as those provided in the Notice Inviting Tender / Request for Bids, unless subsequently amended pursuant to ITB 22.2></i></p> <p><i><The time allowed for the preparation and submission of Bids shall be determined with due consideration to the particular circumstances of the project and the magnitude and complexity of the procurement.></i></p> |
| | E. Public Opening of Technical Parts of Bids |
| ITB 24.1 | <p>The online opening of Technical Part of Bids, shall take place at Chief Engineer (O&M), Dakshin Gujarat Vij Company Ltd. Regd. & Corporate Office, “Urja Sadan” Nana Varachha Road, Kapodara Char Rasta, SURAT-395006 Email:- ceom@dgvcl.com Web :- https://tender.nprocure.com & www.dgvcl.com</p> <p>Date & Time will be as per NIT</p> <p>In the event of the specified date of bid opening being declared a holiday for the Employer, the bids will be opened at the appointed time and location on the next working day.</p> |
| F. Evaluation of Bids - General Provisions | |
| ITB 28.3 | <p>The adjustment shall be based on the <u>average</u> price of the item or component as quoted in other substantially responsive Bids. If the price of the item or component cannot be derived from the price of other substantially responsive Bids, the Employer shall use its best estimate.</p> |
| I. Evaluation of Financial Part of Bids | |
| ITB 32.1 (e) | <p>GST, quoted separately as per ITB 13.11, shall be considered for arriving at the evaluated Bid cost/ price and comparison of Bids.</p> |

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| ITB 32.1(f) | <p>The Employer's evaluation of a Bid shall also require the consideration of factors listed herein below. Wherever specified, the adjustments shall be determined using the criteria and methodology mentioned in Section 6. Employer's Requirement:</p> <p>(a) Time for Completion: The Plant and Installation Services specified in Employer's Requirement are required to be supplied / provided within the specified Time for Completion. No credit will be given if provided/ supplied before the specified date or period, and Bids offering supply/ completion after the final date/ specified period shall be treated as nonresponsive;</p> <p>(b) Deviation in payment schedule/ terms and conditions of payment: Bidders shall state their Bid price for the payment schedule outlined in the Conditions of Contract. Bids shall be evaluated on the basis of this base price. If a Bid deviates from the specified payment schedule/ terms and conditions of payment, it shall be treated as non-responsive;</p> <p>(c) Life cycle costs: the projected operating and maintenance costs during the life of the Plant, goods or equipment : Yes</p> <p>(a) Functional Guarantees of the Facilities: Yes</p> |
| ITB 35.1 | <p>Only Class -I suppliers are eligible for the bid</p> <p>'Class –I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier'. The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%.</p> |
| ITB 36 | <p><Include the following herein if the provisions do not apply, otherwise delete this row></p> <p>[Provisions related to Abnormally Low Bids do not apply.]</p> |
| ITB 37 | <p>< if the clause is not applicable, indicate "Not Applicable" otherwise indicate the following></p> <p>The percentage is [..... Insert the percentage.....]</p> |
| | <p style="text-align: center;">J. Award of Contract</p> |
| ITB 44.1 | <p>The Performance Security amount is [3%] of Contract Price</p> <p>The Additional Performance Security amount is [3%] percentage of the level of unbalancing i.e. (actual value of supply part of contract) minus (x% of overall contract price). X % is to be defined as per ITB 37 under BDS.</p> <p>The Standard Form of Performance Security acceptable to the Employers shall be as specified in Section 8. Contract Forms.</p> |

Annexure I (BDS)

Bidder Help Manual for E-Bidding

Bidders should be in touch with websites <https://dgvcl.nprocure.com> & www.dgvcl.com for information regarding revision / corrigendum / Amendment in tender till due date of online submission and thereafter. No separate information shall be sent in this regard and also not publish in newspaper.

In case bidder needs any clarification or if training required for participating in online tender, they can contact the following office:

(n) Procure Cell

(n) Code solutions-A division of GNFC Ltd.,
403, GNFC Info tower, S.G. Road, Bodakdev
Ahmedabad – 380054 (Gujarat)

Toll Free: 1-800-233-1010 (Ext. 501, 512, 516, 517, 525)

Phone No. 079-26857315 / 316 / 317

Fax: 079-26857321 / 40007533

Support:- 079- 40007300

Email: nprocure@ncode.in

Other terms & conditions are as per tender documents

Section - 4 : Bidding Forms - Technical Part of the Bid

Form 1

Letter of Bid – Technical Part

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

The Bidder must prepare the Letter of Bid on stationery with its letterhead clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

Date of this Bid submission: *[insert date (as day, month and year) of Bid submission]*

NIT/RFB No.: DGVCL/O&M/GWFCM/2026-27/**Piplod-A** **Title of Procurement/ Contract:**

“Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at Piplod-A Sub-Division of Piplod Division of Surat City Circle and anywhere in Surat District Under DGVCL

To: **[insert complete name of Purchaser]**

1.0 We, the undersigned Bidder, hereby submit our Bid, in two parts, namely:

- (a) the Technical Part, and
- (b) the Financial Part.

2.0 In submitting our Bid we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document (ITB5), including addenda issued in accordance with Instructions to Bidders (ITB 7);
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3 and Section 3;
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid Securing Declaration by the Purchaser in accordance with ITB 10.2.2;
- (d) **Conformity:** We offer to supply in conformity with the bidding document and in accordance with the Delivery Schedules specified in the Schedule of Requirements the allthe Goods and Related Services as per the scope mentioned in Part 2, Section 6.;
- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in BDS 17.1 (as amended if applicable) from the date fixed for the deadline for submission of Bids (specified in BDS 21.1 (as amended if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document;
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, andmeet the requirements of ITB 4.2;
- (h) **Suspension:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a blacklist as specified in Section 2, Clause 1.3. Further, we are not ineligible under the Purchaser's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (i) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract betweenus, until a formal contract is prepared and executed;
- (j) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost/price Bid, the Most Advantageous Bid or any other Bid that you may receive;
- (k) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption;

- (l) **(applicable only if the bidder is a Joint Venture as per Section 2 of RFB/ bidding document)** We have bid as a Joint Venture as per Section 2 of RFB/ bidding document) and in accordance with Clause 2.2.7 of Section 2 we declare and confirm that all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms;
- (m) We submit appended herewith, as integral part of the Technical Part of our bid, the details/documents as listed in the table below in the Forms duly filled, as prescribed, along with supporting documentary evidence as required/ specified. We understand and confirm that we would be solely responsible for any errors or omissions in our Bid and your decision in regard to sufficiency and/ or adequacy of the details/ documents comprising our Bid for determining its completeness shall be final and binding.

| Sr. | Document | Status (Submitted/ Not Submitted/ Not Applicable) |
|-----|--|---|
| 1. | This Letter of Bid as per format prescribed in Form 1 given in Section 4 of RFB/ bidding document | |
| 2 | Bidder Information as per the format prescribed in Form 2 given in Section 4 of RFB/ bidding document | |
| 3 | Bid Security (EMD) or Bid Securing Declaration , as may be specified in ITB 18 Section 3 of RFB/ bidding document, in the form of specified in ITB . Bid Securing Declaration in format prescribed in Form 3A given in Section 4 and Bid Security (EMD) in the form of Bank Guarantee in format prescribed in Form 3B given in Section 4 of RFB/ bidding document. | |
| 4. | Power of Attorney by Lead Joint Venture Member/ Sole Bidder authorizing an Individual Designated Representative for the Joint Venture Bidder/ Sole Bidder as per the format prescribed in Form 4 given in Section 4 of RFB/ bidding document | |
| 5. | Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement specified in Section 2 and Section 3, as per the format prescribed in Form 5 given in Section 4 of RFB/ bidding document | |
| 6. | Local Content Certificate for Class I Local Supplier, as specified in Clause 1.5 of Section 2 of RFB/ bidding document, Affidavit of Self certification as per the format prescribed in Form 6 given in Section 4 of RFB/ bidding document or by certificate (format not specified) of Statutory Auditor, as may be applicable | |
| 7 | Power of Attorney by each member/ partner of the Joint Venture in favour of Lead member/ partner as per format prescribed in Form 7 given in Section 4 of RFB/ bidding document (applicable only for Joint Venture Bidder) | |
| 8 A | Joint Deed of Undertaking (JDU) signed by each member/partner of the Joint Venture, as per format prescribed in Form 8 given in Section 4 of RFB/ bidding document (applicable only for Joint Venture Bidder) | |

| | | |
|-----|---|--|
| 8 B | Joint Venture Agreement entered amongst all the partners/members of the Joint Venture in their own format but without violating any of the requirements of the bidding documents and necessarily including the confirmation as specified in Clause 2.2.7 of Section 2 of RFB/ bidding document (applicable only for Joint Venture Bidder) | |
| 9 | Details/ Data and documentary evidence in support of meeting the Qualification Requirement specified in Section 2 of RFB/ bidding document, as per the format prescribed in Form 9 given in Section 4 of RFB/ bidding document | |
| 10. | The details of all major items of Plant and Installation Services proposed to be subcontracted in case of award, indicating name and nationality of the proposed subcontractor/sub-vendor for each item, as per the format prescribed in Form 10 given in Section 4 of RFB/ bidding document. as per the format prescribed in Form 1 given in Section 4 | |
| 11. | Form of Undertaking on Compliance of Terms & Conditions of the RFB/ bidding document including Scope of Work and other related requirements, as per the format prescribed in Form 11 given in Section 4 of RFB/ bidding document, <i>subject to Sl No. 12 below of this table</i> | |
| 12 | Statement of Deviation from the requirements specified in the RFB/ bidding documents including Conditions of Contract, Employer's Requirement/ Specification and Drawings etc, including, inter alia, the cost of withdrawal thereof, as per the format prescribed in Form 12 given in Section 4 of RFB/ bidding document | |
| 13 | Work Completion Schedule, as per the format prescribed in Form 13 given in Section 4 of RFB/ bidding document | |
| 14 | Guarantee Declaration, as per the format prescribed in Form 14 given in Section 4 of RFB/ bidding document | |
| 15 | Information regarding ex-employees of Employer in our firm, as per the format prescribed in Form 15 given in Section 4 of RFB/ bidding document | |
| 16 | Filled up information regarding Price Adjustment Data, as per the format prescribed in Form 16 given in Section 4 of RFB/ bidding document | |
| 17 | Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises, as per the format prescribed in Form 17 given in Section 4 of RFB/ bidding document | |
| 18 | Declaration for tax exemptions, reductions, allowances or benefits, as per the format prescribed in Form 18 given in Section 4 of RFB/ bidding document | |
| 19 | Bank Guarantee verification checklist, as per the format prescribed in Form 19 given in Section 4 of RFB/ bidding document | |

| | | |
|----|--|--|
| 20 | Additional Information, if any, as per the format prescribed in Form 20 given in Section 4 of RFB/ bidding document | |
| 21 | Integrity Pact, duly signed on each page by the person signing the bid, as per the format prescribed in Form 21 given in Section 4 of RFB/ bidding document | |

- (n) We are also submitting herewith the Financial Part of our Bid, online separately, as per the prescribed Forms given in Section 5 of RFB/ bidding document, complete in all respects in electronic form only, as per the requirements of RFB/ bidding document. We confirm that the same does not contain any deviation, reservation or omission, failing which it is liable to be rejected.

(o) Contact Person

Details of the contact person representing us supported by the Power of Attorney, as prescribed, are furnished as under:

Name:
Designation:
Company:
Address:
Mobile:
Phone:
Fax:
Email:

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials):

Full name: {insert full name of authorized Bid Signatory
} Title: {insert title/position of authorized Bid
Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if
applicable): Capacity: {insert the person's capacity to sign for the
Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if
applicable}

Email: {insert the authorized Bid Signatory's email address}

[#]{For a joint venture, either all members shall sign or only the authorized signatory

asper ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 2
(Appendix to Technical Part of the Bid)

Format for Bidder Information Sheet

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

NIT/RFB No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Page ___ of ___ pages

| |
|--|
| 1. Bidder's Legal Name |
| 2. Legal Status of the Bidder |
| 3. Bidder's Country of Registration: |
| 4. Bidder's Year of Registration: |
| 5. Bidder's Legal Address in Country of Registration: |
| 6. Bidder's Authorized Representative Information Name: Address: Telephone/Fax numbers: Email Address: |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <ul style="list-style-type: none">○ Self certified copy of the document to establish legal status of the firm viz. Certificate of Incorporation issued under the Companies Act / The Limited Liability Partnership Act / Partnership deed etc. as applicable;○ Self certified copy of PAN○ Self certified copy of GST Registration;○ Self certified copy in support of MSME, if applicable○ Organizational chart including a list of Board of Directors/ Key Management Personnels.. |

| |
|---|
| Note : In case of JV/ Consortium, the afore details/ documents are to be furnished for each of the JV/ Consortium Members |
|---|

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid
Signatory } Title: {insert title/position of
authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if
applicable):Capacity: {insert the person's capacity to sign for the
Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if
applicable}Email:

{insert the authorized Bid Signatory's email address}_____

*[#]{For a joint venture, either all members shall sign or only the authorized
signatory asper ITB 19.4, in either case the power of attorney of the authorized
bid signatory (signatories) must be attached}*

Form 3A
(Appendix to Technical Part of the Bid)
Format of Bid Securing Declaration (if applicable)

BID SECURING DECLARATION

Whereas, I/We (name of Bidder) ----- have submitted Bid for -----
----- (name of Package) in response to Request For Bid (RFB) no: -----
dated -----.

I/We hereby submit following declaration in lieu of Bid Security (EMD)/ Earnest Money Deposit:

1. If after the opening of Proposal, I/We withdraw and/or modify my/our Proposal during its period of validity (including extended validity) as specified in the RFB document,
Or
2. If, after the issue of Notification of Award of the Contract, I/We fail to sign the Contract, or to submit Contract Performance Guarantee before the deadline specified in the RFB document,
Or
3. If, in case of I/ we fail to ensure that the Contract becomes Effective as specified in the RFB document.

I/we shall be suspended from and shall not be eligible to participate for a period of [... to be filled in by the Utility as per ITB 18.8....] year from date of issue of the suspension order, in the bidding against any of the Notice Inviting Tenders/ Invitation For Bids/ Request for Proposal/ Bid etc. issued by [Name of Discom] during that period .

Dated the [Insert date of the month] day of [Insert month, year]
at..... [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory} Title:

{insert title/position of authorized Bid Signatory}

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable): Capacity:

{insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable} Email:

{insert the authorized Bid Signatory's email address} _____

{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 3B
(Appendix to Technical Part of the Bid)
Format of Bank Guarantee for Bid Security (EMD)

{To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page.}

Reference No.
.....

Bank Guarantee No.

Dated:

To:

[Utility] [Address]

Dear Sir/ Madam,

WHEREAS..... [Insert name of the Sole Bidder] / [insert name of the Lead Joint Venture Member followed by the words “ representing Joint Venture of [insert names of all the members of Joint Venture]”] with address [Insert address of Sole Bidder /Lead Joint Venture Member] having its registered office at [Insert address of the Sole Bidder /Lead Joint Venture Member] (Hereinafter, the “Bidder”) wishes to participate in Tender No.[Tender Details] (the “RFB”) issued by [Utility] (hereinafter, the “Utility”) for [name of the Package/ Contract title].

And WHEREAS a Bank Guarantee for [Amount] valid till [Date] is required to be submitted by the Bidder along with the RFB.

We, [Insert name of the Bank and address of the Branch giving the Bank Guarantee] having our registered office at [Insert address of the registered office of the Bank] hereby give this Bank Guarantee No. [Insert Bank Guarantee number] dated [Insert the date of the Bank Guarantee], and hereby agree unequivocally and unconditionally to pay immediately on demand in writing from the Utility any officer authorized by it in this behalf any amount not exceeding [Amount] to the said Utility on behalf of the Bidder.

We [Insert name of the Bank] also agree that withdrawal of the Bid or part thereof by the Bidder within its validity or not signing the Contract Agreement or non-submission of Performance Security by the Bidder within the stipulated time of the Letter of Award to the Bidder or any violation to the relevant terms stipulated in the RFB would constitute a default on the part of the Bidder and that this Bank Guarantee is liable to be invoked and encashed within its validity by the Utility in case of any occurrence of a default on the part of the Bidder and that the amount is liable to be forfeited by the Utility.

This Guarantee shall be valid and binding on this Bank up to and inclusive of [Insert the date of validity of the Bank] and shall not be terminable by notice or by Guarantor for the reason of change in the constitution of the Bank or the firm of the Bidder or by any reason whatsoever and our liability hereunder shall not be impaired or discharged by any extension of

time or variations or alternations made, given, conceded with or without our knowledge or consent by or between the Bidder and the Utility.

NOTWITHSTANDING anything contained hereinbefore, our liability under this guarantee is restricted to [Amount]. Our Guarantee shall remain in force till [Date]. Unless demands or claims under this Bank Guarantee are made to us in writing on or before [Date], all rights of the Beneficiary under this Bank Guarantee shall be forfeited, and we shall be released and discharged from all liabilities there under.

| | |
|--|--|
| <i>[Insert the address of the Bank with complete postal branch code, telephone and fax numbers, and official round seal of the Bank]</i> | <i>[Insert signature of the Bank's Authorized Signatory]</i> |
| | |
| <i>Attested</i> | |
| [Signature](Notary Public) | |
| Place: | Date: |

INSTRUCTIONS FOR SUBMITTING BANK GUARANTEE

1. Bank Guarantee to be executed on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.
2. The Bank Guarantee by the Bidder shall be issued by the Bank which is recognized/notified by Finance Department, Government of Gujarat (GoG) from time to time.
3. The full address along with the Telex/Fax No. and e-mail address of the issuing bank to be mentioned.

Form 4

(Appendix to Technical Part of the Bid)

Format of Power of Attorney of designated Bid Signatory by sole bidder/ lead joint venture member

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution.]

Know all men by these presents, we..... *[Insert name and address of the registered office of the Lead Consortium Member of the Bidding Consortium/ Sole Bidder]* do hereby constitute, appoint, nominate and authorize Mr./Ms.

..... *[Insert name and residential address]*, who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to RFB/ Tender No. **[RFB/ Tender Details]** for **[Insert name of Package/ Contract title]** (the "Project") issued by **[Utility]**, including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which Utility may require us to submit. The aforesaid attorney is further authorized for making representations to Utility, and providing information / responses to Utility, representing us in all matters before Utility, and generally dealing with Utility in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFB.

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

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFB.

Signed by the within named *[Insert the name of the executant company]* **through the hand of Mr./ Mrs.** **duly authorized by the Board/ Owner to issue such Power of Attorney dated this** **day of**

Accepted

..... (Signature of Attorney) *[Insert Name, designation and address of the Attorney]*

Attested

..... (Signature of the executant) (Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director's Resolution dated..../ Owner

1. WITNESS 1. (Signature)

Name

Designation.....

2. WITNESS 2. (Signature)

Name

Designation_

Notes:

- a. *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).*
- b. *In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.*
- c. *Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).*

Form 5
(Appendix to Technical Part of the Bid)

Format of Declaration of conformance of the Bidder and the Facilities offered, to the specified eligibility requirement

NIT/RFB No.: *[insert details]*
Package Name/ Contract Title: *[insert details]*

Bidder's Name and Address: To: **XXXXX** *(Name and Address of Employer)*
{In case of JV bidder, mention name and address of all the Joint Venture members}

We hereby certify that Plant and Installation Services offered to be supplied by us fully comply with all the eligibility and other requirements specified in Section 2 and Section 3 of RFB/ bidding documents.

We hereby certify that our firm is legally established in India and we fully comply with the eligibility and other requirements specified in Section 2 and Section 3 of RFB/ bidding documents,

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at..... *[Insert place]*.

Signature _____
{(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory } Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}Email: {insert the authorized Bid Signatory's email address}_____

#{For a joint venture, either all members shall sign or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 6

(Appendix to Technical Part of the Bid)

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and #MoP Order/DoT order

[if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-]

NIT/RFB No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Bidder's Name and Address:

To: *XXXXXX (Name and Address of Employer)*

{In case of JV bidder, mention name and address of all the Joint Venture members}

I We ____S/o, D/o, W/o, __Resident of __, on behalf of the firm(s) named above, hereby solemnly affirm and declare as under:

That we will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **04/06/2020** (hereinafter **PPP-MII order**),

#'Public Procurement (Preference to Make in India) to provide for Purchase Preference(linked with local content)' order dated 28/07/2020 issued by Ministry of Power (hereinafter MoP order)

Or

#Public Procurement (Preference to Make in India) Order, 2017- Notification of Telecom products, Services or Works issued vide Notification No. 18-10/2017-IP dated 29.08.2018 by Department of Telecommunications (DoT), (hereinafter, **DoT-Order**) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of plant/ goods/material/ services/works supplied by me for*[insert the reference of RFB and name of Package/ Contract title].*

That the local content for all inputs which constitute the said plant/ goods/material/ services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and #MoP order /DoT order in the plant/goods/material/ services/works supplied by me for *(insert the name of the package)* is percent (%).

That the plant/goods/material/ services/works supplied by me for **(insert the name of the package)** meet the 'Local Content' requirement as defined in the PPP-MII order and **#MoP order /DoT order for 'Class –I local supplier'/'Class-II Local supplier (choose as applicable)**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at **(insert the details of the location(s) at which value addition is made).**

That in the event of the local content of the plant/goods/material/ services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies) **/[insert Utility Name]** /Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **#MoP order/ DoT order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- ii. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- iii. Date on which this certificate is issued
- iv. Plant/goods/services/works for which the certificate is produced
- v. Procuring entity to whom the certificate is furnished
- vi. Percentage of local content claimed and whether it meets the Local Content prescribed for 'Class –I local supplier'/'Class-II Local supplier (choose as applicable)
- vii. Name and contact details of the unit of the Local Supplier (s)
- viii. Sale Price of the product
- ix. Ex-Factory Price of the product
- x. Freight, insurance and handling
- xi. Total Bill of Material
- xii. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xiii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers if the input is not in-house to be attached
- xiv. List and cost of inputs which are imported, directly or indirectly

Dated the **[Insert date of the month]** day of **[Insert month, year]**
at..... **[Insert place]**.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory } Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}Email:
{insert the authorized Bid Signatory's email address}_____

#{For a joint venture, or only the authorized signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

choose as applicable while preparing bidding documents

Form 7
(Appendix to Technical Part of the Bid)

Format of Power of Attorney by Each Member/ Partner of The Joint Venture in favor of Lead Member/ Partner

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge, do hereby constitute, nominate and appoint M/s a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In-charge" or "Lead Partner" or "Lead Member" or "Leader") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Request for Bids (RFB)/ Request for Proposals (RFP) No. for Package the bids for which have been invited by (insert name of the Employer along with address) (hereinafter called the 'Employer') to undertake the following acts :

- i) To submit proposal/ Bid and participate in the aforesaid Bidding, against the RFB/ RFP issued of the Employer, on behalf of the "Joint Venture".
- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".
- iii) To do any other act or submit any document related to the above.
- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture".

It is clearly understood that the Partner In-charge (Lead Partner/ Lead Member) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all and whatsoever the said Attorney/Authorized Representatives/Partner in-charge/ Lead Partner/ Lead Member quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act or acts on behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their respective Companies.

for and on behalf of the Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture: The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name

Designation

Occupation

2. Signature.....

Name

Designation

Occupation

Note:

1. For the purpose of executing the power of attorney , the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The power of attorney shall be signed on all the pages by the authorized representatives of each of the partners and should invariably be witnessed and notarized.

Form 8
(Appendix to Technical Part of the Bid)

Format of Joint Deed of Undertaking by the Joint Venture Partners/ Members

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... by a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s..... a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s..... a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract hereinafter called the "Contract" {in case of award} against the Request For Bids (RFB)/ Request for Proposal (RFP) No..... for *(insert name of the package along with project name)* of *(insert names of the Employer)*, a Company incorporated under the Companies Act of 1956 having its registered office at *(insert registered address of the Employer)*..... (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above mentioned Package for the Design, Supply, Installation, Testing & Commissioning of the Plant as stipulated in the Bidding Documents for *(insert name of the package along with project name)*

AND WHEREAS as per Section 2/ Section 3 of the Bidding Documents, inter-alia stipulates that a Joint Venture, as specified therein, may bid, provided, the Joint Venture and the partners/members in/ of the Joint Ventures fulfill all the specified requirements of the Bidding Documents and that , in such a case, the Bid shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

AND WHEREAS the bid is being submitted to the Employer vide proposal No..... dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Section 2 / Section 3 of the Bidding Documents, has been signed in accordance with the provisions contained therein.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner/ Lead Member/ Authorized Representative/ Partner-in- Charge of the Joint Venture, and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the Design, Supply, Installation, Testing & Commissioning of the Plant and for successful performance of the Contract in the event of award and performance of equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(ies), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the 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 conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this

Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favor of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board
of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

(Signature of the
authorized representative)

Signature

WITNESS :

I.

II.

Common Seal of

For Party No.-2

has been affixed in my/ our
presence pursuant to Board
of
Director's Resolution dated

For and on behalf of
M/s.....

Name (Signature of the
authorized representative)

Designation

Signature

WITNESS :

I.

II.

Common Seal of
has been affixed in my/ our
presence pursuant to Board
of
Director's Resolution dated

For Party No.-3
For and on behalf of M/s.
.....

Name

Designation

(Signature of the
authorized representative)

Signature

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. Appendix 1 must be enclosed

Form 9
(Appendix to Technical Part of the Bid)
Format for Details/ Data and Documentary Evidence in support of meeting the Qualification Requirement

Notes on Form of Qualification Information

The information is to be filled in by individual bidders. The following pages will be used for purposes of post-qualification as provided for in Section 2 / Section 3 of RFB/ bidding documents. This information will not be incorporated in the Contract. Attach additional pages as necessary.

NIT/RFB No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Page ___ of ___ pages

(Qualifying Requirement Data)

Bidder's Name and Address: To: *XXXXXX (Name and Address of Employer)*
{In case of JV bidder, mention name and address of all the Joint Venture members}

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Section-2 of the bidding documents, we furnish herewith our QR data/details/documents etc., along with other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in Section-2 shall prevail).

* We have submitted bid as individual firm.

* We have submitted bid as joint venture of following firms:

- (i)
- (ii)
- (iii)

(* ***Strike-off whichever is not applicable***)

[For details regarding Qualification Requirements of a Joint Venture, please refer para 4.0below.]

We are furnishing the following details/document in support of Qualifying requirement for the subject project.

I. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).

II. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.
- b)** Joint Venture Agreement

*[** To be submitted only in case of Joint Ventures. Strike off in case of individual firms.]*

III. Technical Experience QR Data/ Details/ Document

Format A: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture)

For technical experience in compliance to para 2.1 of Section-2 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 2.1.2 of Section-2)] is also to be furnished, as applicable, using this format. The bidder (Single Firm / Partner(s) in case of Joint Venture) who is willing to qualify in compliance to para 2.1 of Section-2 shall fill below format for two or all three contracts.

I. Financial/ Commercial QE Data/ Details/ Documents

Format B: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture)

for financial/ commercial experience in compliance to para 2.2.1, 2.2.2, 2.2.3 of Section-2 [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 2.2.4 of Section-2] is also to furnished, as applicable, using this format.

| | | |
|-----|---|---|
| A1. | Name of Bidder/Lead Partner of JV/other partner(s) of JV | |
| A2. | Net-worth in last three years 1. Financial Year 2. Financial Year 3. Financial Year | : Rs----- lakhs : Rs----- lakhs : Rs----- lakhs |
| A3. | Minimum Average Annual Turnover (MAAT) 1. Financial Year 2. Financial Year 3. Financial Year 4. Financial Year 5. Financial Year | : Rs----- lakhs : Rs----- lakhs : Rs----- lakhs : Rs----- lakhs : Rs----- lakhs |
| A4 | liquid assets (LA) and/ or evidence of access to or availability of credit facilities | : Rs----- lakhs |
| A4. | Details/documentary evidence submitted in support of stated details | |

II. We understand that:

- i. . Sub contractors' experience and resources shall not be taken into account indetermining the bidder's compliance with qualifying criteria.
 - ii. One of the partners shall be nominated as lead partner, and the lead partner shall be authorized to incur liabilities and receive instruction for and on behalf of any and all partners of the joint venture and the entire execution of the contract including receipt of payment shall be done exclusively through the lead partner. This authorization shallbe evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per specified format.
 - iii. All partner of the joint venture shall be liable jointly and severally for the execution ofthe contract in accordance with the contract terms and a copy of the agreement entered into by the joint venture partners having such a provision shall be submitted with the bid.
- I. We have furnished the following documents/details with Technical Part of our Bid:
- 2.1 A certificate from banker (as per format) indicating various fund based/non fund basedlimits sanctioned to the bidder and the extent of utilization as on date. Such certificateshould have been issued not earlier than three months prior to the date of bid opening.Wherever necessary Employer may make queries with the Bidders' bankers.
 - 2.2 The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Note:

- (a) In the event the bidder is not able to furnish the information of its own (i.e. separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited

balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

(b) Similarly, if the bidder happens to be a Group/Holding/Parent Company, the bidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authorities mentioned in Note – 2.3 above certifying that these information/ documents are based on the audited accounts, as the case may be.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}:

Full name: {insert full name of authorized Bid
Signatory } Title: {insert title/position of authorized
Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if
applicable): Capacity: {insert the person's capacity to sign for the
Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if
applicable} Email:

{insert the authorized Bid Signatory's email address} _____

[#]*{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}*

Form 10
(Appendix to Technical Part of the Bid)

Format of Bought-out & Sub-contracted Items

NIT/RFB No.: [insert details]

Package Name/ Contract Title: [insert details]

Page ___ of ___ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir/ Madam,

1.0 We hereby furnish the details of major items/ sub-assemblies, we propose to buy from our proposed sub-vendors/ subcontractors for the purpose of supply of Plant and Installation Services under the subject **Package/** Project:

| Sl. No. | Item Description | Quantity proposed to be bought-out/sub- contracted | Details of the proposed sub-contractor/sub-vendor | |
|---------|------------------|--|---|-------------|
| | | | Name | Nationality |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |

2.0 We ***hereby declare that, in the event of award of Contract on us, we would not subcontract anyportion of Installation Services under Part II of the Contract (Supply of Installation Services) and***

any major item other than those mentioned above under Part I of the Contract (Supply of Plant) without the prior approval of Employer as per the provisions of the Contract. We understand that for subcontract related to hiring of labour, prior approval of the Employer is not required.

3.0 We hereby declare that total local content that will be sourced in the bid is more than 50% of the total content required under the project.

Dated the [Insert date of the month] day of [Insert month, year]
at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid
Signatory } Title: {insert title/position of authorized
Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if
applicable): Capacity: {insert the person's capacity to sign for the
Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if
applicable} Email:

{insert the authorized Bid Signatory's email address}_____

{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 11
(Appendix to Technical Part of the Bid)
Format of Undertaking on Compliance of Terms & Conditions of the Bidding Documents including
Scope of Work and other related requirements

UNDERTAKING ON COMPLIANCE OF RFB TERMS & CONDITIONS AND OTHER REQUIREMENTS

(To be submitted on Rs.100 Stamp paper issued in the State where Bidder's office is located, duly signed by the authorized signatory)

I/We hereby undertake that I/We have examined/ perused, studied and understood the Request For Bid (RFB) Document in respect of RFB no. ___ dated _____ and any corrigendum/ addendum/ clarification etc. thereto completely and have submitted my/our Proposal/ Bid in pursuance to the said RFB document for [insert Package Name/ Contract Title].

I/We hereby undertake that I/We understand that the scope of Services and other related requirement under and in pursuance of this RFB are indicative only and not exhaustive in any manner. I/We understand that the scope of Services may undergo changes as per emerging requirements of [Utility/ Discom Name] as specified in the RFB document.

I/We hereby undertake that we shall comply with the scope of Services and other related requirements and the terms and conditions specified in the RFB document completely and except as mentioned in the Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, we have no deviations and/or submissions and/or clarifications, whatsoever of any manner and/or sort and/or kind in this regard.

I/We hereby undertake to provide any further clarifications, details, documents etc. as may be required without changing the substance of our Proposal.

I/We understand that the [Utility/Discom Name] reserves the right to float a separate Request For Bid/ Notice Inviting Tender/ Invitation for Bids for the scope of Work and related requirements as covered under this RFB, irrespective of the outcome of this RFB, and I/We hereby undertake that we have no objection for the same. I/We understand that in such a case, I/We shall bid separately in response to such Request For Bid/ Notice Inviting Tender/ Invitation for Bids, and in no case our bid/ Proposal in response to this RFB shall be deemed as a Proposal/ Bid in response to such Request For Bid/ Notice Inviting Tender/ Invitation for Bids.

I/We hereby undertake to provide the Plant and Installation Services and undertake to be the single point of contact for [Utility/Discom Name] for complete Scope of Work and related

requirements as per the terms and conditions and as specified in this RFB document.

I/We hereby undertake that except as mentioned in the Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, my/our bid is/ deemed to be as per the RFB document and is accordingly submitted to the [Utility/Discom Name]. In case of a failure to comply and/or variation [Utility/Discom Name] has the sole discretion not to consider or disqualify my/our Proposal/ bid for the aforementioned RFB and I/We shall be not have any claim of anysort/kind/form on the same.

I/We agree to be bound by our Proposal for the period of validity as specified in and required as per Section 3 of RFB document and it shall remain binding upon us and may be accepted at any time before the expiration of that validity period as may be extended by us.

I/We hereby attach the duly signed and stamped RFB document as an unconditional acceptance and compliance of RFB specifications and terms & conditions as part of the Technical Part of our Bid without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard, except as indicated in Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof ~~from my/our side.~~

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of Scope of Works and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the Bid/ Proposal and in case of award of the Contract the same shall not be claimed by me/us while award and/or subsequently providing of Plant and Installation Services/ execution of work. The decision of [Utility/Discom Name] on such issues shall be binding on me/us and the same shall not be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the RFB document along with amendment/corrigendum/ clarification, if any, as confirmed herein

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, except as indicated in Form 12 (Alternative, Deviations and Exceptions to the Provisions) hereof, is observed in the online Price Part of our Bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to [Utility/ Discom Name].

I/We understand that at any stage during the tenure of the Contract if it is found that any statement or document submitted by us is false/forged/invalid, [Utility/Discom Name] has discretion to terminate the Contract and get the Plant and Installation Services delivered / work done through third party.

I/We hereby affirm that the products and/or Plant and Installation Services offered by us against this RFB are in compliance to the latest Government of India Guidelines for Make

in

India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, & MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 as issued and amended from time to time and will remain complied to the same during the duration and execution of this assignment.

I/We also hereby affirm the following:

- a) I/ we are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and am/ are not the subject of legal proceedings for any of the foregoing reasons;
- b) I/ we have not, and our directors and officers have not, been convicted of any criminal offence related to our/ their respective professional conduct or the making of false statements or misrepresentations as to our/ their qualifications to enter into a procurement contract within a period of two years preceding the commencement of this procurement process, or have not been otherwise disqualified pursuant to debarment proceedings;
- c) I/ we do not have a Conflict of Interest in the procurement in question as specified in the RFB document.
- d) I/ we comply with the code of integrity and other requirements as specified in the RFB document.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at..... *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory } Title:

{insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):Capacity:

{insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}Email:

{insert the authorized Bid Signatory's email address}_____

#{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 12
(Appendix to Technical Part of the Bid)
Format of Alternative, Deviations and Exceptions to the Provisions of RFB Document

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page___of_____pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir/ Madam,

The bidder shall itemize any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

| Sl. No. | Reference clause in the Specifications | Deviation | Cost of withdrawal of the deviation |
|---------|--|-----------|-------------------------------------|
| | | | |
| | | | |
| | | | |

The above deviations and variations are exhaustive. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this attachment, failing which our bid may be rejected and Bid Security (EMD) forfeited.

Except for the above deviations and variations, the entire work shall be performed as per your specifications and documents. Further, we agree that any deviations, conditionality or

reservation introduced in this Attachment-6 and/or in the Bid form, Price schedules & Technical Data Sheets and covering letter, or in any other part of the bid will be reviewed to conduct a determination of the substantial responsiveness of the bid.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}:}

Full name: {insert full name of authorized Bid

Signatory } Title: {insert title/position of
authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if
applicable): Capacity: {insert the person's capacity to sign for the
Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if
applicable} Email:

{insert the authorized Bid Signatory's email address}_____

*[#]{For a joint venture, either all members shall sign or only the authorised
signatory as per ITB 19.4, in either case the power of attorney of the authorized
bid signatory (signatories) must be attached}*

Form 13
(Appendix to Technical Part of the Bid)
Format of Work Completion Schedule

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page _____ of _____ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir/ Madam,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Project for the period commencing from the effective date of Contract to us:

| Sl. No. | Description of Work | Period in months from the effective date of Contract |
|---------|---|--|
| 1. | Detailed Engineering and drawing submission a) commencement b) completion | |
| 2. | Procurement of equipment/ components & assembly a) commencement b) completion | |
| 3. | Type Tests a) commencement b) completion | |

| Sl. No. | Description of Work | Period in months from the effective date of Contract |
|---------|--|--|
| 4. | Manufacturing a) commencement b) completion | |
| 5. | Shipments & Delivery a) commencement b) completion | |
| 6. | Establishment of site office | |
| 7. | Installation at Site a) commencement b) completion | |
| 8. | Testing & Pre-commissioning a) commencement b) completion | |
| 9. | Trial Operation a) commencement b) completion | |

Notwithstanding the above we reiterate our compliance to the Time for Completion of the Facilities/ Works as per the provisions of the RFB document.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

#{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.

Form 14
(Appendix to Technical Part of the Bid)
Format of Guarantee Declaration

NIT/RFB No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Page _____ of _____ pages

Bidder's Name and Address:

To: *XXXXXX (Name and Address of Employer)*

*{In case of JV bidder, mention name
and address of all the Joint Venture members}*

Dear Sir/ Madam,

We confirm that the plant/ equipment/ goods/ material offered shall have minimum (or maximum, as the case may be) of the performance specified in the RFP document/ Employer's Requirement/ Specification/ Scope of Work. We further guarantee the performance/ efficiency of the plant/ equipment/ goods/ material offered in response to RFP document/ Employer's Requirement/ Specification/ Scope of Work.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials):

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address} _____

[#]{For a joint venture, either all members shall sign or only the authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 15
(Appendix to Technical Part of the Bid)
Format of Information regarding Ex-employees

(The information in similar format should be furnished for each partner of joint venture incase of joint venture bid)

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page _____ of _____ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of the concerned Joint Venture member}

Dear Sir/ Madam,

**(Information regarding Ex-employees of XXXXX (Name of Employer) in our
Organization)**

We hereby furnish the details of ex-employees of XXXXX (Name of Employer) who had retired/ resigned at the level of XXXXXX (Define suitable post) from XXXXX (Name of Employer) and subsequently have been employed by us:

| Sl. No. | Name of the person with designation in XXXXXX (Name of Employer) | Date of Retirement/ resignation from XXXXXX (Name of Employer) | Date of joining and designation in our Organization |
|---------|---|--|---|
|---------|---|--|---|

1.
2.
3.

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

#{For a joint venture, either all members shall sign or only the concerned member and authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Note: .

Form 16
(Appendix to Technical Part of the Bid)

Format for Price Adjustment Data

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page _____ of _____ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir/ Madam,

We hereby furnish the details of Price Adjustments:

| Name of Material*** | Price as on 30 days prior to date of bid opening* | Price as on XX days prior to date of shipment* | Variation* |
|---------------------|---|--|------------|
| | | NA** | NA** |
| | | NA** | NA** |

*Detailed calculations as per **Appendix-2 of Form 5** to be enclosed

** Not to be filled at the time of bid submission

*** The materials listed are illustrative, a separate row to be created for each material
for indicating price adjustment

Dated the [Insert date of the month] day of [Insert month, year]
at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))}# {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

#{For a joint venture, either all members shall sign or only the concerned member and authorised signatory as per ITB 19.4, in either case the power of attorney of the authorized bid signatory (signatories) must be attached}

Form 17
(Appendix to Technical Part of the Bid)

**Format of Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance)
and Information for E-payment, PF details and declaration regarding Micro/Small & Medium
Enterprises**

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page_____of_____pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir/ Madam,

- I. We have read the provisions in the Bidding Documents regarding the option for advance payment. Accordingly, we hereby confirm to opt the following:

Interest Bearing Initial Advance

| | | |
|--|----------|---------|
| Supply of Plant Portion: | Yes* [] | No* [] |
| Supply of Installation Services Portion: | Yes^ [] | No^ [] |

(*^ tick ONLY ONE of the selected options)

- II. We are furnishing the following details of Statutory Registration Numbers and details of Bank for electronic payment.

| | | |
|----|---|--|
| 1. | Name of the Supplier/ Contractor in whose favour payment is to be made | |
|----|---|--|

| | | |
|----|---|--|
| 2. | Address with PIN Code and State | Registered Office: Branch Office: Correspondence Address: |
| 3. | Status – Company/others [Declaration of Micro/ Small/ Medium Enterprise under Micro/ Small & Medium Enterprises Development Act 2006, if applicable] | |
| 4. | Permanent Account (PAN) No. | |
| 5. | Goods and Services Tax Registration No.. | |
| 6. | PF Registration No. of the Company | |
| 7. | PF Regional Office covered (with Address) | |
| 8. | Name of Contact Person | |
| 9. | Telephone No(s). Email | Landline(s): Mobile(s): Email ID : |

| | | |
|-----|--|--|
| 10. | Bank Details for Electronic Payment | Name of the Bank: Address of Branch: Account No.: Type of Account: <input type="checkbox"/> Saving <input type="checkbox"/> Current |
| 11. | 9 digit MICR code printed at bottom in middle, next to cheque no. | |
| 12. | IFSC (for RTGS)/NEFT Code (<i>to be obtained from the Bank</i>) <i>Sample Cancelled Cheque to beenclosed</i> | |

We hereby declare that the above information is true and correct and we agree that the payment on account of this Contract, in the event of award, be made in the above account maintained in the above mentioned Bank.

Dated the [*Insert date of the month*] day of [*Insert month, year*] at [*Insert place*].

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

Form 18
(Appendix to Technical Part of the Bid)
FORMAT OF Declaration for tax exemptions, reductions, allowances or benefits)

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]
Page _____ of _____ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

Dear Sir / Madam,

1. We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject Package/ Project, in case of award. We further confirm that we have considered the same in our bid thereby passing on the benefit to XXXXX (Name of Employer) while quoting our prices. In case of our failure to receive such benefits, partly or fully, for any reason whatsoever, the Employer will not compensate us.
2. We are furnishing the following information required by the Employer for issue of requisite certificate if and as permitted in terms of the applicable Govt. of India policies/procedures (in case of award):

| Applicable Act, Notification No. and Clause Ref. No. | Sl. No. | Description of item on which applicable | Country of origin | Remarks, if any |
|--|---------|---|-------------------|-----------------|
| | | | | |
| | | | | |
| | | | | |

(The requirements listed above are as per current Notification of Govt. of India indicated above. These may be modified, if necessary, in terms of the Notifications.)

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials):

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

Form 19
(Appendix to Technical Part of the Bid)
Format of Bank Guarantee verification Check list

NIT/RFB No.: [insert details]
Package Name/ Contract Title: [insert details]

Page _____ of _____ pages

Bidder's Name and Address: To: XXXXX (Name and Address of Employer)
{In case of JV bidder, mention name
and address of all the Joint Venture members}

(Bank Guarantee verification Check list)

Dear Sir/ Madam

We have ensured compliance to the following checklist in submission of Bank Guarantee :

| S. No. | Checklist | Yes | No |
|--------|--|-----|----|
| 1 | Does the bank guarantee compare verbatim with standard proforma for BG? | | |
| 2(a) | Has the executing Officer of BG indicated his name designation & Power of Attorney No. / Signing power Number etc. on BG? | | |
| 2(b) | Is each page of BG duly Signed/ initialed by the executants and last page is signed with full particulars as required in the standard proforma of BG and under the seal of the bank? | | |
| 2(c) | Does the last page of the BG carry the signatures of two witnesses alongside the signature of the executing Bank Manager? | | |
| 3(a) | Is the BG on non-judicial stamp paper of appropriate value? | | |
| 3(b) | Is the date of sale of non-judicial stamp paper shown on the BG and the stamp paper is issued not more than Six months prior to the date of execution of BG? | | |
| 4(a) | Are the factual details such as Bid specification No., LOA No. contract price, etc, correct? | | |

| | | | |
|------|---|--|--|
| 4(b) | Whether Overwriting /cutting, if any on the BG, authenticated under signature & seal of executants? | | |
| 5 | Is the amount and validity of BG is in line with contract provisions? | | |
| 6 | Whether the BG has been issued by a Nationalized bank / Non- Nationalized Bank acceptable to Buyer /Scheduled Bank in India (the applicability of the bank should be in line with the provisions of bidding documents)? | | |

Dated the *[Insert date of the month]* day of *[Insert month, year]*
at *[Insert place]*.

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}:

Full name: {insert full name of authorized Bid Signatory}

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

(Common Seal).....

Appendix to Technical Part

Attachment-4A: List of Special Maintenance Tools & Tackles included in bid price

Electrification works of XXXXXXXX (*name of district*) district in XXXXX (*Name of State*) under GWFCM (SI) SCHEME.

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To: XXXXX (*Name and Address of Employer*)

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject project. The prices for these tools & tackles are included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

| S.No. | For Equipment | Item Description | Unit | Quantity |
|-------|---------------|------------------|------|----------|
| | | | | |
| | | | | |
| | | | | |

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this project shall be furnished by us at no extra cost to the employer.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Appendix to Technical Part

Attachment-4B: List of Special Maintenance Tools & Tackles not included in bid price

Electrification works of XXXXXXXX (*name of district*) district in XXXXX (*Name of State*) under GWFCM (SI) SCHEME.

(List of Special Maintenance Tools & Tackles)

Bidder's Name and Address:

To: XXXXX (*Name and Address of Employer*)

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject Project. The prices for these tools & tackles which are to be taken back after the completion of the work by us are not included in our lumpsum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(a)

(b)

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Form 20

(Appendix to Technical Part of the Bid) Format of Additional Information

NIT/RFB No.: *[insert details]*

Package Name/ Contract Title: *[insert details]*

Page _____ of _____ pages

Bidder's Name and Address:

{In case of JV bidder, mention name

and address of all the Joint Venture members}

To: **XXXXXX (Name and Address of Employer)**

(Additional Information)

Dear Sir/ Madam,

In support of the additional information required as per the Bidding Documents, we furnish herewith our data/details/documents etc., along with other information, as follows (the stipulations have been reproduced in italics for ready reference):

1.0 *The Bidder shall furnish*

A certificate from their Banker(s) (as per prescribed formats in Form 16, Part -3, Section-8: Contract Forms) indicating various fund based/non fund based limits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessary the Employer may make queries with the Bidders' Bankers.

[Reference Part -1, Section 2]

- 1.1** In accordance with 1.0, certificate(s) from banker as per requisite format, indicating various fund based/non fund based limits sanctioned to the bidder or each member of the joint venture and the extent of utilization as on date is/are enclosed, as per the following details:

| | |
|---|--|
| Name of the Bidder/partner of Joint Venture | |
|---|--|

| | |
|---|--|
| Name of the Banker by whom certificate issued | |
| Date of certificate (should not be earlier than 3 months prior to date of bid opening) | |
| Whether fund based/non fund based limits are indicated in the certificate | |
| Whether extent of utilization is indicated in the certificate | |

1.2 The Bidder should accordingly also provide the following information/documents (In case of JV bidders, information should be provided separately for all the Partners of JV in the given format):

(i) Details of Banker:

| | |
|------------------------|--|
| Name of Banker | |
| Address of Banker | |
| Telephone No. | |
| Contact Name and Title | |
| Fax No. | |
| E-mail ID | |

(ii) As per para 1.0, Authorization Letter(s) from the bidder (in case of JV bidder, from all the partners) addressed to the Banker(s), authorizing **XXXXX (Name of Employer)** to seek queries about the bidder with the Banker(s) and advising the Banker(s) to reply the same promptly, is/are enclosed as per following details:

| Sl. No. | Letter Ref. | Date | Addressed to (name of the Bank) |
|---------|-------------|------|------------------------------------|
| | | | |

2.0 OTHER INFORMATION

2.1 Current Contract Commitments of works in progress

Bidders (individual firms or each partners of JV) should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

| Details of Contract | Value of outstanding work (Rs.) | Estimated completion date |
|---------------------|---------------------------------|---------------------------|
| | | |

2.2 Financial Data :

| | (In Rs. Millions) | | | | | | | | | |
|------------------------|---------------------------------|--|--|--|--|-----------------------------------|--|--|--|--|
| | Actual (previous five years) | | | | | Projection for next five years | | | | |
| 1. Total Assets | | | | | | | | | | |
| 2. Current Assets | | | | | | | | | | |
| 3. Total Liability | | | | | | | | | | |
| 4. Current Liability | | | | | | | | | | |
| 5. Profit before taxes | | | | | | | | | | |
| 6. Profit after taxes | | | | | | | | | | |

1. The information/documentation in support of Bidder's design infrastructure and erection facilities and capacity and procedures including quality control related to the work, are enclosed at _[.....]_____ herewith.
2. The CV and experience details of a project manager with 15 years' experience in executing such contract of comparable nature including not less than five years as manager and the CVs of other employees to be deputed for the subject work, are enclosed at _[.....]_ herewith.

Dated the [Insert date of the month] day of [Insert month, year]
at [Insert place].

Signature {(of Bidder's authorized Bid Signatory (ies))[#] {In full and initials}:

Full name: {insert full name of authorized Bid Signatory }

Title: {insert title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's name, if applicable):

Capacity: {insert the person's capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax number, if applicable}

Email: {insert the authorized Bid Signatory's email address}_____

(Common Seal).....

Form 21

(Appendix to Technical Part of the Bid) Format of Integrity Pact

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT GENERAL

This pre-bid contract Agreement (herein after called the Integrity Pact) is made on _____ day of the month of _____ 20... , between, on one hand, the [Utility Name] Acting through Shri....., Designation of the officer, (hereinafter called the "[UTILITY NAME]", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. _____ represented by Shri _____ (hereinafter called the "BIDDER/SUPPLIER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the [UTILITY NAME] propose to procure Plant and Installation Services as per the Scope of Work Mentioned in the RFB document (hereinafter called the "Facilities", against RFB No. [.....] for [Package Name/ Contract Title] which expression shall mean and include, unless the context otherwise requires, any additions & deletions in the said "Facilities") and the BIDDER/ Supplier is willing to offer/has offered the said "Facilities".

WHEREAS the BIDDER/ Supplier is a Private Company/Public Company/LLP/ Government Undertaking/ Partnership/Proprietorship, constituted in accordance with the relevant law in the matter and the [UTILITY NAME] is a Ministry /Department of the Government of [State Name] /SPSU performing its function on behalf of the Governor of [State Name].

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the Contract to be entered into with a view to:-

Enabling the [UTILITY NAME] to obtain the desired "Facilities" at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/ SUPPLIER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other practices and the [UTILITY NAME] will commit to prevent corruption, in any form, by its official by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:
Commitments of the [UTILITY NAME]

1.

1.1. The [UTILITY NAME] undertakes that no official of the [UTILITY NAME], connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER/SUPPLIER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The [UTILITY NAME] will, during the pre-contract stage, treat all BIDDER/SUPPLIER alike, and will provide to all BIDDER/SUPPLIER the same information and will not provide any such information to any particular BIDDER/SUPPLIER which could afford an advantage to that particular BIDDER/SUPPLIER in comparison to the other BIDDER(S)/SUPPLIER(S).

1.3. All the officials of the [UTILITY NAME] will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SUPPLIER to the [UTILITY NAME] with the full and verifiable facts and the same is prima facie found to be correct by the [UTILITY NAME], necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the [UTILITY NAME] and such a person shall be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by the [UTILITY NAME], the proceedings under the contract would not be stalled.

Commitments of BIDDERS/SUPPLIERS

3. The BIDDER/SUPPLIER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1. The will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the [UTILITY NAME], connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2. The BIDDER/SUPPLIER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the [UTILITY NAME] or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
- 3.3. The BIDDER/SUPPLIER shall disclose the name and address of agents and representatives and Indian BIDDERSs shall disclose their foreign principals or associates.
- 3.4. The BIDDER/SUPPLIER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5. The BIDDER/SUPPLIER further confirms and declares to the [UTILITY NAME] that he BIDDER/SUPPLIER is the original manufacture/Integrator/authorized government sponsored export entity of the defense stores and has not engage any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the [UTILITY NAME] or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER/SUPPLIER, nor has any amount been paid. Promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6. The BIDDER/SUPPLIER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the [UTILITY NAME] or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7. The BIDDER/SUPPLIER will not collude with other parties interested

in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.8. The BIDDER/SUPPLIER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9. The BIDDER/SUPPLIER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the [UTILITY NAME] as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER/SUPPLIER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10. The BIDDER/SUPPLIER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11. The BIDDER/SUPPLIER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12. If the BIDDER/SUPPLIER or any employee of the BIDDER/SUPPLIER or any person acting on behalf of the BIDDER/SUPPLIER, either directly or indirectly, is a relative of any of the officers of the [UTILITY NAME], or alternatively, if any relatives of an officer of the [UTILITY NAME] had financial interest/stake in the BIDDER's/SUPPLIER's firm, the same shall be disclosed by the BIDDER/SUPPLIER at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.
- 3.13. The BIDDER/SUPPLIER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the [UTILITY NAME].

4. Previous Transgression

- 4.1. The BIDDER/SUPPLIER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's/SUPPLIER's exclusion from the tender process.
- 4.2. The BIDDER/SUPPLIER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or

the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit) (If applicable as per ITB Clause 18)

5.1. While submitting commercial bid, the BIDDER/SUPPLIER deposit an amount

_____ (as specified in TENDER) as Earnest Money/Security, Deposit, with the [UTILITY NAME] through any of the following instruments:

5.1.1. Bank Draft or a Pay Order in favour of '[Utility name]' payable at [....]

5.1.2. A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the [UTILITY NAME] on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the [UTILITY NAME] shall be treated as conclusive proof of payment.

5.1.3. Any other mode or through any other instrument (to be specified in the TENDER).

5.2. The Earnest Money/ Security Deposit shall be valid as per terms of TENDER.

5.3. In the case of successful BIDDER/SUPPLIER, a clause would also be incorporated in the Article pertaining to Performance Bond in the procurement Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the [UTILITY NAME] to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the [UTILITY NAME] to the BIDDER/SUPPLIER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the

BIDDER/SUPPLIER/SUPPLIER) shall entitle the [UTILITY NAME] to take all or any one of the following actions, wherever required:-

6.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER/SUPPLIER. However, the proceedings with the other BIDDER(s) would continue.

6.1.2. The Earnest Money Deposit (in pre-contract stage) and/or

Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the [UTILITY NAME] and the [UTILITY NAME] shall not be required to assign any reason, therefore.

6.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

6.1.4. To recover all sums already paid by the [UTILITY NAME], and in case of the Indian BIDDER/SUPPLIER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State of India, while in case of a BIDDER/SUPPLIER from a country other than India with Interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the [UTILITY NAME] in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest

6.1.5. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SUPPLIER, in order to recover the payments, already made by the [UTILITY NAME], along with interest.

6.1.6. To cancel all or any other contracts with the BIDDER/SUPPLIER. The BIDDER shall be liable to pay compensation for any loss or damage to the [UTILITY NAME] resulting from such cancellation/rescission and the [UTILITY NAME]/PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER/SUPPLIER.

6.1.7. To debar the BIDDER/SUPPLIER from participating in future bidding processes of the Government of India [UTILITY NAME]/PRINCIPAL for a minimum period of five years, which may be further extended at the discretion of the [UTILITY NAME].

6.1.8. To recover all sums paid in violation of this Pact by BIDDER/SUPPLIER (s) to any middlemen or agent or broker with a view to securing the contract.

6.1.9. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the [UTILITY NAME] with the BIDDER/SUPPLIER, the same shall not be opened.

6.1.10. Forfeiture of performance Bond in case of a decision by the [UTILITY NAME] to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2. The [UTILITY NAME] will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by

the BIDDER/SUPPLIER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SUPPLIER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3. The decision of the [UTILITY NAME] to the effect that a breach of the provisions of this pact has been committed by the BIDDER/SUPPLIER shall be final and conclusive on the BIDDER/SUPPLIER. However, the BIDDER/SUPPLIER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. deleted

7.1. deleted

8. Independent Monitors

8.1. The [UTILITY NAME] has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors shall be published subsequently by [UTILITYNAME]).

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the [UTILITY NAME].

8.6. The BIDDER/SUPPLIER(s) accepts that the Monitors has the right to access without restriction to all project documentation of the [UTILITY NAME] including that provided by the BIDDER/SUPPLIER. The BIDDER/SUPPLIER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/SUPPLIER/Subcontractors(s) with confidentiality.

8.7. The BUYER will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of [UTILITY NAME] /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the [UTILITY NAME]/BIDDER/SUPPLIER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the [UTILITY NAME] or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SUPPLIER and the BIDDER/SUPPLIER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the [UTILITY NAME].

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any extent law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the [UTILITY NAME] and the BIDDER/SUPPLIER, including warranty period, whichever is later. In case BIDDER/SUPPLIER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____

Signed on (Insert the Date)

Signature (of Bidder's authorized Bid Signatory)[#] {In full and initials}:

Full name: {insert full name of authorized

Bid Signatory } Title: {insert
title/position of authorized Bid Signatory }

Name of Bidder (Sole Bidder's name or Consortium/ JV's
name, if applicable): Capacity: {insert the person's
capacity to sign for the Bidder}

Address: {insert the authorized Bid Signatory's address}

Phone/fax: {insert the authorized Bid Signatory's phone and fax
number, if applicable}

Email: {insert the authorized Bid Signatory's email address}

*[#]{For a joint venture, either all members shall sign or only the
authorised signatory as per ITB 19.4, in which case the power of
attorney to sign on behalf of all members shall be attached}*

Witness

1. _____

2. _____

[UTILITY NAME]

Name of the Officer Designation

Deptt/MINISTRY/PSU

Witness

1. _____

2. _____

* Provision of these clauses would need to be amended/deleted in line with the policy of the [UTILITY NAME] in regard to involvement of Indian agents of foreign supplies.

CERTIFICATE – M

[ON Rs.300/- Stamp Paper Duly Notarized]
(To be submitted in Physical form with EMD Cover Documents)

Subject: Supply of _____

Reference: Tender enquiry No.:

“I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our firm is not from such a country and is eligible to be considered.”

OR

I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We certify that our firm is from such a country and I/We have been registered with the Competent Authority (Registration committee constituted by Department for Promotion of Industry and Internal Trade (DPIIT) [Evidence of valid registration by the Competent Authority is attached]. Further I/We hereby certify that our firm fulfills all requirements in this regard and is eligible to be considered.”

Seal of the Firm

Signature of the Authorized
Representative of the firm

Date:

Name:

Status:

Name of the Tendering Firm / Agency:

ANNEXURE-A (GST e-Invoicing)
(On Stamp Paper of Rs. 300 Duly Notarized)

Date: _____

To,
Chief Engineer (O&M)
Corporate Office,
DGVCL Surat.

Respected Sir,

I, (Name of the Authorized Signatory) having age , Designation _____ of M/s _____ (Name of the seller with address) having _____ (PAN) and _____ (GST no. do hereby declare that DGVCL has awarded the order of (Description of Supply Order/Contract Order) having (Order No and Date) and we hereby undertake that We, M/s _____ have the sales / gross receipts/ turnover of more than/ less than (strike out whichever is not applicable) Rs. 5 Crores in the current financial year and we are covered / not covered under the provisions of e-invoicing under GST.

We hereby undertake to comply the provisions of e-invoicing under GST and indemnify DGVCL for any financial/ non-financial loss that DGVCL has to suffer due to non- compliance of e-invoicing provisions under GST Act and rules thereunder including non-availability of Input Tax Credit (ITC) of GST to DGVCL within prescribed time limit.

Thanking You.

For,

(Name of Authorized Signatory)
Designation:

Annexure- C

Declaration (Duly Notarized) on Rs. 300/- Non-Judicial Stamp Paper

I _____ authorized signatory of M/s _____ for Tender No. _____, certify that Mr./ Mrs./ Ms. _____ is our Company's authorized representative and he/ she is employee of our Company/ Firm. It is further declared that he/ she is not representative/ employee of any other Company/ Firm.

He/ She is authorized for coordination/ follow up relating to this tender. Details of Authorized

Representative

Full Name: _____
Designation: _____
Contact Number: _____
Office Address: _____
E-mail ID: _____

Accepted and confirmed the above facts

Specimen Signature: _____

It is certified that signed made by above authorized representative in my presence.

Signature of Authorized signatory: _____
Full Name: _____
Contact Number: _____
Office Address: _____
E-mail ID: _____

Place: _____

Date: _____

Section - 5 : Bidding Forms - Financial Part of the Bid

1. Illustration of Price schedule (Supply of Materials & Installations):

Schedule-1

"Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at **Piplod-A** Sub-Division of **Piplod** Division of **Surat City** Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM)."

Note: Quantity and Unit prices is declared by the employer as 'SCHEDULE-B' with the tender documents for every items. Bidders only have to quote % above/below in the above schedule-I in N-procure. Bidder have to upload signed 'SCHEDULE-B' with other tender documents compulsorily.

Bidder's Name and Address:

Date:

Place:

Signature:

Printed Name:

Designation:

Common Seal:

Section - 6 : Employer's Requirements

1. OVERVIEW OF THE SCOPE OF WORKS:

Survey, Design, Engineering, Manufacture, Testing, Supply to Destination Site Basis, including transportation & insurance, Storage, Erection, Testing, Commissioning & Charging of the all equipment's / items, all necessary clamp, lugs, misc. items like nut bolt, LT insulating tape etc. & dismantling of existing network with all associated material (i.e. poles, cond., LT ABC, Guy Set, fabrication material etc.) and it credit to store & Complete it in all respect as per the directives of the Engineer-in-Charge.

The major activities involved in the project are as under:

- 1.1 Providing engineering data, and drawing for review, approval and records. The Contractor shall carry out, and be responsible for, final design of the works, including any site surveys including Surface utility Engineering (Survey work of verification of Underground utilities using GPR & EPL (Ground Penetrating Radar and Electronic Pipe locator- Sample Survey Report attached), subsoil investigations and all other things necessary for proper planning design and execution. The initial site surveys will be carried out for tentative freezing of the material requirement and the work content finalization, within one month of commencement of project, and this will be a joint survey, along with the Engineer-in Charge. The same shall be reviewed progressively on quarterly basis for freezing of the material requirement and work content. Design shall be prepared by qualified designers who are engineers and experienced in design of transmission and distribution systems. Employer shall provide all options proposed for loss reductions to the contractor. Contractor, while surveying the execution of work, shall keep this requirement in view and suggest best that capital investment yields optimal technical and commercial benefits, including reduction in technical losses, improvement in voltage profile, and enhancement of network performance, options in descending order, means, maximum option shall be proposed on priority. Also, while executing the works, same priority of works must be followed. The changes in design should be approved by Engineer-in-charge of DGVCL.
- 1.2 Supply of all required material as per technical specification from approved vender of GUVNL & Subsidiary Company only.
- 1.3 Supply and fixing of indoor / outdoor termination kit suitable for XLPE as per size of cable as per Technical Specifications and shown in schedule B.
- 1.4 Supply and fixing of HDPE/DWC pipe as per technical specification.
- 1.5 Required civil work for FSP/MSP plinths, same shall be painted (two coats) with plastic emulsion paint of approved brand and manufacture on undecorated wall surface to give an even shade including thoroughly brushing the surface free from mortar droppings and other foreign matter and sand papered smooth Apex light shade code 7980 sand base and clearly visible logo of DGVCL (as per right corner of this tender document) shall be painted on front side of plinth.
- 1.6 Laying of cable, testing and commissioning Cable trench at minimum the depth of 750 mm is to be dug with width-300 mm as per drawing in any type of soil. Spreading of sand at the bottom of the trench min 75mm laying of LT armored XLPE Cable in the Centre of the trench. Utmost care should be taken while loading / unloading and unwinding the cable drums. Covering the cable with 1" thick, 6"dia. Having minimum length 12" half round cement pipes. Warning Tape must be placed approximately 300 mm above the cable for safety. Back feeling the trench so as to make the surface smooth Erection of LT

armored XLPE Cable from Transformer, FSP, MSP, Consumer Service point with cable tags and permanent identification.

The Contractor shall carry out detailed site survey and Subsurface Utility Engineering (SUE) investigations, including verification of existing underground utilities using Ground Penetrating Radar (GPR), Electromagnetic Pipe Locator (EPL) and other suitable techniques, wherever required, prior to commencement of excavation, trenching, HDD drilling/Push Pull method, cable laying or any other underground works. The survey shall be undertaken by competent personnel having adequate experience in underground utility detection and mapping. The Contractor shall submit the survey report, utility mapping details and recommendations for execution methodology to the Engineer-in-Charge for review and approval. The Contractor shall incorporate the observations of the Engineer-in-Charge and obtain approval before commencement of excavation, trenching, HDD or other underground activities. No additional payment shall be admissible on this work.

Horizontal drilling without damage to surface road using Augur machine and putting of HDPE pipe (as per suitable LT armored XLPE Cable dimension mentioned in BoQ) and laying of LT armored XLPE Cable of different size 10mm²- 400mm² as per site condition & instruction of Engineer in charge. The detail map and excel sheet (hard copy & soft copy) indicating the respective depth and distance from adjacent land mark for each segment for HDD is to be submitted as per instructions of Engineer in charge.

- The base frame of FSP shall be of minimum 300 mm height and the same shall be installed on RCC/brick masonry plinth. The plinth height may be increased in water logging/flood prone areas or as per site conditions and instruction of Engineer-in-Charge.
 - Required civil work for FSP, MSP, SFU plinth, foundation, brick masonry, grouting and allied works shall be carried out by the bidder. The civil work dimensions and height/depth may vary depending upon site conditions and instructions of the Site In-charge/Engineer-in-Charge, and the same shall be Payable as per quoted rate for additional height.
 - Approval for charging of the LT UG Cables erected by you from electrical inspector.
 - Bids not covering the above entire scope of works shall be treated as incomplete and shall be rejected.
- 1.7 Bids containing deviations form will be considered as non-responsive.
- 1.8 Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.
- 1.9 This specification covers the detailing, engineering, manufacturing, testing at works, packing, supply, storage, insurance and handling at site, erection, Cable laying testing, commissioning and handing over in ready to switch on condition to DGVCL of complete all HT/LT equipment's/ accessories. However, if any item is left out, standard specification of Rural Electrification Corporation (REC) will be applicable for the same.
- 1.10 The major activities involved in the project are as under:
- Supply & Erection of LT Armored XLPE Cable and Termination.
 - Supply & Erection of Feeder Section Pillar (FSP) and Mini Section Pillar (MSP) with suitable height as per instructions of Engineer in charge.
 - Required civil work for FSP, MSP, SFU plinth, etc..to be done as per terms & conditions.
 - Dismantling of HT/LT Overhead/Underground Distribution Network and crediting to store as per instruction of Project Manager / Engineer – in - Charge.
 - Any kind of the restoration work to be done by the Contractor during execution of the work. Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing,

Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.

- In case the any component likes LT armored XLPE cable, FSP, MSP etc. is burnt or damaged due to negligence of the Contractor or due to faulty operation it shall be sole responsibility of the Contractor to get it rewound / replaced / repaired, as per standards of the equipment/component, free of cost.
- The Contractor's responsibility for repairing metaled portion of the road during maintenance (i.e.CC Roads, BT Roads, Paver Blocks, Footpaths, Drains, Utility Trenches etc.) and shall include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic and provision of medical first aid to victims of the accidents or other incidents No additional payment shall be made for restoration.

1.11 The Contractor shall compulsorily use the "Call Before U Dig (CBuD)" Mobile Application before commencement of any excavation / digging / trenching / drilling / boring / earthwork activity. Any damage to underground utility assets due to non-usage or improper usage of the CBuD application shall be the sole responsibility of the Contractor, and the cost of rectification / penalty shall be recovered from the Contractor.

1.12 Power and communication cables shall as far as possible cross each other at right angles. The horizontal and vertical clearances between them shall not be less than 60cm

1.13 All the sundries material like Clamps, Screws, nuts, bolts, nails etc. is at Contractor's cost.

1.14 Night Working in Congested Areas:

- The Contractor shall deploy adequate manpower, machinery, illumination arrangements, safety barricading, traffic diversion measures, blinking lamps, warning signboards and supervisory staff for execution of works during night hours, wherever directed by the Engineer-in-Charge in congested urban areas, market places, commercial zones, major traffic corridors and locations. No additional compensation shall be payable on account of night working, and the Contractor shall comply with all safety regulations, local authority requirements and instructions of the Engineer-in-Charge. Further, no time limit extension shall be granted for non-execution of the work during the day time in congested having high footfall, occupancy, public gathering area.

1.15 Work Execution during Monsoon Period

- The Contractor shall plan and execute the works during monsoon period in such a manner that water logging, obstruction to storm-water drainage and inconvenience to residents are avoided. Prior to commencement of excavation/trenching activities inside residential societies, apartments or gated premises during monsoon, the Contractor shall obtain written consent/NOC from the Society President/Authorized Representative and submit a copy to the Engineer-in-Charge. The Contractor shall make adequate arrangements for dewatering, temporary drainage, protection of excavated trenches and immediate restoration at his own cost. Any damage, flooding, water logging or public complaints arising due to negligence of the Contractor shall be rectified by the Contractor at his own risk and cost.

1.16 The major maintenance activities involved in the project are as under:

- Routine & special maintenance of all electrical equipment will be carried by the contractor free of cost during the guarantee period at least once in Six months. Maintenance will also include required skilled man power, material & consumables items for routine, special & periodic maintenance & day to day operation.
- The contractor shall submit and get approved maintenance schedule from the Engineer in-charge at the time of taking over the asset.
- All routine preventive maintenance including break down repairs are to be carried out by Contractor as per manufactures recommendations.
- The Contractor's responsibility for repairing metaled portion of the road during maintenance and shall include prompt removal of debris or any other obstruction, which may endanger or interrupt the smooth flow of traffic and provision of medical first aid to victims of the accidents or other incidents.
- Any special repairs due to damages during heavy rain, as per the instructions received from engineer in-charge, shall also be part of contractor' scope of work.
- Providing Operation & Maintenance manual which shall have separate sections for operations and maintenance.
- Maintenance of Earth Pits: Routine maintenance of the pits shall include checking to see if any debris or garbage has accumulated.
- Throughout the maintenance Period, the Contractor should keep record for works carried out and other changes made to the Project Equipment & Network.
- The Contractor shall provide list of all tools and tackles which will be required for proper operation and maintenance of equipment. He shall include the cost of these in his offer and shall hand over to Engineer-in-Charge the tools and tackles in good working condition after expiry of operation and maintenance period. If any tool, other than those specified by Contractor is required during the O& M period the same shall be supplied free of cost.
- The Contractor **shall carry out, and be responsible for, final design of the works, including any site surveys, subsoil investigations and all other things necessary for proper planning design and execution.** The initial site surveys will be carried out for tentative freezing of the material requirement and the work content finalization, within one month of commencement of project, and this will be a joint survey, along with the concern Engineer-in-Charge. Contractor, while surveying the execution of work, shall keep this requirement in view and suggest best that capital investment yields optimal technical and commercial benefits, including reduction in technical losses, improvement in voltage profile, and enhancement of network performance, options in descending order, means maximum option shall be proposed on priority. Also, while executing the works, same priority of works must be followed. The changes in design should be approved by Engineer-in-charge.
- Liaison for Preparation of site drawing and approval / NOC of Electrical inspector & other local utilities like telecom networking, GAS, water, drainage, road authority, Mahanagar Palika, Nagarpalika etc. is in scope of contractor. It seems, the Contractor shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment. The stipulated fees for getting the NOC / approval shall be paid by DGVCL after submission of authentic documentary evidence.

1.17 Road Restoration / Resurfacing Clause

- During execution of LT Underground Cable Network work, if excavation/trenching is carried out on Government Roads, SMC Roads or roads under any local authority jurisdiction, the bidder shall obtain necessary permission from the concerned authority before commencement of work.
- After completion of cable laying work, restoration/resurfacing of road shall be carried out as per approved standards and requirements of the concerned authority. The bidder shall initially make payment towards road restoration/resurfacing charges to the concerned authority wherever applicable.
- The road restoration/resurfacing charges approved by SMC/concerned authority shall be reimbursed by DGVCL to the bidder subject to submission of authentic supporting documents such as permission letter, approval letter, payment receipt, measurement details, restoration bill and other relevant documentary evidence duly certified by competent authority.
- Any extra expenditure incurred due to damage caused by improper work execution, deviation from approved route, or non-compliance of authority guidelines shall be borne by the bidder. The bidder shall also ensure proper barricading, safety arrangements, warning signage, traffic management and restoration of site conditions during and after execution of work. the details of charges approved by SMC is enclosed in tender documents.

1.18 Defect Liability Period is 24 Months for whole Project & 60 Months cables, FSP, and MSP,SFU in Under Ground Project.

1.19 Contractor shall liable to get the approval from Electrical Inspector. After receiving the approval of Electrical Inspector, system shall be charged in the presence of Engineer-in-Charge.

1.20 Any kind of the restoration work to be done by the Contractor during execution of the work. Any other item not specifically mentioned in the specifications but which are required for Erection, Laying, Testing, Commissioning and satisfactory operation of the Distribution lines are deemed to be included in the scope of the specification unless specifically excluded.

1.21 The Portal owned GUVNL & its subsidiary companies have implemented GIS based asset tagging activities in the past and migrated asset information into GIS platform. Bidder should update various attributes of new / upgraded infrastructure created under SI/Gujarat Wire Free City Mission. Distribution Transformer, FSP, MSP & UG LT armored XLPE Cable etc. and Underground distribution system consists of Feeder pillar etc.; needs to be updated in the existing GIS/Geo Urja platform. The GIS platform and the associated mobile-app will be provided by the DGVCL. The scope of the bidder is limited to updating the GIS/Geo Urja co-ordinates and the associated mapping information of the new assets created/upgraded on the platform provided by the DGVCL using the mobile app. However, no additional payment shall be made to the Contractor for these works. using the mobile app.

This specification intends to cover but not limited to the following activities, services and works:

- Providing engineering data, and drawing for review, approval and records.
- Supply, testing, packing, transportation and insurance from the manufacturer's work to the site.
- Receipt, storage, insurance, preservation and conservation of equipments at the site.
- Fabrication, pre-assembly (if any), erection, testing and putting into satisfactory operation of all the equipments/ materials including successful commissioning.
- In addition to the requirements indicated in this section, all the requirements as stated in Technical specifications shall also be considered as a part of this specification as if completely bound herewith.
- Providing all materials, equipments and services specified or otherwise, including survey, which are required to fulfill the intent of ensuring operability, maintainability and the reliability of the complete works covered under this specification.
- During warranty period the bidder is required to provide all the services and activities mentioned in the contract.
- Preparation of project completion report/ closure proposal along with a report clearly indicating completion of any outstanding/ remedial work that needs to be carried out.
- Handing over the works to the employer for taking into commercial services.

Execution of all other works as per tender document. All Steel structure except STPs shall be hot dip galvanized as per relevant Indian Standard.

- All the raw materials such as steel, zinc for galvanizing, reinforcement steel and cement for foundation, coke for earthing, bolts, nuts & washers, danger plates, phase plate, number plate etc. required for substations & its structures shall be included in the scope of supply. Bidders shall clearly indicate in their offer, the sources from where they propose to procure the key raw materials and the components.
- A set of drawings are enclosed with this bid document. These are tender drawings and are to be approved by the Employer. These drawings are indicative in nature and therefore, must be referred while preparing drawings for approval.
- All the new assets created under Gujarat Wire Free City Mission to be properly GIS tagged with the help of mobile App (GEO URJA) provided by the Employer.
- The engraving of word "Developed under Gujarat Wire Free City Mission" in materials viz., Poles, Transformers (All types), Cables, 1.1KV XLPE Cables, FSP, MSP, SFU and all other associated material etc is mandatory requirement. The Employer shall ensure strict compliance of this requirement. Also, while processing payments to the Contractor, suitable documentary evidence / photographs must be asked by the Employer in support of the compliance.
- Major infrastructures like new primary substation, new Distribution Transformer, new lines etc developed under Gujarat Wire Free City Mission needs to be clearly denoted by a signboard that should represent
 - About the Work
 - Date of Commissioning
 - Estimated cost
 - Scheme
 - Employer's details

- The Manufacturing Quality Plan (MQP) shall be finalized by the Employer in consultation with the contractor/manufacturer in line with the Technical Specifications and as per Employer's practices
- A. Supply of Plant and Services under this tender covers all interventions required for satisfactory operations of the facilities unless specifically excluded. Scope includes Design, Supply, survey, installation, erection testing and commissioning, on turnkey basis. The types of works envisaged in the SI scheme are:

Loss Reduction/ Upgrading Network : 1.1 KV XLPE CABLES with its accessories

- Conversion of existing bare conductor by 1.1 KV XLPE UG Cable with its accessories

"Site survey including underground utility verification, Engineering, Procurement, Supply, Loading, Transportation, Unloading, Insurance, Delivery at Site, Handling, Storage, Installation, Testing, Commissioning Including Documentation of All Items/Material required to complete works for Turnkey Based Contract For Conversion of Existing LT Line Network Including Consumer Service Lines Into Under Ground Cable Network using FSP/MSP & Ring Main System at **Piplod-A** Sub-Division of **Piplod** Division of **Surat City** Circle and anywhere in Surat District Under DGVCL with GIS Mapping / Geo Urja Mapping (Developed by GUVNL) and Asset Tagging under Gujarat Wire Free City Mission (GWFCM)."

All items to be supplied and erected shall be strictly as per the specifications given in the Bid and should comply the relevant standards and any amendments thereof.

Any deviation taken by the bidder and not specifically / clearly brought out in the price schedule will not be considered as a valid deviation.

In addition to the works mentioned above the bidder is required to take care of the activities listed below:-

1. Survey

- Providing engineering data, and drawing for review, approval and records. The Contractor shall carry out, and be responsible for, final design of the works, including any site surveys including Surface utility Engineering (Survey work of verification of Underground utilities using GPR & EPL (Ground Penetrating Radar and Electronic Pipe locator- Sample Survey Report attached), subsoil investigations and all other things necessary for proper planning design and execution. The initial site surveys will be carried out for tentative freezing of the material requirement and the work content finalization, within one month of commencement of project, and this will be a joint survey, along with the Engineer-in Charge. The same shall be reviewed progressively on quarterly basis for freezing of the material requirement and work content. Design shall be prepared by qualified designers who are engineers and experienced in design of transmission and distribution

systems. Employer shall provide all options proposed for loss reductions to the contractor. Contractor, while surveying the execution of work, shall keep this requirement in view and suggest best that capital investment yields optimal technical and commercial benefits, including reduction in technical losses, improvement in voltage profile, and enhancement of network performance, options in descending order, means, maximum option shall be proposed on priority. Also, while executing the works, same priority of works must be followed. The changes in design should be approved by Engineer-in-charge of DGVCL.

- The survey shall be carried out in such a manner that every consumer receives reliable and uninterrupted power supply through Ring Main System arrangement. The bidder shall conduct detailed field survey of the existing LT distribution network and identify all requirements for network strengthening, augmentation and modification.
- Any requirement of additional MSP, feeder bifurcation, cable enhancement, load balancing, modification in existing LT network, or any other necessary LT side improvement shall be identified with proper technical justification and included in the survey report. The LT side network modification work shall be carried out by the bidder.
- Further, any augmentation/modification required in HT network, including HT line extension/modification and transformer augmentation/replacement, shall also be clearly identified in the survey report with proper technical justification and supporting details. The HT side network modification work shall be carried out by DGVCL.

2. Project Management System

2.1. General

The Contractor shall assign a project manager with the authority to make commitments and decisions that are binding on the Contractor. Employer will designate an officer incharge to coordinate all employer project related activities. All communications between employer and the Contractor shall be coordinated through the project manager and officer incharge of Employer. The project managers shall also be assisting employer in communicating project related information to other stake holders.

Bidder shall submit the manpower deployment plan along with the bids, describing the key roles of each person.

The role and responsibilities of contractor shall be as follows:

- a) To prepare, maintain and update project detailed Work Execution Plan for successful implementation of project like approval of GTP, approval of sub-contractor, approval of drawings, supply of materials, mobilization of men, material and equipment etc. at site for successful completion of works, Compile and up-load physical as well as financial progresses, compile the progress of works at Employer level and to assist in forwarding it to all stake holders.
- b) To actively participate with employer in resolving all issues relating to project implementation including ROW, Forest Clearances and Railway Crossings.

- c) To actively participate in monitoring, reviewing and analysing the physical, financial and quality assurances works' progress of Gujarat Wire Free City Mission works and also to take suitable measures on compliance of observations being raised during monitoring/review meetings with employer.
- d) To upload and up-date project wise physical progress in web portal/ Soft copy form. Physical as well as financial progresses shall be uploaded in standard Bill of Material format of the contract. Also, to submit invoices as per released Gujarat Wire Free City Mission guidelines to Employer for release of payments/funds.
- e) To oversee the progress and compliance of the Quality Assurance Mechanism as per Employers requirements.

2.2. Project Schedule

As per the schedule the bidder shall submit a preliminary implementation plan along with the bid. The detailed project implementation schedule shall be submitted by the contractor after the award of contract for employer's approval, which shall include at least the following activities:

- a) Surveying of site by verification using (GPR & EPL).
- b) Documents submission and approval schedule
- c) Pre-Dispatch Inspection schedule
- d) Dispatch Schedule
- e) Installation & commissioning schedule
- f) Training schedule, if any.

The project schedule shall include the estimated period for completion of project and its linkage with other activities etc. It is expected that the contractor should share updated project schedule based on the actual progress done at site, priorities of the employer, availability of material etc once per quarter along with the Progress report.

2.3. Progress Report

A progress report shall be prepared by the Contractor each month against the activities listed in the project schedule. The report shall be made available to employer on a monthly basis, e.g., the 10th of each month. The progress report shall include all the completed, ongoing and scheduled activities.

2.4. Transmittals

Every document, letter, progress report, change order, and any other written transmissions exchanged between the Contractor and employer shall be assigned a unique transmittal number. The Contractor shall maintain a correspondence index and assign transmittal numbers consecutively for all Contractor documents. Employer will maintain a similar correspondence numbering scheme identifying documents and correspondence that employer initiates.

3. Quality Assurance and Evaluation Mechanism

The Quality Assurance (QA) will be carried out by Employer. The Employer may engage an Authorised representative of employer responsible & accountable for assuring quality in said works. Key activities would include:

- Formulation of a detailed comprehensive Quality Assurance Mechanism (QAM) plan/Guaranteed Technical Particulars as the case may be in the State for the works to be carried out under SI scheme with an objective to create quality infrastructure works. The QAM and Inspection Plan shall be integral part of the contract agreement with turnkey contractor or equipment supplier and erection agency as the case may be in case of turnkey/ or departmental execution of works.
- Ensuring that the quality of materials/equipment supplied at site and execution of works carried out at field under Gujarat Wire Free City Mission scheme is in accordance to Manufacturing Quality Plan (MQP)/Guaranteed Technical Particulars (GTP) and Field Quality Plan (FQP)/Approved Drawings/Data Sheets respectively.

4. Quality checks to be ensured by Turnkey Contractor:

Turnkey Contractor shall strictly ensure QAM checks during the day to day course of project execution, which are as follows:

- a. Pre-dispatch inspections of all materials viz. as per MQP/GTP, Approved Drawings, Technical Specifications, Datasheet, GTP, applicable national & international standards as per GCC Clause 23.
- a. 100% verification of all the works/materials for quality of material as per MQP/GTP, Approved Drawings, Technical Specifications, Datasheet and erection works in the field as per FQP/approved drawings.
- b. 100% verification of materials utilised under the scheme.
- c. 100% verification of works done

4.1.0. Vendor approval: All the materials procured for the project works shall be purchased from the authorised vendors approved by the Quality Assurance Department of Employer. Approved vendors list is uploaded periodically on the Employer web portal.

New vendors/suppliers may be approved by Employer, provided capability of manufacturer(s) is assessed suitably by visiting the factory premises and checking the testing facility available before accepting it as an approved vendor. If required, State Electricity Board/Power Department/ Distribution Companies may adopt vendors already approved by CPSEs.

4.1.1. FQP for Civil works: Employer shall prepare a separate FQP/field execution drawings which shall be approved by their competent authority. The turnkey shall adhere to this FQP/drawings while carrying out physical works.

4.1.2. FQP for testing & commissioning: Employer shall prepare a comprehensive Pre-commissioning test Check-list for testing & 11 kV MVCC etc. The electrical system shall be energized only after performing all tests as described in the pre-commissioning test checklist. and inspection from the electrical inspector of the state (or as the practice may be). Proper records in this regard, including tests on earth resistance, insulation resistance of 11 kV line & Distribution Transformer etc. shall be maintained, jointly signed by

Employer and turnkey representatives.

4.1.3. Quality Assurance Mechanism (QAM) to be followed by the Contractor is as below:

- a. The Contractor shall be responsible and accountable for assuring quality in the scheme works. Accordingly, the Contractor shall formulate a comprehensive Quality Assurance mechanism (QAM) and Inspection Plan with an objective to build quality infrastructure under the project, which should be approved by the Employer. Alternately, the Employer may also provide its QAM which needs to be complied by the Contractor. The QAM and Inspection Plan shall be an integral Part of the contract agreement with turnkey Contractor or equipment supplier/vendor and erection agency as the case may be in case of partial turnkey and departmental execution of works. Documentation with regard to Quality Assurance and Inspection Plan shall be maintained by the Contractor and kept in proper order for scrutiny during the course of project execution and for future reference. The Contractor has to ensure that the quality of materials/equipment's supplied at site and execution of works carried out at field is in accordance to the Manufacturing Quality Plan (MQP)/Guaranteed Technical Particulars (GTP) and Field Quality Plan (FQP)/Approved Drawings/Data Sheets respectively.
- b. Some key indicative measures for effective implementation of the QAM by the Contractor are given below. However, these are for reference and need to be followed as per relevant provisions of the contract.
 - Supply:
 - Verification of qualifications of the subcontractor / manufacturer for supply of plant / equipment and materials. Factory inspections may be conducted if required.
 - Verification of material data, specifications, drawings and samples submitted by the subcontractor / manufacturer including GTPs.
 - Verification of type test reports including qualifications of the test laboratory, completeness and acceptance of the type test reports.
 - Witnessing acceptance tests carried out by the subcontractor/ manufacturer.
 - Carrying out pre-dispatch inspections as per relevant guidelines of this tender/ contract.
 - Inspection of storage facilities of the subcontractor/ manufacturer.
 - Works:
 - Carry out field inspections on sample basis during implementation to verify works are carried out in compliance to technical specifications and acceptable quality of workmanship.
 - Issue Site Observation Reports (SOR) and follow-up with the subcontractor/ manufacturer for implementation of any remedial actions.
 - Upon completion, carry out joint inspections together with the Employer's staff and for final measurements and quality inspections.
 - Follow-up any on technical issues for corrective action during defects liability period with the subcontractor/ manufacturer.
- c. It should be noted that no functional guarantees are applicable for equipment installed as a part of this contract hence Guarantee Tests are not applicable.

- d. The Employer may identify any third party agency etc. who would be responsible to monitor the QAM measures including verifications and inspections mentioned above. The project manager may also engage third party inspectors for this purpose in addition if required.
- e. The Employer or its appointed third party shall design systems and procedures to implement QAM system including formats for submittals by the Contractor in line with the above requirements and provisions of the Contract.
- f. The Contractor shall cooperate with and follow these QAM systems and procedures to ensure proper implementation of an effective quality assurance and evaluation mechanism.

4.1.4. Pre-commissioning test record: All pre-commissioning test check list shall be documented properly and signed by the quality engineer of the turnkey Contractor & countersigned by Employer's representative and shall be kept for future reference. These documents shall be maintained by Employers in proper order and shall be made available at site for verification by Quality Monitors during inspection and finally be handed over to user department O&M department) at the time of handing over of energized assets.

4.1.5. Roles and responsibility of Contractor in ensuring Quality of Plant and Facilities:

- 1) Turnkey contractor shall be primarily be responsible for supply of quality materials. Hence, turnkey contractor shall take all necessary actions including following:
 - a. To assess the capabilities and capacity of manufacturer to whom they intend to appoint as sub-vendor,
 - b. To keep strict control over manufacturing of materials by controlling procurements of right raw materials, periodical stage inspections, to ensure process control and to get the materials invariably inspected in manufacturing stage as well as after manufacturing but before dispatch at the works of manufacturer to ensure quality of materials/equipment.
 - c. To ensure stage inspection and final dispatch inspection, turnkey contractor should deploy his/her quality assurance team to inspect the materials with Employer/third party inspector as well as independently as per requirements.
- 2) Receipt inspection: On receipt of materials at site, it would be the prime responsibility of turnkey contractor to verify materials physically in accordance to agreed technical specifications. Physical parameters like dimensions (length, width, height, area of conductor), weight per unit, Insulation Value, length of cable/conductor in sample drum(s), clear embossing on cables through sequential marking depicting name of manufacturer, size of cable and length in meter. Once the Contractor is satisfied, materials must be offered for joint inspection to Employer.
- 3) Earlier, on receipt of materials at site, dispatch documents shall be verified jointly by Employer, Employer's appointed Third Party, Turnkey Contractor and materials supplier (if representative is full time available at site. During inspection, quantities of items, sealing on the materials, serial numbers of the items, sequential embossing (proper visible/legible without any additional efforts) and name plates on the materials shall be checked. Dispatch challans shall be verified for details of consigner and consignee, materials descriptions, quantities transported, pre-dispatch clearance certificate/waiver of

inspection. In case of high value equipment, capacity of equipment in terms of current carrying capacity, operating voltage and KVA ratings should be recorded.

- 4) Clearance for installation: Once, materials on receipt are accepted by turnkey contractor as well as Employer representative, they will be eligible for erection, testing and commissioning.
- 5) Sampling from field: Any material, including materials listed below, may be picked from site for testing at test laboratory chosen by inspecting official items like Cables, FSP, MSP, SFU and any other associated material require for LT UG project completion.
 - a. Inspecting official will have right to pick any of the supplied equipment whether it is lying in site stores, is under erection, is under local transportation from site stores to erection location or is already commissioned. The equipment shall be sealed jointly in presence of representatives of Employer, Employer's appointed Third Party, Contractor, and Supplier/manufacturer (if his representative is available at site). Employer at its discretion may invite manufacturer's representative to participate in sealing of materials.
 - b. Sealed equipment, on cost of turnkey contractor shall be sent to test laboratory for verification of routine/type test results. At the time of sealing, details of equipment available at site shall be recorded like cable/conductor drum number, power/distribution transformer unique number, status of sequential legible embossing on cables, name of manufacturer etc.
 - c. For testing of equipment, Employer/Nodal agency shall empanel test laboratories located in or nearer to the state wherefrom sample is picked up.
 - d. Such picked up materials at a random shall be tested for all routine, acceptance and type tests feasible to conduct in the empaneled laboratory. The laboratory expenses including all other expenditures that shall incurred towards packing, transport, inspection, testing charges etc. are to be borne by the Employer. At least one sample from a lot may be subjected to inspection.
 - e. In cases, where pre-dispatch and factory test results/NABL accredited lab test report are found mismatched with tests results on the sample picked from field; actions shall be taken against willful defaulted manufacturer and turnkey contractor both.
 - f. Willful defaulter shall be those manufacturers and turnkey contractor whose material is found to be manufactured using inferior quality raw materials, second hand core materials, under-size/under-weight of cable/conductor in various parts of cable/conductor drum, not conforming to transformer load losses as defined in agreed technical specifications/contract conditions, improper or no sequential legible embossing on cable etc.
 - g. This mismatch shall generally be, but not limited to the deviations in results from guaranteed technical specifications of materials in terms of capacity (KVA capacity, current carrying capacity, heating capacity, tensile strength, mechanical strength etc., operational efficiencies (errors in measurements of power, power/load losses, power consumption etc., weights of key component materials (aluminum, copper, insulation materials, steel components etc.), sub-standard specifications of key component (measured specifications are in deviation from guaranteed specifications as per technical specifications of the project and inferior/illegible embossing/sequential marking on cables are found, following two actions shall be taken:
 - i. Sub-vendors/vendor registration of the manufacturer shall be discontinued in all the power utilities of the country for a period of 5 years including in power utility concerned where this act is found,

- ii. Entire lot of materials/equipment supplied by the defaulting manufacturer shall be rejected whether supplied materials/equipment is lying in site-stores, in transit, under erection, testing & commissioning or has already been commissioned. All costs related to removal of such rejected materials and reinstating fresh lot of materials shall be borne by turnkey contractor without any cost implication to power utility.
 - iii. Turnkey contractor shall be responsible for repetitive failures of materials in field testing in a turnkey-contract. In such situations, registration of turnkey contractor firm shall be discontinued in all the power utilities of the country for a period of 5 years including in power utility concerned where this act is found,
 - h. In cases, where field testing results are slightly mismatched with factory test results / pre-dispatch test reports/NABL accredited lab test report but are in permissible limits as per GTP/Data Sheet/Technical Specifications, no action shall be taken against the turnkey contractor/manufacturer.
 - i. In cases where turnkey contract is reluctant/not willing to support the Employer in selecting sample for testing by way of non-association in sampling, sampling and testing related activities of equipment, all actions related to sample selection, sealing and testing including dismantling, loading, unloading, transportation etc, will be taken by Employer on risk & cost of the turnkey contractor. The non-cooperative act on part of turnkey contractor shall be circulated amongst all power utilities in the country. In such situations, registration of turnkey contractor firm shall be discontinued in all the power utilities of the country for a period of 5 years including in power utility concerned where this act is found.
- 6) The Contractor should develop the quality assurance programme which shall generally cover the following:
- a. Organization structure for the management and implementation of the proposed quality assurance programme :
 - b. Documentation control system;
 - c. Qualification data for bidder's key personnel;
 - d. Procedure for purchases of materials, parts, components and selection of sub-Contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of material purchases etc.
 - e. System for shop manufacturing and site erection controls including process controls and fabrication and assembly control;
 - f. Control of non-conforming items and system for corrective actions;
 - g. Inspection and test procedure both for manufacture and field activities.
 - h. Control of calibration and testing of measuring instruments and field activities;
 - i. System for indication and appraisal of inspection status;
 - j. System for quality audits;
 - k. System for authorizing release of manufactured product to the Employer.
 - l. System for maintenance of records;
 - m. System for handling storage and delivery; and
 - n. A manufacturing quality plan detailing out the specific quality control measures and procedures adopted for controlling the quality characteristics relevant to each item of equipment furnished and/or services rendered.
 - o. A Field quality Plan covering field activities
- 7) **Electrical Inspector inspection:** After successful completion of the work permission from State Electrical Inspectorate is required. Necessary fee etc. shall be paid by the Employer. However if Contractor pays

such fee it shall be reimbursed on actual basis on documentary evidence. In case of defects / in-complete works notified by Electrical Inspectorate, these shall be completed by the agency at no extra cost implication to Employer.

4.2 Concurrent Quality Monitoring by Nodal agencies: In addition to the in-house quality checks and processes followed by the Employer. The Contractor needs to comply with the requirements and cooperate for effective implementation.

4.2.1. Field Works Quality Inspection:

Random inspections are to be carried out by DGVCL, based on severity DGVCL may direct the Contractor on resolution mechanism / process and timeline.

(i) **Deployment of mobile vans for quality inspection:** The Employer/ Nodal Agency reserves the right to also deploy mobile vans with Testing facility to test the plants and facilities by selecting random samples from store or from site. The Employer may take sample from any lot placed in store including the lot on which Pre-Dispatch Inspection was not carried out or from the installed materials which it feels are not performing as it was intended to. In such a case if the material/ facility fails, the same shall be replaced with new material, and one more random sample would be selected from the same batch for testing. If the material fails the test again, then the whole lot shall be replaced by the Contractor at its own risk and cost.

4.3. Material Inspection: For the purpose of inspection, materials have been segregated into two categories as mentioned below:

4.3.1 Category – A (Pre-Dispatch Inspection & Testing at NABL accredited Labs):

- a) This category shall include high ticket materials (Power Transformers, Distribution Transformers, Circuit Breakers, 1.1 KV XLPE Cables, FSP, MSP, SFU, BBC, Overhead Conductor (AAAC/ACSR), Insulators, Wedge Connectors, 11 kV MVCC, etc. which involves more and important testing procedures and hence the inspection of these materials will be carried out in the factory before the dispatch of the material.
- b) In addition, Employer shall also ensure that for major materials as discussed above, samples from 1st lot and one other lot randomly selected by the Employer shall be directly sent to NABL accredited test labs for third party testing. It is also to be noted that material clearance of the lots under testing shall only be given post receipt of successful test results. Contractor shall also mandatorily depute its authorized official for pre – dispatch inspection at manufacturing facility along with the Employer officials. The inspection and testing report would be jointly signed by the Employer and the Contractor. All the expenses related to testing would be bear by the Contractor.
- c) Apart from the above mentioned protocol any cable shall be selected by Employer from the supply schedule from the vendor, which shall be jointly sealed and tested for All the IS testing on turnkey- Contractor's expenses.

4.3.2 Category – B (On-site inspection): This category includes the materials for which a factory inspection is not warranted and the material can be inspected upon arrival at the site before the installation. In case the Employer is apprehensive about the quality of the material supplied it reserves the right to send the selected lot to the NABL accredited testing lab for third party testing.

4.3.3 Employer also reserves the right to send any installed equipment / materials to the NABL accredited testing lab for testing. The Employer would have to reimburse the expenses related to transportation of material from site to testing lab and all testing expenses in this regard.

4.3.4 The material which has to be tested at laboratory shall be sealed in the presence of authorized official of Employer and Contractor.

4.3.5 If the materials tested at Laboratory fails then the entire lot would be rejected. Contractor shall bear the responsibility of sending back such failed materials from site. Any subsequent delay in contract performance due to failure of materials in the test laboratory would be on account of Contractor and no time extension would be provided by the Employer in this regard. Any LD levies in this regard would be borne by the Contractor.

4.3.6 Pre-dispatch Inspection (PDI) for Category-A

4.3.6.1. Pre-dispatch inspection shall be performed on the identified materials at manufacturer's work place for which Contractor shall be required to raise requisition giving at least 10-day time. Depending on requirement, inspection shall be witnessed by representatives of Employer, Contractor. DGVCL shall carry out pre-dispatch inspection of major materials randomly in a single lot containing minimum 10% materials at manufacturer works. The DGVCL shall perform pre – dispatch inspection test of below materials:

- 1) Power Transformer,
- 2) Circuit Breaker,
- 3) Insulators,
- 4) Cables / Conductors
- 5) Control & Relay Panel,
- 6) Distribution Transformer

4.3.6.2. Tests to be conducted during the Pre-dispatch Inspection: All the tests shall be carried out in accordance with the latest relevant IS published from time to time by BIS. An indicative list of IS specification and tests for some of the materials are given below:

4.3.6.3. The Contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction, the dispatch instruction shall stand cancelled. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from turnkey Contractor. A fresh pre – dispatch inspection would be required to issue a dispatch instruction for supplying the same lot at the site.

4.3.6.4. The turnkey Contractor shall ensure that pre-dispatch inspection for materials are intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- shall

be recovered from the bills of the agency and re-inspection shall be carried out on expense of the Contractor. 2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc) offered for inspection and are noticed during the inspection, materials shall be rejected and approval of sub-vendor shall also be cancelled for all DGVCL's projects.

4.4. Implications for not meeting quality requirements by Contractor

4.4.1. In case of failures in testing:

- a) The turnkey Contractor shall ensure that pre-dispatch inspection for materials is intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- inclusive of GST shall be recovered from the bills of the agency and re-inspection shall be carried out on expense of Contractor.
- b) 2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc) offered for inspection and are noticed during the inspection, materials shall be rejected and approval of sub-vendor shall also be cancelled for all DGVCL's projects.
- c) In case, a material fails the pre-dispatch inspection as per GCC Clause 23, and also fails the subsequent repeat inspection of the rectified/replaced material, the complete lot of material under inspection will be required to be replaced by the manufacturer/supplier. If in subsequent inspection of the new lot, the material again fails the inspection, then materials shall be rejected and approval of vendor/sub-vendor shall also be cancelled for all DGVCL's projects. In such scenario any subsequent delay in contract performance due to failure of materials in the test laboratory would be on account of Contractor and no time extension would be provided by the Employer in this regard. Any LD levies in this regard would be borne by the Contractor.
- d) Apart from the above, in case of default by vendors/manufacturers, Contractor shall also be penalized based on the no. of materials/lots get rejected as per below table:

| Sr. No. | No. of Material/lot rejected in a project/district | % Penalty imposed on contract price |
|----------------|---|--|
| 1 | >5 | 5.0% |
| 2 | >3 | 2.5% |
| 3 | >1 | 1.0% |

4.4.2. In case of defects found during Field inspection: There are three categories of defects found in field inspection as defined below:

- a) **CRITICAL DEFECTS:** These defects must be rectified before charging. Critical defects are those which endanger life and property. Dangerous deficiencies on safety, ground clearances, equipment earthing and protection would come this category. These are defects in presence of which the Electrical Inspector would not allow charging of the electrical installation. That is, if equipment are already energized, it should be de-energized and rectified without delay. If critical equipment like distribution transformer HT and LT line have been installed dangerously, the defect type would fall under critical category of defect. *Example : LA is not connected , DT neutral earth is missing , Earth electrodes not installed, Ground clearance not as per IE rule, Oil level low in transformer etc.*
- b) **MAJOR DEFECTS:** These defects must be rectified before operational handover (to Operation and Maintenance wing). These are major deviations from drawing and specification. These are serious deviation with respect to contract. The electrical installation can be charged temporarily. However, the defects should preferably be rectified before charging. *Example : Pole not pitched at proper depth, Brick-bats/ foundation inadequate, use of undersized earth wire, precariously loose electrical connections and mechanical fitting.,*
- c) **MINOR DEFECTS:** These defects are very minor in nature. Such defects in electrical installations keep surfacing during operation and maintenance. The installation may be charged with these defects. However they must be rectified *Example: Danger board not proper, energy meter not installed before contractual handover (before final payment is released and contract is closed), missing barbed wire, stay wire loose, loose fasteners, vegetation too close to HT/Lt line.*

Note:

1. *These defects are broad in nature. Actual field defects need to be defined more accurately by inspectors.*
2. *All pictures depicting defects should be numbered. Their number mentioned in the report shown in the table*
3. *An infrastructure schematic (single line diagram) showing DTRs, HT and LT poles duly numbered by the inspector shall be submitted along with the report. Their number shall be used to describe location of defects to be rectified subsequently.*

The corresponding penalitied to be imposed has been captured below:

| Sr. No. | Defect criteria | % Penalty imposed of contract cost |
|---------|------------------|------------------------------------|
| 1 | Critical Defects | 1.0% |
| 2 | Major Defects | 0.5% |
| 3 | Minor Defects | 0% if rectified within 30 days |

Checklist for Quality Assurance

LT UG NETWORK

| S. No. | Description | Status (Yes/No) | Observations | Location |
|--------|---|-----------------|--------------|----------|
| 1 | Availability of approved survey report with single line diagram | | | |
| 2 | Route alignment of LT underground cable is as per approved drawing | | | |
| 3 | Road cutting permission obtained from concerned authority | | | |
| 4 | Adequate barricading and safety signage provided during excavation work | | | |
| 5 | Trench depth is maintained as per specification | | | |
| 6 | Trench width is maintained as per approved drawing/specification | | | |
| 7 | Sand bedding provided below cable as per specification | | | |
| 8 | Proper cable laying arrangement maintained in trench | | | |
| 9 | Suitable spacing maintained between multiple cables | | | |
| 10 | Cable route passing through water logging area recorded | | | |
| 11 | Additional protection provided in water logging area | | | |
| 12 | HDPE/DWC pipe provided at road crossing locations | | | |
| 13 | Proper size of HDPE/DWC pipe used as per specification | | | |
| 14 | Cable identification tags provided at proper intervals | | | |
| 15 | Route markers/cable markers installed properly | | | |
| 16 | Warning tape/bricks provided above cable | | | |
| 17 | Proper dressing and alignment of cable maintained | | | |
| 18 | No visible physical damage on cable sheath during laying | | | |
| 19 | Proper cable bending radius maintained during laying | | | |
| 20 | Cable joints avoided in running length wherever possible | | | |

| S. No. | Description | Status (Yes/No) | Observations | Location |
|--------|--|-----------------|--------------|----------|
| 21 | If cable joint provided, proper jointing kit used | | | |
| 22 | Straight through joint installed properly | | | |
| 23 | Heat shrinkable/Raychem jointing materials used properly | | | |
| 24 | Cable end termination done properly using suitable glands and lugs | | | |
| 25 | Proper ferruling and phase identification provided | | | |
| 26 | Proper tightening of cable glands and lugs | | | |
| 27 | Earth continuity maintained throughout the network | | | |
| 28 | Earthing of MSP/FSP/feeder pillar done properly | | | |
| 29 | Separate earth pits provided where required | | | |
| 30 | Earth resistance measured and recorded | | | |
| 31 | Proper sealing arrangement provided in cable entry points | | | |
| 32 | GI saddles used for exposed cable portions | | | |
| 33 | Proper cable saddling spacing maintained on wall/structure | | | |
| 34 | MSP installed as per approved drawing | | | |
| 35 | Proper civil foundation provided for MSP/FSP | | | |
| 36 | Brick masonry and grouting completed properly | | | |
| 37 | Proper locking arrangement provided in MSP/FSP | | | |
| 38 | Busbar arrangement inside MSP/FSP properly insulated | | | |
| 39 | HRC fuse base and links installed properly | | | |
| 40 | Proper RYB phase colour coding maintained | | | |
| 41 | Incoming and outgoing cable sizes are as per approved design | | | |
| 42 | Load balancing considered in network arrangement | | | |
| 43 | Ring Main System connectivity maintained | | | |
| 44 | Proper cable route restoration completed after work | | | |
| 45 | Road resurfacing completed as per authority requirements | | | |
| 46 | Excess excavated material properly disposed | | | |
| 47 | Footpath/paver block restoration completed properly | | | |

| S. No. | Description | Status (Yes/No) | Observations | Location |
|--------|--|-----------------|--------------|----------|
| 48 | No open trench left unattended after work completion | | | |
| 49 | Proper testing of cable carried out before charging | | | |
| 50 | IR value/continuity test records available | | | |
| 51 | Phase sequence checked before energization | | | |
| 52 | Cable route drawing updated after execution | | | |
| 53 | As-built drawing submitted | | | |
| 54 | Joint locations recorded properly | | | |
| 55 | All materials used are as per approved specification | | | |
| 56 | Proper housekeeping maintained at site | | | |
| 57 | No damage observed to nearby utilities during excavation | | | |
| 58 | Consumer service connection restored properly | | | |
| 59 | Proper numbering/identification of MSP/FSP done | | | |
| 60 | Work completed as per approved technical specification | | | |

5. TYPE AND ACCEPTANCE TEST

The following type, acceptance and routine tests and tests during manufacture shall be carried-out on the material. For the purpose of this clause:

- 5.1. Contractor shall supply the materials of type & design which has already been Type Tested. Contractor shall provide copy of such tests at site in support of type-tested materials supplied under the contract. No extra payment or time shall be granted for type testing of materials. In exceptional case to case basis, employer will decide to permit type testing of material at Contractor's cost.
- 5.2. Acceptance Tests shall mean those tests which are to be carried out on samples taken from each lot offered for pre-dispatch inspection, for the purposes of acceptance of that lot.
- 5.3. Routine Tests shall mean those tests, which are to be carried out on the material/equipment to check requirements which are likely to vary during production.
- 5.4. Tests during Manufacture shall mean those tests, which are to be carried out during the process of manufacture and end inspection by the Contractor to ensure the desired quality of the end product to be supplied by him.

- 5.5. The norms and procedure of sampling for these tests will be as per the Quality Assurance Programme to be mutually agreed to by the Contractor and the Employer.
- 5.6. The standards and norms to which these tests will be carried out are listed against them. Where a particular test is a specific requirement of this Specification, the norms and procedure of the tests shall be as per IS/IEC Standard this specification or as mutually agreed to between the Contractor and the Employer in the Quality Assurance Programme.
- 5.7. For all type test and acceptance tests, the acceptance values shall be the values specified in this Specification, Approved Quality Plan or guaranteed by the Bidder, as applicable.

6. TYPE TESTING, INSPECTION, TESTING & INSPECTION CERTIFICATE

- 6.1 All equipment being supplied shall conform to type tests including additional type tests, if any as per technical specification and shall be subject to routine tests in accordance with requirements stipulated under respective sections. The Contractor shall intimate the Employer the detailed program about the tests at least three (3) weeks in advance in case of domestic supplies & six (6) weeks in advance in case of foreign supplies.
- 6.2 The reports for all type tests and additional type tests as per technical specification shall be furnished by the Contractor alongwith equipment/material drawings. The type tests conducted earlier should have either been conducted in accredited laboratory (accredited based on ISO/IEC Guide 25/17025 or EN 45001 by the national accreditation body of the country where laboratory is located) or witnessed by the representative(s) of Employer or Utility. The test-reports submitted shall be of the tests conducted within last 5 (five) years prior to the date of bid opening. In case the test reports are of the test conducted earlier than 5 (five) years prior to the date of bid opening, the Contractor shall repeat these test(s) at no extra cost to the Employer, however the delay in supply due to type-test will not be acceptable during the project.
- 6.3 In the event of any discrepancy in the test reports i.e. any test report not acceptable due to any design/manufacturing changes (including substitution of components) or due to non-compliance with the requirement stipulated in the Technical Specification or any/all additional type tests not carried out, same shall be carried out without any additional cost implication to the Employer.
- 6.4 The Employer, his duly authorized representative and/or outside inspection agency acting on behalf of the Employer shall have at all reasonable times free access to the Contractor's/sub-vendors premises or Works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the Works during its manufacture or erection 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 were manufactured or assembled on the Contractor's own premises or works. Inspection may be made at any stage of manufacture, dispatch or at site at the option of the Employer and the equipment if found unsatisfactory due to bad workmanship

or quality, material is liable to be rejected.

- 6.5 The Contractor shall give the Employer/Inspector ten (10) days written notice of any material being ready for joint testing including Contractor and Employer. Such tests shall be to the Contractor's account except for the expenses of the Inspector. The Employer/Inspector, unless witnessing of the tests is virtually waived, will attend such tests within thirty (30) days of the date of which the equipment is notified as being ready for test /inspection, failing which the Contractor may proceed alone with the test which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of tests in triplicate.
- 6.6 The Employer or Inspector shall, within seven (07) days from the date of inspection as defined herein give notice in writing to the Contractor, of any objection to any drawings and all or any equipment and workmanship which in his opinion is not in accordance with the Contract. The Contractor shall give due consideration to such objections and shall either make the modifications that may be necessary to meet the said objections or shall confirm in writing to the Employer/Inspector giving reasons therein, that no modifications are necessary to comply with the Contract. If any modification is made on the equipment on the basis of test results not in conformity with the contract, the modified equipment shall be subject to same sequence of test again without any additional cost to Employer.
- 6.7 When the factory tests have been completed at the Contractor's or Sub-Contractor's works, the Employer/Inspector shall issue a certificate to this effect within seven (07) days after completion of tests but if the tests are not witnessed by the Employer/Inspector, the certificate shall be issued within seven (07) days of receipt of the Contractor's Test certificate by the Engineer/Inspector. Failure of the Employer/Inspector to issue such a certificate shall not prevent the Contractor from proceeding with the Works. The completion of these tests or the issue of the certificate shall not bind the Employer to accept the equipment should, it, on further tests after erection, be found not to comply with the Contract. The equipment shall be dispatched to site only after approval of test reports and issuance of dispatch instruction by the Employer.
- 6.8 In all cases where the Contract provides for tests whether at the premises or at the works of the Contractor or of any Sub-Contractor, the Contractor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, transport, loading & unloading, packing, apparatus and instruments as may be reasonably demanded by the Employer/Inspector or his authorized representative to carry out effectively such tests of the equipment in accordance with the Contract and shall give facilities to the Employer/Inspector or to his authorized representative to accomplish testing contractor
- 6.9 The inspection by Employer and issue of Inspection Certificate thereon shall in no way limit the liabilities and responsibilities of the Contractor in respect of the agreed quality assurance programme forming a part of the Contract.
- 6.10 The Employer will have the right of having at his own expenses any other test(s) of reasonable nature carried out at Contractor's premises or at site or in any other place in addition of aforesaid type and routine tests, to satisfy that the material comply with the specification.

- 6.11 The Employer reserves the right for getting any field tests not specified in respective sections of the technical specification conducted on the completely assembled equipment at site. The testing equipment for these tests shall be provided by the Employer.

7. PRE-COMMISSIONING TESTS

On completion of erection of the equipment and before charging, each item of the equipment shall be thoroughly cleaned and then inspected jointly by the Employer and the Contractor for correctness and completeness of installation and acceptability for charging, leading to initial pre-commissioning tests at Site. The list of pre-commissioning tests shall be provided by the Employer as per its standard practices. or as included in the Contractor's quality assurance programme.

8. COMMISSIONING TESTS

All required instrumentation and control equipment will be used during such tests and the Contractor will use all such measuring equipment and devices duly calibrated as far as practicable. However, the Contractor, for the requirement of these tests, shall take immeasurable parameters into account in a reasonable manner. The tests will be conducted at the specified load points and as near the specified cycle condition as practicable. The Contractor will apply proper corrections in calculation, to take into account conditions, which do not correspond to the specified conditions.

- 8.1 Any special equipment, tools and tackles required for the successful completion of the Commissioning tests shall be provided by the Contractor, free of cost.
- 8.2 The specific tests to be conducted on equipment have been brought out in the respective chapters of the technical specification. However where the pre-commissioning tests have not been specified specifically they shall be as per relevant IS code of practice or as mutually agreed.
- 8.3 The Contractor shall be responsible for obtaining statutory clearances from the concerned authorities for commissioning and operation of the equipment including the Electrical Inspector. Necessary fee to perform these works shall be paid by Employer.

9. GIS MAPPING & ASSET TAGGING

9.1 General Information

The State owned power distribution utilities have implemented GIS based asset tagging activities in the past and migrated asset information into GIS platform. Bidder should update various attributes of new / upgraded infrastructure created under SI over the same platform. Various electrical assets i.e Power Transformers, Distribution Transformer, HT & LT lines with over head conductor, poles, insulators, stay wire etc and Underground distribution system consists of Feeder pillars, UG cable etc; automation devices like RMU's FPI, Auto-reclosures etc needs to be updated in the existing GIS platform. The GIS platform and the associated mobile-app will be provided by the Employer. The scope of the bidder is limited to updating the GIS co-ordinates and the associated mapping information of the new assets created/upgraded on the platform provided by the Employer using the mobile app. However no

additional payment shall be made to the Contractor for these works.

9.2 Key activities under the scope:

1. After successful award of the contract and finalization of Bill of Quantity (BoQ), the TKC should collect list of attributes (Data Model) for each of the assets purposed under the scheme from the project nodal / GIS incharge of the Utility.
2. The purposed methodology for delivery of these attributes as well as GPS coordinates of the assets up to the defined accuracy level to be decided mutually so that updating the same in existing GIS platform would not be a challenges at the later stage. A point of contact (PoC) is recommended at this stage to avoid any future complicity.
3. The vendor should create a physical marking procedure with consultation and approval of Employer and mark each assets and consumer that have been surveyed
4. Vendor will start collecting intended data from newly commissioned and / or upgraded infrastructure commissioned in SI and submit the same with the Employer nodal / team for approval.
5. The Employer's project in charge would get these data verified through their team, once completed they will get duly verified by Executive Engineer and circle SE and shall submit same to IT office for further review.
6. It is to be noted that updating of GIS asset information is mandatory requirement for the issuance of completion certificate by the employer.

10. DOCUMENTATION

10.1. General

- 10.1.1. To ensure that the proposed systems conform to the specific provisions and general intent of the Specification, the Contractor shall submit documentation describing the systems to employer for review and approval. The Contractor shall obtain approval of employer for the relevant document at each stage before proceeding for manufacturing, system development, factory testing, site testing, training etc. The schedule for submission/approval of each document shall be finalised during the discussions before placement of the contract, this schedule shall be in line to overall project schedule.
- 10.1.2. Each document shall be identified by a Contractor document number, the employer document number, and the employer purchase order number. Where a document is revised for any reason, each revision shall be indicated by a number, date, and description in a revision block along with an indication of official approval by the Contractor's project manager. Each revision of a document shall highlight all changes made since the previous revision.
- 10.1.3. All technical description, specifications, literature, correspondence, prints, drawings, instruction manuals, test reports(both factory and at site), progress photographs, booklets, schedules and all supplementary data or documents furnished in compliance with the requirements of the Contract, shall become the property of the Employer and the costs shall be considered as included in the Contract price.
- 10.1.4. The Contractor shall be responsible for any time delay, misinterpretation, error and conflict during

design, manufacturing, testing and erection of the Works resulting from non-compliance with the requirements of this Specification.

- 10.1.5. The Employer shall have the right to make copies of any documents, data, reports, information etc. supplied by the Contractor in connection with the Works. The Employer shall not impart the information of these documents to any other manufacturer or competitor but he shall be free to use these for preparation of technical papers, reports etc.
- 10.1.6. All documentation shall be in English language.

10.2. Requirements for submission of documents, information and data by the Contractor

- 10.2.1. The Contractor shall submit to the Employer all documents in accordance with an approved schedule of submissions and shall submit any further information (in the form of drawings, documents, manuals, literature, reports etc.) when asked by the Employer while commenting/approving any drawings/documents etc.
- 10.2.2. The documents which are subject to the approval of the Employer shall be identified by the Contractor with the stamp "FOR APPROVAL". All other documents shall be submitted to the Employer for information and shall be identified by the Contractor with the stamp "FOR INFORMATION".
- 10.2.3. The sequence of submission of the documents shall be subject to the approval of the Employer. The sequence of submissions of all documents shall be such that the necessary information is available to enable the Employer to approve or comment the document.
- 10.2.4. The Contractor shall supply 4 hard copies of all drawings and documents.
- 10.2.5. In case a "SUBSEQUENT" revision of any document is made due to any reason whatsoever, a revision of the same, highlighting the changes shall be resubmitted for the Employer's specific approval/information.

10.3. Documents for approval

- 10.3.1. The Employer shall be allowed fifteen (15) calendar days to approve the Contractor's submissions. The submissions for approval, shall be returned to the Contractor marked in one of the following ways :

| | |
|---------------|--------------------------|
| Category I: | Approved |
| Category II: | Approved with Comments. |
| Category III: | Returned for correction. |
| Category IV : | For information |

- 10.3.2. The first notations "I" or "II" shall be deemed to permit the Contractor to proceed with the work shown on the document, except in the case of notation "III" the work shall be done subject to the corrections indicated thereon and/or described in the letter of transmittal. The Contractor shall bear the full responsibility for proceeding with the Works prior to receipt of the release in notation "I" from the

Employer.

- 10.3.3. In case of notation "II", the Contractor shall include the alterations required & resubmit the document within fifteen (15) days from date of Employer's letter of transmittal.
- 10.3.4. In case of notation "III", the Contractor shall include the alterations required and resubmit the document to the Employer, within fifteen (15) days, from date of letter of transmittal, so that such document can be returned with the notation "I" or "II".
- 10.3.5. It may also be noted that the approval/commenting by the Employer does not relieve the Contractor of any of his contractual obligations and his responsibilities for correctness of dimensions, materials, weights quantities or any other information contained therein, as well as the conformity of designs with Indian Statutory Laws and the Technical Specifications as may be applicable. The approval also does not limit the Employer's rights under the Contract.
- 10.3.6. The approved documents shall be considered as the working documents. However the Technical Specification and connected documents shall prevail over these documents in case a decision is required on interpretation.

10.4. Documents for information

The Contractor shall not delay the Works pending the receipt by the Contractor of the comments on documents submitted to the Employer for information. However, the Employer shall have the right to comment on all the documents submitted by the Contractor, when, in the opinion of the Employer the document does not comply with the Contract or otherwise. The Contractor shall satisfactorily demonstrate that the information contained in the aforesaid document does meet the requirements of the Contract or revise the document in order that the information shall comply with the requirements of the Contract.

10.5. Basic reference drawings

- 10.5.1. The reference drawings are enclosed with the bid document, which forms a part of the specification. The Contractor shall develop a new layout in line with the specification and take the approval of the EMPLOYER. The Contractor shall maintain the overall dimensions of the substation, buildings, bay length, bay width, phase to earth clearance, phase to phase clearance and sectional clearances, clearances between buses, bus heights but may alter the locations of equipment to obtain the statutory electrical clearances as required for the substation.
- 10.5.2. All drawings submitted by the Contractor including those submitted at the time of bid shall be in sufficient detail to indicate the type, size, arrangement, material description, Bill of Materials, weight of each component, break-up for packing and shipment, dimensions, internal & the external connections, fixing arrangement required and any other information specifically requested in the specifications.
- 10.5.3. Each drawing submitted by the Contractor shall be clearly marked with the name of the Employer, the

unit designation, the specifications title, the specification number and the name of the Project. If standard catalogue pages are submitted, the applicable items shall be indicated therein. All titles, noting, markings and writings on the drawing shall be in English. All the dimensions should be in metric units.

- 10.5.4. Further work by the Contractor shall be in strict accordance with these drawings and no deviation shall be permitted without the written approval of the Employer, if so required.
- 10.5.5. The review of these data by the Employer will cover only general conformance of the data to the specifications and documents interfaces with the equipment provided under the specifications. This review by the Employer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items indicated or the accuracy of the information submitted. This review and/or approval by the Employer shall not be considered by the Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements, specified under these specifications and documents.
- 10.5.6. All manufacturing and fabrication work in connection with the equipment prior to the approval of the drawings shall be at the Contractor's risk. The Contractor may make any changes in the design which are necessary to make the equipment conform to the provisions and intent of the Contract and such changes will again be subject to approval by the Employer. Approval of Contractor's drawing or work by the Employer shall not relieve the Contractor of any of his responsibilities and liabilities under the Contract.
- 10.5.7. All engineering data submitted by the Contractor after final process including review and approval by the Employer shall form part of the Contract Document and the entire works performed under these specifications shall be performed in strict conformity, unless otherwise expressly requested by the Employer in Writing.

11. RETURN OF REPLACED OLD MATERIALS TO THE AREA STORES OF EMPLOYER

- Old PVC wire will be rolled into bundles. The bundles should be tightened firmly and properly with PVC sticker strip or string. A tag should be attached with each bundle to indicate the weight of the bundle. As far as possible, bundle should consist of wire of the same size and same metal. Similar action is required to be taken in case of GI wire.
- Old conductor of same size shall be rolled into bundles. Bundles should be tightened firmly and PVC sticker strip or string regarding size of conductor shall be mentioned. Size, type & Weight of each bundle shall also be indicated on the sticker strip.
- Materials released due to bay capacity augmentation and/or due to replacement like power transformers, distribution transformers, insulator, meter board, cut outs etc are also required to be returned to Employer's stores through proper documentation.
- All other line materials released like, conductors, poles, cross arms; fabricated material, etc. shall be properly accounted for and returned to Employers store after recording all necessary details

including weight, length etc. wherever necessary. A detailed procedure for return of the old materials shall be prescribed by Project Management Agency.

- In respect of account of devolution of released material, the process as formulated by Employer time to time shall be followed by the Contractor

12. MISCELLANEOUS ACTIVITIES

- Commencement of Supply & Works: The Contractor shall ensure that the supply and installation of material and service under the contract is as per approved PERT / completion schedule of works. The Contractor is to commence supply with the type tested materials with necessary routine test/ acceptance test certificates for a particular lot duly approved by EMPLOYER or the EMPLOYER's authorized agencies.
- The Contractor shall submit Type test and routine test certificates as applicable, issued by NABL accredited / third party independent standard laboratories like CPRI, NPL etc.
- Unit rates: The unit rates quoted shall include details which are obviously and fairly intended, and which may not have been included in these documents but are essential for the satisfactory completion of work. The unit rate quoted shall be inclusive of deployment of all plants, equipments, men, materials, skilled & unskilled labour etc. essential for satisfactory completion of work.
- The prices for fabricated materials shall include all works relating to fabrication, galvanizing, insurance, storage and delivery ex-Contractors stores, unloading and loading. The quoted prices shall also include the cost of necessary quantity of steel and zinc, freight charges up to site store and other indirect charges incurred in connection with supply of finished materials.
- Quantities/ length of 33 KV, 11 KV line and LT line, distribution transformers sub stations, 33/11 KV sub-station etc. indicated in the price schedules are provisional. Any quantity variation in individual item and in contract value shall be governed as per GCC clause 39. The Contractor shall execute the work based on the actual survey and as approved by the Engineer-in-charge or person authorized by him.
- The scope of work also covers supply of other items, not specifically mentioned in this specification and/or bill of materials but are required for the successful installation, testing, commissioning and satisfactory performance of the 33 KV & 11 KV lines, 33/11 KV sub stations, distribution transformer sub stations, LT lines, service lines etc.

The following works & services shall also be provided by the Contractor.

- a) Unloading the equipments from the rail or road transport and moving those to storage area. Demurrage/ wharf age charge, if any incurred, shall be paid by the Contractor
- b) Opening of packing cases, inspection and checking of materials for any damage or loss in transit shall be the responsibility of the Contractor. All claims with the concerned authorities e.g. rail, transport, insurance etc. shall be lodged by the Contractor.

- c) Complete erection of equipments, etc covered under the contract, final preparation for testing, commissioning, final run and acceptance tests and putting the sub-station/ plant/line etc. into operation.
- d) All consumable, stores required for the above erection and commissioning works.
- e) All erection tools, lifting tackles, and all equipments, tools & tackles for transportation at site.
- f) Workshop, as required within the work area.
- g) Third party insurance^[1] at site and insurance of personnel employed at site as required under Workman's Compensation Act. Security arrangement for watch and guard as required shall be made by Bidder at his own cost.
- h) All the technical/ skilled staff deployed for the job must possess the required qualifications and necessary licenses and permits.
- i) Contractor shall take all safety precautions during work and the workmen must use safety belts, hand gloves, masks and other safety devices as may be necessary for safety of the personnel.
- j) The Contractor shall provide operating personnel during trial tests and till the PSS, DSS, lines and equipments etc. are taken over by EMPLOYER as specified in taking over Clause, defined later.
- k) Any other work not covered above but required for successful completion of the project has to be carried out by the Contractor at his own cost.

^[1] **Note:** Before receipt of equipment at site but without limiting his obligations and responsibilities under this clause hereof, the Contractor shall insure against his liability for any equipment, material or physical damage, loss or injury which may occur to any property, including that of EMPLOYER and project management agency, or to any person including employee of the EMPLOYER, by or arising out of the execution of the contract or in the carrying out of contract. The third party insurance cover shall be provided for the period from date of Ex-factory dispatch till taking over of the entire equipment after testing, commissioning and trial operation, if any.

Third party insurance shall be affected for an adequate amount to cover for all marine, transportation, field transportation, erection, testing and commissioning till handing over to Employer,. Terms shall include a provision whereby, in the event of any claim being brought or made against EMPLOYER in respect of which the Contractor would be entitled to receive indemnity under the policy, the insurer will indemnify EMPLOYER and project management agency against such claims and any costs, charges and expenses in respect hereof. Contractor shall lodge the claim if need so arise, the employer shall be the Employer of the equipment/materials and the claims shall be settled in the name of Employer.

5. INDIVIDUAL WORK COMPONENTS

11 KV Covered Conductor (MVCC) and its accessories

1. SCOPE:

1.1 Conversion of existing bare conductor by 11 KV AAAC Covered Conductor (MVCC) and its accessories

- The work is to be executed on turnkey basis, the scope of which includes survey, network design, supply, manufacturer's quality assurance, testing (where specified/ required), transportation, storage, erection, including all civil/ structural works, site testing, commissioning of All Aluminium Alloy (AAA) type 11 KV covered conductor and its relevant accessories including all associated activities though not exclusively specified herein and are required for the completion and satisfactory performance of the entire works as intended.
- The base conductor used to manufacture the covered conductor shall require to confirm the latest standards and its amendments thereof. The AAA Conductor shall be conforming to IS 398(Part-IV), IEC: 104-1987/IS 9997:1991 with the latest amendment and the insulation for covering shall be conforming as per the requirement given in Table-1 of the standard EN50397-1:2006 with the latest amendments. The accessories of the covered conductor shall be conforming to EN50397-2:2009 with the latest amendments.
- The AAA Covered conductor shall conform in all respects to the highest standards of Engineering, design, workmanship, the technical specifications and the latest revisions of relevant standards at the time of offer and the authorized person of DISCOM have the power to reject any work or materials, which his judgment, is not in full accordance therewith.

1.2 Conversion of existing bare conductor by 11 KV AL59 ACS Covered Conductor (MVCC) and its accessories

- The work is to be executed on turnkey basis, the scope of which includes survey, network design, supply, manufacturer's quality assurance, testing (where specified/ required), transportation, storage, erection, including all civil/ structural works, site testing, commissioning of AL59 ACS type 11 KV covered conductor and its relevant accessories including all associated activities though not exclusively specified herein and are required for the completion and satisfactory performance of the entire works as intended.
- The base conductor used to manufacture the covered conductor shall require to confirm the latest standards and its amendments thereof. The AL59 ACS Conductor shall be conforming to SS 424 08 13, SS 424 08 14 & IEC 61232:1993 with the latest amendment and the insulation for covering shall be conforming as per the requirement given in Table-1 of the standard EN50397-1:2006 with the latest amendments. The accessories of the covered conductor shall be conforming to EN50397-2:2009 with the latest amendments.
- The AL59 ACS Covered conductor shall conform in all respects to the highest standards of Engineering, design, workmanship, the technical specifications and the latest revisions of relevant standards at the time of offer and the authorized person of DISCOM have the power to reject any work or materials, which his judgment, is not in full accordance therewith.

The scope also covers the work of crediting the dismantled conductor/material to concern division

store.

2. Survey

Mapping of route of proposed new 11 kV line by foot survey in rural/urban areas be performed mentioning various milestones. While surveying, existing electrical infrastructure in the locality should also be mapped. Line alignment (single line diagram) on political map with fair correctness, be prepared. SLD and foot survey report shall be approved by Project Manager and shall be used as basic document for assessment of works under the contract. On completion of line work, as built Single Line Diagram and pole wise line diagram showing pole wise materials used and pole-to-pole span should be submitted to Project Manager. This details shall be used as reference documents by Quality Inspecting officials to execute inspection works.

In case of feeder separation, existing agriculture load shall be mapped during survey. A report to be presented indicating location wise pumps to be fed through separate feeder. Percentage voltage regulation at farthest point on various spur sections shall be examined during survey and submitted to project manager who will take a decision for feeder separation works.

3. Support (pole):

Following types of support are envisaged for 11 KV overhead line:

- a) PSC POLE 8 meter long /200 KG (PSC Pole as per state practice)
- b) 9 Mtrs. Long M.S. Beam 116 x 100 mm, 23.00 kg/mtr
- c) 11 Mtrs. Long M.S. Beam 116 x 100 mm, 23.00 kg/mtr
- d) 13 m long M.S. Beam 150 x 150 mm, 34.6 kg/mtr

<In rural area, Employers may use PSC poles are to be used. In urban area, Employer may use PSC or Galvanized H-Beam or STP or Wide Parallel Beam supports of suitable length. In hilly areas where handling of material is a challenge, tubular poles or Wide Parallel Beam GI poles expandable with jointing plaes may be used. In location specific conditions like forest area, vicinity of other existing overhead lines or permanent structures etc, H- beam or tubular poles or Wide Parallel Beam supports may be used of suable length.

Steel bottom plate shall be used in steel tubular poles/H-Beam / Wide parallel Beam and cement concrete reinforced plate shall be used as base plate for PSC poles>.

Steel tubular poles shall be cleaned till good surface finish and painted with 2 or more coats of red oxide paint and 2 or more coats of aluminium paint till good finish. Steel tubular poles and H-Beams shall also be painted with 2 or more coats till good surface finish with anti-corrosive paint (in case of tubular poles shall also be painted on the inner walls) which goes in to the foundation. Project Manager shall approved brand and shade of paints.

4. Fabricated steel items:

Fabricated steel items like V cross arm, top clamp, DC cross arm, bracket, clamps, cross bracings, bracings, strain plate, guarding channels, back clamp, transformer mounting structure etc shall be made of MS

Channels, MS angle, MS flats as per approved drawings.

While fabricating, good quality electrical cutting tools and drill machine shall be used to ensure no sharp edges and perfect holes as per approved drawings. Gas cutting set should not be used for fabrication of MS steel items. Weld material shall be distributed equally between the two materials that were joined. The weld shall be free of waste materials such as slag. The weld surface should not have any irregularities or any porous holes (called porosity). The joint shall be tight. Most welds need to demonstrate the required strength. One way to ensure proper strength is to start with a filler metal and electrode rating that is higher than your strength requirement.

The fabricated steel structures materials shall be hot-dip galvanized thoroughly internally and externally according to IS: 2629 and IS: 2633 (with latest amendments). Galvanizing shall be checked and tested in accordance with IS: 2633.

Fabricated steel structure items shall be galvanized both inside and out. The zinc coating shall be smooth, continuous and uniform. It shall be free from acid spots and shall not scale, blister or be removable by handling or packing. There shall be no impurities in the zinc or additives to the smelter bath that could have a detrimental effect on the durability of the zinc coating. Before pickling, all welding, drilling, cutting and grinding shall be completed and all grease, paint, varnish, oil and welding slag shall be completely removed.

All protuberances which could affect the life of galvanizing shall also be removed. To avoid the formation of white rust all galvanized material shall be packaged in such a way to ensure adequate ventilation between parts during shipping and storage.

Testing of galvanizing shall be performed for Uniformity of thickness as per IS 2633/1986, Mass of coating as per IS 6745/1972 and quantity of zinc, water quenching & centrifuging as per IS 2629/1985.

5. Hardware:

MS Nuts, bolts and washers (Galvanized) – 16 mm dia nuts, bolts & washers shall be used for tying of overhead structure items like cross arms, top clamps, brackets, clamps, bracing, strain plates etc.

While erecting, proper dimensions of nut-bolts and washers must be ensured. 2 to 3 threads only be visible of the bolt after full tightening of nut on requisite torque. The hardware shall be hot dip galvanized. The minimum coating of the zinc shall comply with IS: 2629 and IS: 2633. Galvanizing shall be checked and tested in accordance with IS: 2633. Before shifting them to site for erection, they shall be offered for inspection and approval by Project Manager.

6. Stay Set:

Galvanized Stay Set with 50x8 mm stay clamp, guy insulator (2Nos.), anchor plate (200x200x6mm) , nut-bolts, 2 Nos turn-buckles, 1.8 m long, 16 mm diameter solid GS stay rod & 7/3.15 mm dia GI stranded wire complete.

Stay set shall be used at all turning locations, conductor dead end supports, double pole structure, triple pole structure, four pole structure to nullify the tension of conductor. Erection of storm guys at suitable location in straight line may also be provided. Erection of storm guys at suitable location in straight line may also be provided.

0.2 cmt cement concreting in mixture 1 part cement, 3 part coarse sand, 6 part 40mm size aggregate stone chips (1:3:6). 2 Nos. guy insulator shall be provided in stranded GI wire at middle location between two turn buckles.

7. Earthing:

Following earthing arrangements are envisaged for new 11 kV lines:

- a) 40 mm dia., 3000 mm long GI pipe earth electrode with test link, RCC pit, RCC cover plate on GI frame, bentonite powder and other accessories complete
- b) GI Earthing spike made of 20mm solid rod, Chemical rod earthing using Carbon powder/Bentonite powder / Conductive concrete powder including electrode with 2000mm long, 50 mm diameter GI pipe, GI Strip of 24x3mm minimum. 6 SWG GI wire for earthing and guarding
- c) 8 SWG GI wire for earthing and guarding
- d) Maintenance free type earthing

Each 11 kV line support shall be provided with one GI earthing spike made of 20 mm solid rod or GI Earth Coil and connected with 8 SWG GI wire. Overhead line structure shall be connected to GI earthing spike or GI Earth Coil using 8 SWG GI wire. GI nuts, bolts & washers shall be used to join two GI wires and 20 mm solid spike rod. Project Manager shall decide use of GI Earth Coil or 20mm dia GI Solid Rod for individual pole earthing.

At railway crossing, line crossing and other specific locations 40 mm dia, 3000 mm long GI pipe earth electrode with test link, RCC pit, RCC cover plate on GI frame, bentonite powder and other accessories shall be used. Overhead line structure at these locations shall be connected to GI earth pipe using 8 SWG GI wire. GI nuts, bolts & washers shall be used to join two GI wires and 40 mm GI earth pipe.

In rocky soil where getting required earth resistance is a challenge, chemical rod earthing shall be used. Overhead line structure shall be connected to chemical earth electrode using 8SWG GI wire. GI nuts, bolts & washers shall be used to join two GI wires and 20 mm solid spike rod.

In road crossings and line crossings, 6 SWG GI wire shall be used for cross lacing and 8 SWG wire shall be used for guard wires.

GI flats and GI wires must be properly dressed, bundled and fixed on supporting structure at 1 to 2 feet intervals.

8. Insulator and hardware –

11 KV polymer/porcelain Disc/Pin insulator with suitable hardware fittings shall be used. Insulator should be tied properly using binding wire & tape/helical form fitting. In road crossing and line crossing locations bridling cross arms and pin insulator shall be used.

The individual insulator shall be checked for insulation resistance before overhead line installation. Insulator should properly be cleaned before installation. No damage/crack insulator should be used.

9. ACSR / AAAC Conductors:

Following ACSR Conductors (or equivalent AAAC Conductor) are envisaged for new 11 kV lines:

- a) 6/2.11 + 1/2.11 mm (20 mm² Al. Area) - Squirrel
- b) 6/2.59 + 1/2.59 mm (30 mm² Al. Area) - Weasel
- c) 6/3.35 + 1/3.35 mm (50 mm² Al. Area) - Rabbit
- d) 6/4.09 + 1/4.09 mm (80 mm² Al. Area) - Raccoon
- e) 6/4.72 mm+7/1.57 mm (100 mm² Al. Area) - Dog

Project Manager shall decide size of conductor on proposed 11 KV line.

Care should be taken while drawing conductor from the drum. Proper roller should be used while handling conductors during erection. Jointing sleeves, binding materials, PG clamps, bi-metallic conductor shall be used for conductor jointing, insulators fixing, jumpering and termination at equipment respectively. There must not be uneven sag between conductor/spans.

Proper sag should be maintained using sag chart table. While tensioning, care should be taken to avoid tension on pin insulator. Therefore, proper alignment of line to be ensured.

At terminal location, care should be taken while connecting two sections to avoid bird faults. Therefore, pin insulator is to be used to handle the conductor on DC cross channel.

10. 11 KV AB Switch:

11 kV, 3-ph, 600 A, 3 Pin type, Vertical/Horizontal Mounting type, Gang Operated, AB Switch shall be installed at cut points and at suitable locations as per instructions of Project Manager. B Class GI pipe shall be used (without any joints) for operation of switch. AB Switch structure and handle must be earthed using 8 SWG GI wire.

11. Pole numbering:

Each support pole shall be numbered properly labelled using yellow base and black indication marks (number or digits). 40/50 mm height digits/words should be used for this purpose. Base shall be made using 2 or more coats of yellow enamel paint till good surface finish. Base preparation shall be completed

before shifting of poles to site for erection. Base painting and marking of digits should be performed by a skilled and trained painter using branded enamel paint, Project Manager shall approve type and brand of enamel paint. Warning instruction, if any, of availability of two sources of 33 kV supply on same structure, at source structure, at cut points should exclusively be provided as per state practice.

12. Anti-climbing device:

3.5 kgs, 2.5mm dia (12 SWG) galvanized barbed wire shall be used on each 11 kV support. Galvanized barbed wire should be properly dressed and crimped at termination. While wrapping the wire on support, proper tension should be maintained.

13. Danger board:

Each support shall be provided with a danger board with pole clamps as per approved drawing. Danger board should be in bi-lingual languages (local language and English). Clamp for danger board, nut-bolts and washers shall be painted with two or more coats of red-oxide and aluminium paints respectively till smooth surface before installation.

14. Support foundation:

0.5m³ Cement concrete in mixture 1 part cement, 3 part coarse sand, 6 part 40 mm size aggregate stone chips (1:3:6) shall be used in steel tubular poles and H-Beam 11 kV line supports.

In rural areas, PSC pole pit shall be refilled with 200 mm average size of bolder mixed with excavated earth. Proper ramming shall be performed for better compaction. All Double pole (DP), Triple pole (TP), cut point poles, Distribution Transformer substation poles and poles erected on water logging area shall be grouted using cement concrete mixture similar to H-beams/STP/Wide Parallel Beams . Prior approval of Project Manager shall be obtained for concreting of PSC poles in water logging area. While preparing route survey report, water logging areas shall be earmarked.

While erecting supports (poles), shuttering must be used for concreting so that proper quantity of cement concrete mixture be used and assessed during inspection. During concreting proper compaction by means of mobile vibrator be provided. While starting work of support erection, gang wise shuttering and mobile vibrator shall be offered for inspection to Project Manager. While erecting support, mercury level gauge must be used to ensure vertical erection of support.

250mm dia X 12" inch size muffing shall be provided on H- beams / STP/ Wide Parallel Beams to prevent direct entry of rain water along the poles. Cement Concrete of 1:2:4 (1 part Cement, 2 parts coarse sand and 4 parts 20mm aggregate stones chips) shall be used for individual poles.

Steel plate shall be used in steel tubular poles and cement concrete reinforced plate shall be used as base plate for PSC poles.

15. 11 kV line for underground railway crossing –

Two separate composite items of 11 kV line railway crossing is kept in BoQ. One is with 300 sq.mm cable & another one with 185 sq.mm cable.

2 Nos. separate cables shall be laid in separate GI pipe enclosures. At a time, one shall be used and another shall be kept idle as spare in ready to connect condition. Cable termination, cable identification, protective covering, laying of jumpering cable etc shall all be completed in this head. These composite items shall contain following sub-items:

- a) 3Cx1240 (3Cx300) sqmm XLPE armored cable (approx. length is 0.3 km each) – 2 sets
- b) 150mm dia GI pipe of A class (red color painted on edges) for cable protection in underground laying – 2 sets
- c) 150mm dia GI pipe of B class (blue color painted on edges) for cable support at DP structure – 2 sets
- d) Outdoor heat shrinkable cable jointing kits for main cable and jumpering cable – 4 Nos for main cable and 8 Nos for jumpering cables.
- e) 11 kV lightening arrestor station class 10kA (6 nos.),
- f) 4 Nos GI 3-meters long pipe earthing,
- g) 6 SWG GI wires with GI nuts, bolts & washers,
- h) Cable markers,
- i) Bi-metallic clamps,
- j) Jumpering with 11 kV Aerial Bunched Cables 200 Sqmm dia (10 mtr) etc – 4 sets
- k) Maintenance free type earthing

Detail survey of location of railway crossing be performed by Contractor to avoid multi-crossing at nearby location. Prior railway permission for execution of this work shall be obtained by Project Manager for which necessary technical support shall be provided by Contractor. Line crossing shall be performed using underground cabling. Block on railway traffic shall be arranged by Project Manager. Contractor should ensure timely completion of work during block period by mobilizing requisite man, materials and machine at crossing locations.

Horizontal drilling machine shall be used for horizontal bore below railway tracks.

16. Quality & Quantity inspection and compliance to the observation:

The line works, before or after commissioning/energisation, shall be inspected by Quality Inspectors and State Inspection Inspectorate. Contractor shall provide all requisite details of line like approved survey report, as built drawings and joint measurement sheet to the inspector to conduct. Contractor shall rectify defects/deficiencies and submit compliance to the observations with supporting photographs in digital form within one month from receipt of observations.

17. Tree-cutting/trimming of tree:

The Contractor shall count, mark and put proper numbers with suitable quality of paint at his own cost on all the trees that are to be cut/trim to obtain required tree clearance. Contractor shall pay

compensation for any loss or damage for tree cutting due to Contractor's work. Wherever forest clearance is envisaged for execution of work, clearance of forest department for tree cutting, if required, shall be arranged by the Project Manager and compensation shall also be paid by the Project Manager. Necessary fee if required to pay to Govt. dept. for arranging such clearances shall be paid by Project Manager. However, the Contractor would require to provide all necessary assistance for execution of this work.

18. Statutory clearances:

During execution of 11 KV Line work, all statutory clearances shall be ensured for ground clearance, line-to-line clearance, road crossing clearance, horizontal and vertical clearances from buildings/objects etc. All road crossings and line crossings shall be guarded as per specifications. Conductor joint should not be provided in mid span length. Instead, it should be nearer to the support.

Renovation/Augmentation of 11 kV line

- 1.00 Augmentation of 3 phase 11 kV line using additional supports matching with length and type of existing support is envisaged on following type of supports:
 - i. PSC POLE 8 meter long /200 KG (PSC Pole as per state practice)
 - ii. 9 Mtrs. Long M.S. Beam 116 x 100 mm, 23.00 kg/mtr
 - iii. 11 Mtrs. Long M.S. Beam 116 x 100 mm, 23.00 kg/mtr
 - iv. 13 m long M.S. Beam 150 x 150 mm, 34.6 kg/mtr
- 2.00 Augmentation of existing conductor with following type of new ACSR conductor including jointing sleeves, binding materials and helical formed fittings etc as required are envisaged under this work-
 - a. 6/3.35 + 1/3.35 mm (50 mm² Al. Area) - Rabbit by replacing existing weasel/squirrel conductor
 - b. 6/4.09 + 1/4.09 mm (80 mm² Al. Area) - Raccoon by replacing existing rabbit/weasel/squirrel conductor
 - c. 6/4.72 mm+7/1.57 mm (100 mm² Al. Area) - Dog by replacing existing raccoon/rabbit conductor
- 3.00 While executing this work, mid span pole with all fittings may be provided matching with existing poles of the line.
- 4.00 Following works shall also be executed by Contractor under this head –
 - a. Replacement of damaged insulators
 - b. Straightening of tilted supports by providing additional foundation or by providing boulders etc as required.
 - c. Revamping of pole earthing and replacement of GI earth wire.
 - d. Labelling, providing danger board, providing anti climbing device and painting of all the poles shall be in the scope of work
 - e. Replacement of damaged/bent V-cross arms & top clamps with new ones
 - f. Providing of stay set wherever required
 - g. Providing of guarding wherever required
 - h. Removal of old conductor in coil form, removal of old steel structure, removal of old conductor fittings, removal of any other worn out/defective material and deposit them in Employer's store within a reasonable time as decided by Project Manager

Item-wise scope of works under renovation/augmentation of 11 kV line is detailed out under scope of

new 11 kV line. It shall be utilized on item to item requirement under renovation/augmentation of 11 kV line also.

General Technical Instructions

Following CEA regulations shall be applicable during execution of work:

- a. Construction Regulation – Central Electricity Authority (Technical Standards for construction of electrical plants and electric lines) Regulation, 2010 (as amended time to time)
- b. Safety Regulation for construction and O&M - Central Electricity Authority (Safety requirements for construction, Operation and Maintenance of electrical plants and electric lines) Regulation, 2011 (as amended time to time)
- c. Connectivity Regulation – Technical Standard for connectivity to the grid (Amendment) Regulation 2013; Technical Standards for connectivity of the Distributed Generation resources, 2013; Central Electricity Authority (Grid Standard) Regulation, 2010 (as amended time to time)
- d. Metering Regulations – Central Electricity Authority (Installation and Operation of meters) Regulations, 2006; Central Electricity Authority (Installation and Operation of meters) (Amendment) Regulations, 2010 and 2015 (as amended time to time)
- e. Central Electricity Authority (Measures relating to safety and Electric supply regulations), 2010 and amendment regulation 2015 (as amended time to time)

1. 33 V Line support

9.1m meter long PSC Pole (or PSC Pole as per state practice shall be used for 33 KV line support). 152x152mm H-Beam (37.1kg/m) / Wide parallel Beams 160x30.44 kg/m can also be used as support in urban/forest area and or Steel Tubular Poles/ Wide parallel Beams 160x30.44 kg/m (Expandable through jointing plates) may be used in hilly area where head load shifting is the only option. Cement concreting shall be used for 33 KV support foundations in mixture 1:3:6 (1: cement, 3: coarse sand and 6 Stone ballast 40mm sizes). Each support shall be concrete (0.5mx0.5mx2m) = 0.5 cmt. 0.014 cmt shall also be used in muffing of the support. PSC pole shall not be provided with muffing.

- 1.1.1. Pole base plates as per specifications shall be used.
- 1.1.2. Pole earthing shall be performed through earthing coil duly connected with 8 SWG wire. The GI wires between pole structure and the earthing coil should not be used in cut length. Wherever, cut is evitable, proper nut bolt, washer and binding should be made as per REC specifications. The GI wire between support and earth coil should be placed 1 meter below the ground level.
- 1.1.3. Earth coil should be inserted 1200 mm away from pole.

2. 11 KV line Support and DTR Substation support

8.0 meters or equivalent PSC Poles as per prevailing practices of the state shall be used for 11 KV line and substation support. 152x152mm H-Beam (37.1kg/m) or Wide Parralel Beam 160x30.44 kg/m can also be

used as support in urban/forest area and or Steel Tubular Poles/Wide parallel Beam (with expandable lengths through jointing plates) may be used in hilly area where head load shifting is the only option.

The single PSC pole supports shall be erected with Stone bolder/stone ballast mixed with excavated earth in normal soil. PSC poles in Double Pole structures, turning point structure, Distribution Transformer Substation structure shall be grouted in cement concrete mixture of 1:3:6 (1: cement, 3: coarse sand and 6 Stone ballast 40mm sizes). Single pole supports in water logging area shall also be grouted in cement concrete mixture of 1:3:6 (1: cement, 3: coarse sand and 6 Stone ballast 40mm sizes). PSC pole shall be grouted with concrete (0.6mx0.6mx1.35m) = 0.486 cmt.. In special location, wherever, Project Manager specifically decides, to enhance additional strength, concreting may be used as support foundation.

In forest, wherever special care is to be made for elephant corridors, 13m long, 152x152mm RS Joist (37.1kg/m) / Wide Parallel Beams 160x 30.44 kg/m may be used for 11 KV line support.

152x152mm H-Beam (37.1kg/m)/ Steel Tubular Poles/ Wide Parallel Beams 160 x 30.44 kg/m shall be grouted in cement concrete mixture of 1:3:6 (1: cement, 3: coarse sand and 6 Stone ballast 40mm sizes) in all the formation.

Pole base plates as per specifications shall be used.

Pole earthing shall be performed through earthing coil duly connected with 8 SWG wire. The GI wires between pole structure and the earthing coil should not be used in cut length. Wherever, cut is evitable, proper nut bolt, washer and binding should be made as per REC specifications. The GI wire between support and earth coil should be placed 1 meter below the ground level.

Earth coil should be inserted 1200 mm away from pole.

3. Route And Terrain

The scope of HT/LT length of feeder are enclosed with the tender documents. On award of the contract, Contractor shall perform foot survey to access the route, pole location and thus Single Line Diagram of the line works. The survey shall be approved by Project Manager. Accordingly requirements of materials shall be finalized by the turnkey contractor in association with Project Manager.

4. Detailed Survey

The detailed survey shall be carried out for the approved feeders/spur lines by the Contractor and submitted for Employer approval.

5. Profile Plotting

Span: The number of consecutive spans between the section points shall not exceed design length considering wind pressure, type of poles and size of conductor.

Extension: An individual span shall be as near to the normal design span as possible. In case an individual span becomes too short with normal supports on account of undulation in ground profile, one or both

the supports of the span may be extended by inserting standard body extension designed for the purpose according to technical specification.

Loading: There shall not be any upward force on poles under normal working conditions and the suspension poles shall support at least the minimum weight span as provided in the design. In case uplift is unavoidable, it shall be examined if the same can be overcome by adding standard body extensions to the poles failing which tension poles designed for the purpose shall be employed at such positions.

Horizontal Tensions on pin insulators are to be avoided by proper alignment of the line. In case where installation of DP structure is not possible to erect for turning the line, "two pins" arrangement with suitable jumpering shall be provided at all those locations where pins are subjected to horizontal tension. Bridling type V Cross arms for such installations shall be used by the agency accordingly.

6. Road Crossing

At all road crossings, the poles shall be fitted with horizontally aligned disc type tension insulator string(s) or bridling V-cross arm supports using double pin insulator per phase depending on the type of poles and line but the ground clearance at the roads under maximum temperature and in still air shall be such that it should not fall below 6.1m in case of 33 KV and 11 KV lines. Also, cradle guarding is to be used at all the road crossing locations as per drawings / specifications enclosed.

7. Railways Crossings

Railway Crossings at pre-planned locality shall be selected in such a way that minimum feeder length shall be re-routed. The line crossing should be executed as per prevailing practices and approved drawings of railways. Railways crossing shall preferably be executed through underground cabling. Horizontal drill machine shall be used for this purpose. Required permission to block the Railways traffic and approval for railway crossing shall be arranged by the Employer at his own cost. All liaison works shall be performed by turnkey Contractor.

8. Telecommunication, LT or HT Line Crossing

The angle of crossing shall be as near 90 degrees as possible. However, deviation to the extent of 30 degree may be permitted under exceptionally difficult situations. Cradle guarding is to be used at all such crossing locations as per drawings / specifications enclosed.

9. Details En-route

All topographical details, permanent features, such as well, trees, building etc. 75 m on either side of the alignment shall be detailed on the profile plan.

10. Clearances - General

For the purpose of computing the vertical clearance of an over-head line, the maximum sag of any conductor shall be calculated on the basis of the maximum sag in still air and the maximum design temperature. Similarly, for the purpose of computing any horizontal clearance of an over-head line, the

maximum deflection of any conductor shall be calculated on the basis of the wind pressure specified by the State Government under rule 76 (2) (a) [or may be taken as 35%, whichever is greater]. Following clearances shall be maintained by the Contractor while executing the work:

CLEARANCE ABOVE GROUND OF THE LOWEST CONDUCTOR: No conductor of an over-head line, including service lines, erected across a street shall at any part thereof be at a height less than

- | | | |
|-----|----------------------------------|------------|
| (a) | For low and medium voltage lines | 5.8 metres |
| (b) | For high voltage lines | 6.1 metres |

No conductor of an over-head line, including service, lines, erected along any street shall at any part thereof be at a height less than

| | | |
|----|--|------------|
| a. | For low, medium and high voltage lines upto and including 11,000 volts, if bare - | 4.6 metres |
| b. | For low, medium and high voltage lines Upto and including 11,000 volts, if insulated - | 4.0 metres |
| c. | For high voltage lines above 11,000 volts - | 5.2 metres |

For extra-high voltage lines the clearance above ground shall not be less than 5.2 meters plus 0.3 meter for every 33,000 volts or part thereof by which the voltage of the line exceeds 33,000 volts:

Provided that the minimum clearance along or across any street shall not be less than 6.1 meters.

CLEARANCE FROM BUILDINGS OF LOW AND MEDIUM VOLTAGE LINES AND SERVICE LINES:

Where line is to cross over another line of the same voltage or lower voltage, pole with suitable extensions shall be used. Provisions to prevent the possibility of its coming into contact with other overhead lines shall be made in accordance with the latest CEA regulations (as amended from time to time). The Contractor will required to under cross higher voltage lines by erecting gantries/suitable Rail Pole structures.

Where a low or medium voltage over-head line passes above or adjacent to or terminates on any building, the following minimum clearances from any accessible point, on the basis of maximum sag, shall be observed:-

- a) For any flat roof, open balcony, verandah roof and lean-to-roof
 - i. When the line passes above the building a vertical clearance of 2.5 meters from the highest point; and
 - ii. When he line passes adjacent to the building a horizontal clearance of 1.2 meters from the nearest point, and
- b) For pitched roof
 - i. When the line passes above the building a vertical clearance of 2.5 meters immediately under the lines, and

- ii. When the line passes adjacent to the building a horizontal clearance of 1.2 meters.

The horizontal clearance shall be measured when the line is at a maximum deflection from the vertical due to wind pressure.

CLEARANCE FROM BUILDINGS OF HIGH AND EXTRA-HIGH VOLTAGE LINES:

Where a high or extra-high voltage over-head line passes above or adjacent to any building or part of building it shall have on the basis of maximum sag a vertical clearance above the highest part of a building immediately under such line, of not less than

| | | |
|-----|---|--|
| (a) | For High Voltage Lines up to and including 33,000 volts | 3.7 m |
| (b) | For Extra High Voltage Lines | 3.7 m plus 0.3 m for every additional 33 KV or part thereof. |

11. Electrical System Data

| | 33 KV | 11KV |
|---|--------------|-------------|
| Nominal voltage | 33 kV | 11KV |
| Maximum system voltage | 36 kV | 12KV |
| BIL (Impulse) | 170 kVp | 75KV |
| Power frequency withstand voltage (wet) | 75 kV (rms) | 28KV |

Minimum corona extinction voltage for phase to earth Not less than 27 kV, 50 Hz ac system under Dry condition (rms)

Radio interference voltage at one MHz for 27 kV (dry condition) Not exceeding 1000 micro-volts

12. Pole Location

In locating poles on lines, the following general principles should be kept in mind:-

1. Keep spans uniform in length as far as possible.
2. Locate to give horizontal grade.
3. By locating the poles on high places short poles can be used and will maintain proper ground clearance at the middle of the span. In extremely hilly or mountainous country, poles are located on ridges there by greatly increasing the spans without greatly increasing the pull on the conductor. This is possible because the sag can be made very large and will maintain the required ground clearance. Special attention should be given to the locations of poles, where the ground washes badly. Poles should not be placed along the edges of cuts at or embankment or along the banks of creeks of streams.

13. Construction

The construction of overhead-lines may be divided into the following parts:-

- (1) Pit marking, pit digging.
- (2) Erection of supports and concreting.
- (3) Providing of guys to supports.
- (4) Mounting cross-arms, pin and insulators, and pin binding.
- (5) Paying and stringing of the conductor.
- (6) Sagging and Tensioning of Conductors.
- (7) Crossings.
- (8) Guarding.
- (9) Earthing.
- (10) Testing and Commissioning.

14. Erection of DP Structure for Angle Locations

For angles of deviations more than 10 degree, DP structure may be erected. The pit digging should be done along the bisection of angle of deviation.

After the poles are erected, the horizontal/cross bracings should be fitted and the supports held in a vertical position with the help of temporary guys of Manila rope 20/25 mm dia.

Wherever space is not found sufficient to install double Pole structure, single pole cut point may be installed. The support so erected must be grouted.

15. Concreting

The concreting mixture of one cum 1:3:6 ratios would mean 1 part cement, 3 parts coarse sand and 6 part 40 mm aggregate size stones. It may be noted that while preparing the concrete mixture, large quantities of water should not be used as this would wash away cement and sand.

16. Providing Of Guys To Supports

Guys are installed at locations where terminal poles are erected at sectional cut points. These cut points may be in same alignment or at turn points. Guys are installed to nullify tension on supports resulted due to conductors tension. In spite of careful planning and alignment of line route, certain situations arise where the conductor tries to tilt the pole from its normal position due to abnormal wind pressure and deviation of alignment, etc. When these cases of strain arise, the pole is strengthened and kept in position by guys. One or more guys will have to be provided for all supports where there is unbalanced strain acting on the support, which may result in tilting/uprooting or breaking of the support.

Guys are braces fastened to the pole. In this work anchor type guy sets are to be used. These guys are provided at (i) angle locations (ii) dead end locations (iii) T - off points (iv) Steep gradient locations and (v) where the wind pressure is more than 50 kg / Sq.m.

The fixing of guys stays will involve (i) pit digging and fixing stay rod (ii) fastening guy wire to the support (iii) Tightening guy wire and fastening to the anchor. The marking of guy pit, digging and setting of anchor rod must be carefully carried out. The stay rod should be placed in a position so that the angle of rod with the vertical face of the pit is 30°/45° as the case may be.

Before start of erection of Stay sets, required concreting materials like Cement, Sand, Stone Chips and Construction water need to be made available near the pit.

G.I. stay wires of size 7/3.15 mm (10 SWG) & 7/4.00 mm (8 SWG), for 16 mm/20 mm stay rods respectively, are to be provided. 8.5 Kg. Stay Wire (7/4.00 mm) per Stay with 20 mm Stay rod for 33 KV line and 5.5 Kg. Stay Wire (7/ 3.15 mm) per Stay with 16 mm Stay rod for 11 KV lines are to be used. For double pole structure (DP), four stays along the line, two in each direction and two stays along the bisection of the angle of deviation (or more) as required depending on the angle of deviation are to be provided. Hot dip galvanized stay sets are to be used. One stay to counter the angular deformation force shall be used.

After concreting, back filling and ramming must be done well and allowed 7 days to set. The free end of the guy wire/stay wire is passed through the eye of the anchor rod, bent back parallel to the main portion of the stay/guy and bound after inserting the G.I. thimble, where it bears on the anchor rod. If the guy wire proves to be hazardous, it should be protected with suitable asbestos pipe filled with concrete of about 2 m length above the ground level, painted with white and black strips so that, it may be visible at night. The turn buckle shall be mounted at the pole end of the stay and guy wire so fixed that the turn buckle is half way in the working position, thus giving the maximum movement for tightening or loosening.

17. Guy Strain Insulators

Guy insulators are placed to prevent the lower part of the Guy from becoming electrically energized by a contact of the upper part of the guy when the conductor snaps and falls on them or due to leakage. No guy insulator shall be located less than 2.6 m from the ground. Guy insulators are to be used in stay wires only. All stay conductors are to be provided with guy insulators as per following specifications.

| | |
|-----------------|------------------------------|
| 11 KV line stay | Type C guy insulator (1 No) |
| 33 KV line stay | Type C guy insulators (2Nos) |

18. Fixing Of Cross-Arms

After the erection of supports and providing guys, the cross-arms are to be mounted on the support with necessary clamps, bolts and nuts. The practice of fixing the cross arms before the pole erection is also there. In case, the cross-arm is to be mounted after the pole is erected, the lineman should climb the pole with necessary tools. The cross-arm is then tied to a hand line and pulled up by the ground man through a pulley, till the cross-arm reaches the line man. The ground man should station himself on one side, so that if any material drops from the top of the pole, it may not strike him. All the materials should be lifted or lowered through the hand line, and should not be dropped.

19. Insulators And Bindings

Line conductors are electrically insulated from each other as well as from the pole by 'Insulators'. Following two type of insulators shall be used for the line insulation:

- (1) Pin type
- (2) Strain type

The pin type insulators will be used for straight stretch of line. The insulator and its pin should be mechanically strong enough to withstand the resultant force due to combined effect of wind pressure and weight of the conductor in the span.

The strain insulators are intended for use at terminal locations or dead end locations and where the angle of deviation of line is more than 10° . Strain insulators are also intending to use at major road crossing locations.

The pins for insulators are fixed in the holes provided in the cross-arms and the pole top brackets. The insulators are mounted in their places over the pins and tightened. In the case of strain or angle supports, where strain fittings are provided for this purpose, one strap of the strain fittings is placed over the cross-arm before placing the bolt in the hole of cross-arms. The nut of the straps is so tightened that the strap can move freely in horizontal direction.

All HT/LT insulators shall be tested for insulation tests before installation on line. They shall be dipped into water for 24 hrs and then tested for insulation resistance tests at the stores. The insulators found fit in IR testing shall be sent to site for erection. 11KV na d33 KV insulators shall be tested by at-least 1 KV megger whereas LT insulators shall be tested by 500 Volts megger.

20. Conductor Erection

The main operations are:-

- (a) Transportation of Conductor to works site.
- (b) Paying and Stringing of Conductor
- (c) Jointing of Conductor
- (d) Tensioning and Sagging of Conductor

While transporting conductors drums to site, precautions are to be taken so that the conductor does not get damaged/injured. The drum could be mounted on cable drum support, which generally is made from crow-bar and wooden slippers for small size conductor drums. The direction of rotation of the drum has to be according to the mark in the drum so that the conductor could be drawn. While drawing the conductor, it should not rub causing damage. The conductor could be passed over poles on wooden or aluminum snatch block (pulley) mounted on the poles for this purpose.

When approaching the end of a drum length at least three coils shall be left in place when the stringing operations are stopped. These coils are to be removed carefully and if another length is required to be run out a joint shall be made as per the recommendations of the accessories manufacturer.

The mid span jointing is done through compressions or if helical fittings are used the jointing could be

done manually. After completing the jointing, tensioning operation could be commenced. The conductor is pulled through come-along clamps to stringing the conductor between the tension locations.

Conductor splices shall not crack or otherwise be susceptible to damage in the stringing operation. The Contractor shall use only such equipment / methods during conductor stringing which ensures complete compliance in this regard.

All the joints on the conductor and earth-wire shall be of the compression type, in accordance with the recommendations of the manufacturer, for which all necessary tools and equipment like compressors, dies, etc., shall be obtained by the Contractor. Each part of the joint shall be cleaned by wire brush till it is free of rust or dirt, etc., and be properly greased with anti-corrosive compound. If required and as recommended by the manufacturer, before the final compression is carried out with the compressors.

All the joints or splices shall be made at least 15 meters away from the pole. No joints or splices shall be made in spans crossing over main roads, railways and small river spans. Not more than one joint per sub-conductor per span shall be allowed. The compression type fittings shall be of the self-centering type or care shall be taken to mark the conductors to indicate when the fitting is centered properly. During compression or splicing operation, the conductor shall be handled in such a manner as to prevent lateral or vertical bearing against the dies. After compressing the joint, the aluminum sleeve shall have all corners rounded; burrs and sharp edges removed and smoothened.

During stringing of conductor to avoid any damage to the joint, the Contractor shall use a suitable protector for mid span compression joints in case they are to be passed over pulley blocks / aerail rollers. The pulley groove size shall be such that the joint along with protection can be passed over it smoothly.

21. Tensioning and Sagging Operations

The tensioning and sagging shall be done in accordance with the approved stringing charts or sag tables. The "initial" stringing chart shall be used for the conductor and "final" stringing chart for the earth-wire. The conductors shall be pulled up to the desired sag and left in running blocks for at least one hour after which the sag shall be rechecked and adjusted, if necessary, before transferring the conductors from the running blocks to the suspension clamps. The conductor shall be clamped within 36 hours of sagging in.

The sag will be checked in the first and the last section span for sections up to eight spans and in one additional intermediate span for sections with more than eight spans. The sag shall also be checked when the conductors have been drawn up and transferred from running blocks to the insulator clamps.

At sharp vertical angles, conductor and earth-wire sags and tensions shall be checked for equality on both sides of the angle and running block. The suspension insulator assemblies will normally assume verticality when the conductor is clamped.

Tensioning and sagging operations shall be carried out in calm weather when rapid changes in temperature are not likely to occur.

22. Clipping In

Clipping of the conductors into position shall be done in accordance with the manufacturer's recommendations. Jumpers at section and angle towers shall be formed to parabolic shape to ensure maximum clearance requirements. Fasteners in all fittings and accessories shall be secured in position. The security clip shall be properly opened and sprung into position.

23. Fixing of Conductors and Earthwire Accessories

Conductor and earth-wire accessories supplied by the Contractor shall be installed by the Contractor as per the design requirements and manufacturer's instruction within 24 hours of the conductor / earth-wire clamping. While installing the conductor and earth-wire accessories, proper care shall be taken to ensure that the surfaces are clean and smooth and that no damage occurs to any part of the accessories or of the conductors.

24. Replacement

If any replacements are to be effected after stringing and tensioning or during maintenance e.g. replacement of cross arms, the conductor shall be suitably tied to the pole at tension points or transferred to suitable roller pulleys at suspension points.

Sagging of conductor has to be in accordance to the Sag Tension chart. In order to achieve it, it is preferred to pull the conductor to a tension a little above the theoretical value so that while transferring it from the snatch blocks to the pit insulators and to take care of temperature variation. Proper sag could be achieved. Sagging for 33/11 KV line is mostly done by "Sighting". A horizontal strip of wood is fixed below the cross-arm on the pole at the required sag. The lineman sees from other end and the sag is adjusted by increasing or decreasing the tension. The tension clamps could then be finally fixed and conductor be fixed on pin-insulators. All fittings, accessories like guys, cross-arms, etc., could be checked as they should not have deformalities.

The maximum permissible spans for all the lines of 33/11/0.4 KV are prescribed according to the design of the supports. Sag-tension charts for these conductors are to be followed.

25. Tying Of Conductor On Pin Insulators

Conductors should occupy such a position on the insulator as will produce minimum strain on the tie wire. The function of the wire is only to hold the conductor, in place on the insulator, leaving the insulator and pin to take the strain of the conductor.

In straight line, the best practice is to use a top groove insulator. These insulators will carry grooves on the side as well. When the conductor is placed on the top groove, the tie wire serves only to keep the conductor from slipping out.

On corners and angles (below 5 degree deviations) the conductors should be placed on the outside of the insulators. On the far side of the pole, this pulls the conductor against the insulator instead of away from the insulator.

26. Kind And Size Of Tie Wire To Be Used

Helically formed fittings are to be used for tying the insulators, end terminal connectors etc.. The tie should always be made of soft annealed wire so that it may not be brittle and injure the line conductor. A tie wire should never be used for second time. Specifications of helically formed fittings are given in this section.

27. Rules Of Good Tying Practice

- a. Use only helically formed fittings.
- b. Use of size of tie wire which can be readily handled yet one which will provide adequate strength.
- c. Use length of tie wire sufficient for making the complete tie, including an allowance for gripping with the hands. The extra length should be cut from each end if the tie is completed.
- d. A good tie should
 - (a) Provide a secure binding between line wire insulator and tie wire.
 - (b) Have positive contacts between the line wire and the tie wire so as to avoid any chattering of the contacts.
 - (c) Re-enforce line wire in the vicinity of insulator.
- e. Apply without use of pliers.
- f. Do not use the wire which has been previously used.
- g. Do not use hard drawn wires for tying.

28. Conductors At Different Voltages On Same Supports

In urban area, lines are to be erected with provision for forming lines of two different gradients as under

- a) 11 KV Line and LT Lines
- b) 33 KV Line and LT Lines

Where conductors forming parts of systems at different voltages are erected on the same supports, the Contractor shall make adequate provision to guard against danger to linesmen and others from the lower voltage system being charged above its normal working voltage by leakage from or contact with the higher voltage system; and the methods of construction and the clearances between the conductors of the two systems shall be as described in the specifications.

The agency shall be intimated by the Project Manager in writing about the locations where such provisions is intended by him. At all such locations, the Contractor shall make adequate provision to guard against danger to linesmen and others from the lower voltage system being charged above its normal working voltage by leakage from or contact with the higher voltage system.

29. Earthing

Earthing shall generally be carried out in accordance with the requirements of latest CEA regulations (as amended from time to time) and the relevant regulations of the Electricity Supply Authority concerned and as indicated below:

- a) All metallic supports shall be earthed.
- b) For PSC poles the metal cross-arms and insulator pins shall be bonded and earthed at every pole for HT lines.
- c) All special structures on which switches, transformers, fuses, etc., are mounted / likely to mount should be earthed.
- d) The supports on either side of the road, railway or river crossing should be earthed.
- e) All supports (Steel & PSC) HT lines passing through inhabited areas, road crossings and along such other places, where Earthing of all poles is considered desirable from safety considerations should be earthed.
- f) In special locations and special structures, road crossings etc., pipe/rod Earthing should be done on either side of the construction.
- g) At other locations the coil Earthing may be adopted. The coil Earthing consists of 10 m length of 8 SWG. G.I. wire compressed into a coil 450 mm length and 50 mm dia and buried 1500 mm deep as per REC standard J-1.

Following shall be the earthing requirements:

| No | Description | Type of Earthing |
|----|---|--|
| 1 | Single Pole - PSC/RS Joist/steel tubular | 1 No. Coil/Spike Earthing at each SP |
| 2 | Double pole - PSC/RS Joist/steel tubular | 2 Nos. Coil/Spike Earthing at each DP |
| 3 | Substation Poles structure - PSC/RS Joist/steel tubular | GI Pipe/ Chemical Earthing 3 Nos |
| 4 | Road crossing | GI Pipe / Chemical earthing on either side one each |
| 5 | Telephone line crossing | GI Pipe / Chemical earthing on either side one each |
| 6 | DP with Isolating switch | Coil/Spike earthing 2 Nos and GI Pipe / Chemical earthing 1 No |

30. Anti-Climbing Devices

In order to prevent unauthorized persons from climbing any of the supports of HT lines without the aid of a ladder or special appliance, certain anti-climbing devices are provided to the supports. Barbed wire binding is to be adopted for this purpose at a distance of 30 to 40 cm at a height of 3.5 to 4 m from ground level. The barbed wire shall conform to IS – 278 (Grade A1). The barbed wire shall be given chromatin dip as per procedure laid down in IS: 1340. At-least 3.5 kgs barbed wire is to be used per pole for the purpose.

31. Testing And Commissioning

When the line is ready for energisation, it should be thoroughly inspected in respect of the following:-

- a) Poles-Proper alignment, concerting and muffing.
- b) Cross-arms – Proper alignment.
- c) Finishing of fabricated steel items used.
- d) Insulators – Proper finish, cleanliness, insulation resistance.
- e) Binding, clamps and jumpers – To check whether these are in reach.
- f) Conductor and earth wire – Proper sag to check whether there are any cuts, etc.
- g) Guys: To check whether the Guy wire is tight and whether the Guy insulators are in tact.
- h) Earthing System: To check whether the earthing connections of supports and fittings are intact. Measure earth resistance with earth tester.

After the visual inspection is over and satisfied, the conductor is tested for continuity/ground, by means of megger. At the time of testing through megger person should not climb on the pole or touch the guarding, conductor, guy wire etc.

- a. Before charging any new line, it should be ensured that the required inspection fee for the new line is paid to the Electrical Inspector and approval obtained from him for charging the line.
- b. The line should be energized before the officer who has been authorized by the Project Manager in this regard.
- c. Before energizing any new line, the Contractor of the line shall notify to the workmen that the line is being energized and that it will no longer be safe to work on line. Acknowledgement of all the workmen in writing should be taken in token of having intimated them.
- d. Wide publicity by Tom-toming should be arranged in all the localities through which the line, that is to be energized passes, intimating the time and date of energizing and warning public against the risk in meddling with the line.
- e. The Officer-in-charge of the line shall personally satisfy himself that the same is in a fit state to be energized.

32. River Crossing

No special structures are to be erected for this work. River crossing more than normal span of poles are not considered under the package. For small rivers etc., data for the highest flood-level should be obtained for previous years. The structures should be located at such places that they should be approached under flood condition. Normal DP structures are to be used for such crossings on approval of Project Manager.

In case of river crossing with longer span, special designed structures are to be used for the purpose.

33. Guarding

Guarding is to be provided for the lines, so that a live conductor, when accidentally broken, is prevented to come in contact with other electric lines, telephone or telegraph lines, roads, and persons or animals and carriages moving along the road, by providing a sort of cradle below the main electric line.

Guarding is not required for crossings of 66 KV and higher voltage lines where the transmission line is protected by fast acting relay operated circuit breaker of modern design with a tripping time of the order of 0.25 sec. from occurrence of fault to its clearance. For all other crossings, guarding is essential for all telecommunication lines and major road crossing.

The guarding shall consist of GI guard cross arm of length 2.5 mtrs made out of 65x65x6 mm angle & shall be hot dipped galvanized generally conforming to IS : 2633/72. The clamps shall also be hot dipped galvanized generally conforming to IS: 2633/72 & suitable for 13 m 52 kgs/m rail pole & for 8.0 meters long RCC poles. Guarding shall be erected with ground & line clearances as per the I.E. rules. Cradle guard wire should be of 8 SWG GI Wire provided with lashing of 10 SWG GI wire at a distance of 2 m along the length of the guarding. Tension clamps, threaded eye bolts, turn buckles, thimble, tying wires and hardware are as per specified in the specifications. A sketch showing arrangement of guarding at road crossing is enclosed with tender drawing.

The minimum height between any guard wires and live crossing conductor shall not be less than 1.5 m in case of a railway crossing.

34. Repair to conductors

The conductor shall be continuously observed for loose or broken strands or any other damage during the running out operations. Repair to conductors, if necessary, shall be carried out with repair sleeves. Repairing of the conductor surface shall be carried out only in case of minor damage, scuff marks, etc. The final conductor surface shall be clean, smooth and free from projections, sharp points, cuts, abrasions, etc. The Contractor shall be entirely responsible for any damage to the poles during stringing.

Section - 7 : Conditions of Contract

General Conditions of Contract

| A. Contract and Interpretation | |
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| 1. Definitions | 1.1 The following words and expressions shall have the meanings hereby assigned to them: |
| | “Contract” means the Contract Agreement entered into between the Employer and the Contractor in accordance with the mode of contracting as per SCC , together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly. |
| | “Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto). |
| | “GCC” means the General Conditions of Contract hereof. |
| | “SCC” means the Special Conditions of Contract. |
| | “day” means calendar day. |
| | “year” means 365 days. |
| | “month” means calendar month. |
| | “Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them. |
| | “Employer” means the person named as such in the SCC and includes the legal successors or permitted assigns of the Employer. |

“Project Manager” means the person appointed by the Employer in the manner provided in GCC Sub-Clause 17.1 (Project Manager) hereof and named as such in the SCC to perform the duties delegated by the Employer.

“Contractor” means the person(s) whose Bid to perform the Contract has been accepted by the Employer and is named as Contractor in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in GCC Sub-Clause 17.2.4.

“SubContractor,” including manufacturers, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Facilities” (alternatively referred to as the “Works”) means the Plant to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

“Plant” means permanent plant, equipment, machinery, apparatus, goods, materials, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.

“Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, precommissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc. as the case may require.

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

“Site” (alternatively referred to as the “ Project Site”) means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

“Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GCC Clause 8 and in accordance with the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Precommissioning, Guarantee Test, Commissioning and Asset Tagging on the GIS Portal of the Facilities or such specific part thereof has been completed as provided in GCC Clause 24 (Precommissioning, Commissioning, Guarantee Tests and Completion of Facilities) hereof.

“Precommissioning” means the testing, checking and other requirements specified in the Employer’s Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 24 (Precommissioning, Commissioning, Guarantee Tests and Completion of Facilities) hereof.

“Commissioning” means operation of the Facilities or any part thereof by the Contractor following Precommissioning, which operation is to be carried out by the Contractor as provided in GCC Clause 24 (Precommissioning, Commissioning, Guarantee Tests and Completion of Facilities) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Employer’s Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GCC Clause 24 (Precommissioning, Commissioning, Guarantee Tests and Completion of Facilities) hereof.

“Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with GCC Clause 25 (Operational Acceptance) hereof.

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| | <p>“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 27 (Defect Liability) hereof.</p> |
| 2. Contract Documents | <p>2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> |
| 3. Interpretation | <p>3.1 In the Contract, except where the context requires otherwise:</p> <p>(a) words indicating one gender include all genders;</p> <p>(b) words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>(c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing;</p> <p>(d) the word “tender” is synonymous with “Bid,” “tenderer,” with “Bidder,” and “tender documents” with “Bidding Document,” and</p> <p>(e) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.</p> <p>The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p> <p>3.2 <u>Incoterms</u></p> <p>Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of Parties thereunder shall be as prescribed by <i>Incoterms</i>.</p> <p>Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1^{er}, 75008 Paris, France.</p> <p>3.3 <u>Entire Agreement</u></p> <p>Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of Parties with respect thereto made prior to the date of Contract.</p> <p>3.4 <u>Amendment</u></p> <p>No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed.</p> <p>3.5 <u>Independent Contractor</u></p> |

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| | <p>The Contractor shall be an independent Contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub Contractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Sub Contractors and the Employer.</p> |
| | <p>3.6 <u>Non-Waiver</u></p> |
| | <p>3.6.1 Subject to GCC Sub-Clause 3.6.2 below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> |
| | <p>3.6.2 Any waiver of a Party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the Party granting such waiver, and must specify the right and the extent to which it is being waived.</p> |
| | <p><u>3.7 Severability</u></p> |
| | <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p> |
| | <p>3.8 <u>Country of Origin</u></p> |
| | <p>"Origin" means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.</p> |
| 4. Communications | <p>4.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:</p> |
| | <p>(a) in writing and delivered against receipt; and</p> |
| | <p>(b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.</p> |

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| | 4.2 When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be. |
| 5. Law and Language | 5.1 The Contract shall be governed by and interpreted in accordance with laws of India including any other instruments having the force of law in India, as they may be issued and in force from time to time. |
| | 5.2 The ruling language of the Contract shall be English. |
| | 5.3 The language for communications shall be the ruling language unless otherwise stated in the SCC . |
| 6. Fraud and Corruption | 6.1 The Employer requires compliance with the stipulations on Fraud and Corruption, as set forth in the Attachment 1 to the GCC and the Integrity Pact if applicable as per SCC . |
| B. Subject Matter of Contract | |
| 7. Scope of Facilities | 7.1 Unless otherwise expressly limited in the Employer's Requirements, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre commissioning and delivery) of the Plant, and the installation, completion and Commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Employer's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GCC Sub- Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer, as set forth in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. |
| | 7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract. No extra payment shall be made for these additional accessories or materials required. |

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| | <p>7.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the SCC and the provisions, if any, specified in the SCC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 4, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.</p> |
| 8. Time for Commencement and Completion | <p>8.1 The Contractor shall commence work on the Facilities within the period specified in the SCC and without prejudice to GCC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.</p> |
| | <p>8.2 The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time stated in the SCC or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.</p> |
| 9. Contractor's Responsibilities | <p>9.1 The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.</p> |
| | <p>9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to Bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.</p> |

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| | <p>9.3 The Contractor shall acquire and pay for all permits, approvals and/or licenses which are not covered under GCC Clause 10.3 Employer's Responsibility from all local, state or national government authorities or public service undertakings in relevant to where the Site is located, which such authorities or undertakings require the Contractor to obtain in its name and which are necessary for the performance of the Contract, including, without limitation, permits/ certificates if needed for the Contractor's and Sub Contractor's personnel and entry permits for all Contractor's Equipment.</p> <p>9.4 The Contractor shall comply with all laws in force in India including any instruments having the force of law. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub Contractors and their personnel, but without prejudice to GCC Sub-Clause 10.1 hereof.</p> <p>9.5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin which do not violate the provisions of any Orders/ Circulars or other instruments issued by the Government that are in force. Any sub Contractors retained/ engaged by the Contractor in accordance with the provisions of the Contract, shall not violate the provisions of any Orders/ Circulars or other instruments issued by the Government that are in force.</p> <p>9.6 If the Contractor is a joint venture, or association (JV) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JV. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the Employer.</p> |
| 10. Employer's Responsibilities | <p>10.1 All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.</p> <p>10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in that Appendix.</p> |

10.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer). Such expenditure incurred by the Employer shall be booked as a part of the project cost, within the overall sanctioned costs under the scheme.

10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or SubContractors or the personnel of the Contractor or SubContractors, as the case may be, to obtain.

10.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all utilities and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Precommissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.

10.6 The Employer shall be responsible for the continued operation of the Facilities after issuance of Completion certificate, in accordance with GCC Sub-Clause 24.

10.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests and Commissioning, in accordance with GCC Clause 24.

10.8 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost/ compensation, if any, payable to the Contractor in consequence be determined by the Engineer- incharge.

C. Payment

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| 11. Contract Price | <p>11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.</p> <p>11.2 Unless an adjustment clause is provided for in the SCC, the Contract Price shall be a firm not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.</p> <p>11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.</p> |
| 12. Terms of Payment | <p>12.1 The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.</p> <p>12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.</p> <p>12.3 In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.</p> <p>12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated.</p> <p>12.5 <The Employer shall be eligible for 1.50% of rebate of invoice value (excluding GST) in the event it makes payment to the Contractor within 10 days of receipt of invoices complete in all respect.></p> |
| 13. Securities | <p>13.1 <u>Issuance of Securities</u></p> <p>The Contractor/Bidder shall provide the securities specified below in favor of the Employer at the times, and in the amount, manner and form specified below.</p> <p>13.2 <u>Advance Payment Security</u></p> <p>13.2.1 The Contractor/Bidder shall, within twenty- eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.</p> |

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| | <p>13.2.2 The security shall be in the form provided in the Bidding documents or in another form acceptable to the Employer. The amount of the security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor/Bidder from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor/Bidder immediately after its expiration.</p> |
| | <p>13.3 <u>Performance Security</u></p> |
| | <p>13.3.1 The Contractor/Bidder shall, within twenty- eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount specified in the SCC.</p> |
| | <p>13.3.2 The Performance Security shall be denominated in the currency or currencies of the Contract, and shall be in the form provided in Section 8, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the SCC, or in another form acceptable to the Employer.</p> |
| | <p>13.3.3 The Security shall be valid till 180 days beyond the Defect Liability Period specified in GCC 27 and shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, after successful completion of the Defect Liability Period of that part of the Facilities; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Clause 27 hereof, the Contractor/Bidder shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor/Bidder immediately after successful completion of the Defect Liability Period, provided, however, that if the Contractor/Bidder, pursuant to GCC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the SCC pursuant to GCC Sub-Clause 27.10 and up to the amount specified in the SCC.</p> |
| 14. Taxes and Duties | <p>14.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its SubContractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.</p> <p>14.2 Notwithstanding GCC Sub-Clause 14.1 above, the Employer shall pay/ reimburse to the Contractor, the taxes and duties, if any, specified in SCC.</p> |
| D. Intellectual Property | |

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| 15. License/Use of Technical Information | <p>15.1 For the operation and maintenance of the Plant, including procurement of future spares, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.</p> |
| | <p>15.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party. However, this shall not prejudice the right of the Employer to use these drawings, documents and other materials containing data and information for Employer's own use whatsoever including future procurements basis the same.</p> |
| 16. Confidential Information | <p>16.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third Party any documents, data, drawings or other information furnished directly or indirectly by the other Party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its SubContractor(s) such documents, data and other information it receives from the Employer to the extent required for the SubContractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such SubContractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 16.</p> <p>16.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities, including procurement of future spares. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant, construction or such other work and services as are required for the performance of the Contract</p> <p>16.3 The obligation of a Party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which</p> |

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| | (a) now or hereafter enters the public domain through no fault of that Party |
| | (b) can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto |
| | (c) otherwise lawfully becomes available to that Party from a third Party that has no obligation of confidentiality. |
| | 16.4 The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof. |
| | 16.5 The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract. |
| E. Execution of the Facilities | |
| 17. Representatives | 17.1 <u>Project Manager</u> |
| | If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. No such appointment shall be made at such a time or in such a manner as to impede the progress of work on the Facilities. Such appointment shall only take effect upon receipt of such notice by the Contractor. The Project Manager shall represent and act for the Employer at all times during the performance of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided. |
| | 17.2 <u>Contractor's Representative & Construction Manager</u> |
| | 17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto. |

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.

17.2.3 The Contractor's Representative may, subject to the approval of the Employer which shall not be unreasonably withheld, at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

17.2.4 From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.

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| | <p>17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 22.4. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.</p> <p>17.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement at his own cost.</p> |
| 18. Work Program | <p>18.1 <u>Contractor's Organization</u></p> |
| | <p>The Contractor shall supply to the Employer and the Project Manager a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities within twenty-one (21) days of the Effective Date. The chart shall include the identities of the key personnel and the curricula vitae of such key personnel to be employed shall be supplied together with the chart. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.</p> |
| | <p>18.2 <u>Program of Performance</u></p> |
| | <p>Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and precommission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion including Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion specified in the SCC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GCC Clause 40, and shall submit all such revisions to the Project Manager.</p> |
| | <p>18.3 <u>Progress Report</u></p> |
| | <p>The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 18.2 above, and supply a progress report to the Project Manager every month.</p> |

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| | <p>The progress report shall be in a form acceptable to the Project Manager and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.</p> <p>18.4 <u>Progress of Performance</u></p> <p>If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 18.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2, any extension thereof entitled under GCC Sub-Clause 40.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.</p> <p>18.5 <u>Procedures</u></p> <p>The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer's Requirements.</p> <p>The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.</p> |
| <p>19. Subcontracting</p> | <p>19.1 The Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved SubContractors, specifies major items of supply or services and a list of approved SubContractors against each item, including manufacturers. Insofar as no SubContractors are listed against any such item, the Contractor shall prepare a list of SubContractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the SubContractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.</p> <p>19.2 The Contractor shall select and employ its SubContractors for such major items from those listed in the lists referred to in GCC Sub-Clause 19.1.</p> |

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| | <p>19.3 For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved SubContractors, except when otherwise required as per the provisions of the Contract or instructions in writing by the Project Manager including the provisions if any specified in SCC, the Contractor may employ such SubContractors as it may select, at its discretion.</p> |
| | <p>19.4 Each sub-contract shall include provisions which would entitle the Employer to require the sub-contract to be assigned to the Employer under GCC 19.5 (if and when applicable), or in event of termination by the Employer under GCC 42.2.</p> |
| | <p>19.5 If a subContractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.</p> |
| 20. Design and Engineering | <p>13.1<u>Specifications and Drawings</u></p> |
| | <p>13.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.</p> |
| | <p>The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.</p> |
| | <p>13.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.</p> |
| | <p>13.2 <u>Codes and Standards</u></p> |
| | <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of Bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GCC Clause 39.</p> |
| | <p>13.3 <u>Approval/Review of Technical Documents by Project Manager</u></p> |

20.3.1 The Contractor shall prepare or cause its SubContractors to prepare, and furnish to the Project Manager the documents listed in the Appendix to the Contract Agreement titled List of Documents for Approval or Review, or elsewhere in the Contract, for its approval or review as specified and in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof. GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.

20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred for dispute resolution in accordance with GCC 46 hereof. If such dispute or difference is referred for dispute resolution in accordance with GCC 46, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Contractor's view on the dispute has been upheld, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as may be decided under the applicable dispute resolution forum, and the Time for Completion shall be extended accordingly.

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| | <p>20.3.6 The Project Manager’s approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.</p> <p>20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager’s approval thereof, pursuant to the provisions of this GCC Sub-Clause 20.3.</p> |
| 21. Procurement | <p>21.1 <u>Plant</u></p> |
| | <p>The Contractor shall procure and transport all Plant in an expeditious and orderly manner to the Site.</p> |
| | <p>21.2 <u>Employer-Supplied Plant</u></p> |
| | <p>If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:</p> |
| | <p>21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 18.2, unless otherwise mutually agreed.</p> |
| | <p>21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer’s cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.</p> |
| | <p>21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 27 or under any other provision of Contract.</p> |
| | <p>21.3 <u>Transportation</u></p> |
| | <p>21.3.1 The Contractor shall at its own risk and expense transport all the materials and the Contractor’s Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.</p> |

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| | 21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the materials and the Contractor's Equipment. |
| | 21.3.3 Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival at the Site. The Contractor shall furnish the Employer with relevant documents to be agreed upon between the Parties. |
| | 21.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the materials and the Contractor's Equipment to the Site. The Employer shall use its best endeavors in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the materials and the Contractor's Equipment to the Site. |
| | 21.4 <u>Customs Clearance</u> |
| | The Contractor shall, at its own expense, handle and be responsible and liable for all imported materials and Contractor's Equipment including Customs clearance and shall handle any formalities for the same, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer if considered fit and appropriate, may take such steps to comply with such requirement as the Employer may consider necessary, without bearing any responsibility or liability for the same. |
| 22. Installation | 22.1 <u>Setting Out/Supervision</u> |
| | 22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer. |
| | If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer. |

22.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

22.2 Labor:

22.2.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labor as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labor that has the necessary skills.

The Contractor shall be responsible for obtaining all necessary permit(s) and/or permissions(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall at its own expense provide the means of repatriation to all of its and its SubContractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

22.2.2 Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

22.2.3 Labor Laws

The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labor of its Subcontractors

The Contractor shall, in all dealings with its labor and the labor of its SubContractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labor.

22.2.4 Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

22.2.5 Working Hours

Normally, work may not be carried out on the Site on locally recognized days of rest, or outside the normal working hours, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent. This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.2.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel if and as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

22.2.7 Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and other services are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Project Manager may reasonably require.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, as per guidelines of concerned local, state or government authorities, addressed to all the Site staff and labor (including all the Contractor's employees, all SubContractors, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of risks of various transmittable diseases, epidemic etc.

22.2.8 Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise specified in the **SCC**.

22.2.9 Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be available for inspection by the Project Manager until the Contractor has completed all work.

22.2.10 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and

22.2.11 Prohibition of All Forms of Forced or Compulsory Labor

The Contractor shall not employ “forced or compulsory labor” in any form. “Forced or compulsory labor” consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

22.2.12 Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development, as may be required as per the applicable laws.

22.3 Contractor's Equipment

22.3.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

22.3.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

22.3.3 The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for removal of the equipment from Site, which was brought to Site by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

22.4 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22.5 Opportunities for Other Contractors

22.5.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other Contractors employed by the Employer on or near the Site.

22.5.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other Contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other Contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other Contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other Contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

22.5.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other Contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors and the workers of the Employer in regard to their work.

22.5.4 The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

22.6 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

22.7 Site Clearance

22.7.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

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| | <p>22.7.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities in a clean and safe condition.</p> |
| | <p>22.8 <u>Watching and Lighting</u></p> <p>The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the owners and occupiers of adjacent property and for the safety of the public.</p> |
| <p>23. Test and Inspection</p> | <p>23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and any part of the Facilities as are specified in the Contract.</p> |
| | <p>23.2 The Employer and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> |
| | <p>23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager or their designated representatives to attend the test and/or inspection.</p> |
| | <p>23.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.</p> |
| | <p>If the Employer or Project Manager or their designated representatives fails to attend the test and/or inspection, or if it is agreed between the Parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.</p> |
| | <p>23.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.</p> |

23.6 If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 23.3.

23.7 If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred for settlement of dispute in accordance with GCC Clause 46.

23.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.

23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.

23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any parts of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

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| | <p>The Employer/Nodal agency/ Third part inspecting agency may also deploy mobile vans with Testing facility to test the plants and facilities by selecting random samples from store or from site. In such a case if the material/ facility fails, the same shall be replaced with new material, and one more random sample would be selected from the same batch for testing. If the material fails the test again, then the whole lot shall be replaced by the Contractor at its own risk and cost.</p> |
| 24. Precommissioning, Commissioning, Guarantee Tests and Completion of the Facilities | <p>24.1 <u>Pre- Commissioning</u></p> |
| | <p>24.1.1 As soon as the Facilities or any part thereof have, in the opinion of the Contractor/Bidder, been completed operationally and structurally and put in a tight and clean condition as specified in the Employer's Requirements, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor/Bidder shall so notify the Employer in writing.</p> |
| | <p>24.1.2 Within seven (7) days after receipt of the notice from the Contractor/Bidder under GCC Sub-Clause 24.1.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.</p> |
| | <p>Pursuant to the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, the Employer shall also provide, within the said seven (7) day period, the utilities, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.</p> |
| | <p>24.1.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the utilities, facilities, services and other matters have been provided by the Employer in accordance with GCC Sub-Clause 24.1.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GCC Sub-Clause 24.8.</p> |
| | <p>24.1.4 As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof are ready for Commissioning, the Contractor/Bidder shall so notify the Project Manager in writing.</p> |
| | <p>24.1.5 The Project Manager, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub- Clause 24.1.4, either intimate in writing to commence Commissioning, or notify the defects and/or deficiencies to be rectified/ corrected by the Contractor pending which Commissioning cannot be commenced.</p> |

24.1.6 If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct/ rectify such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub-Clause 24.1.4.

24.1.7 If the Project Manager is satisfied that the Facilities or that part thereof are ready for Commissioning, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a communication in writing to the Contractor to commence Commissioning.

If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

24.1.8 If the Project Manager fails to issue any written communication/ intimation to the Contractor, and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4.1 or within seven (7) days after receipt of the Contractor's repeated notice, then the Facilities or that part thereof shall be deemed to be ready for Commissioning as on expiry of the 14 days/ 7 days period as aforesaid, as the case may be.

24.2 Commissioning

24.2.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the written intimation for the same by the Project Manager.

24.2.2 The Employer shall supply the operating and maintenance personnel and all utilities, facilities, services and other matters required for Commissioning.

24.2.3 In accordance with the requirements of the Contract, the Contractor's and Project Manager's advisory personnel shall attend the Commissioning, including the Guarantee Test, and shall advise and assist the Employer.

24.3 Guarantee Test

24.3.1 Subject to GCC Sub-Clause 24.8, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.

24.4 Completion

24.4.1 As soon as all works in respect of Precommissioning, Commissioning, Guarantee Tests and geo-tagging of the assets on GIS portal, are completed in the opinion of the Contractor, the Facilities or any part thereof have achieved Completion, the Contractor shall so notify the Project Manager in writing.

24.4.2 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4.1, either issue a Completion Certificate in the form specified in the Section 8, stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GCC Sub-Clause 24.4.1, or notify the Contractor in writing of any defects and/or deficiencies.

24.4.3 If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GCC Sub- Clause 24.4.1.

24.4.4 If the Project Manager is satisfied that the Facilities or that part thereof have reached Completion, the Project Manager shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's repeated notice.

If the Project Manager is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

24.4.5 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 24.4.1 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 24.4.4, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be. The Contractor shall accordingly issue written communication/ intimation on the same to the Project Manager.

24.5 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

24.6 Upon Completion, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

24.7 Partial Acceptance

24.7.1 If the Contract specifies that Commissioning and Completion shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning and Completion including the Guarantee Test shall apply to each such part of the Facilities individually, and the Completion Certificate shall be issued accordingly for each such part of the Facilities.

24.8 Delayed Precommissioning, Commissioning and/or Guarantee Test

24.8.1 In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to GCC Sub-Clause 24.1, or with the Commissioning/Guarantee Test pursuant to GCC Sub-Clause 24.2/ 24.3, for reasons attributable to the Employer either on account of non availability of other facilities under the responsibilities of other Contractor(s), or for reasons beyond the Contractor's control, the provisions leading to "deemed" completion of activities such as Completion, pursuant to GCC Sub-Clause 24.4, and Operational Acceptance, pursuant to GCC Sub-Clause 25, and Contractor's obligations regarding Defect Liability Period, pursuant to GCC Sub-Clause 27.2, Functional Guarantee, pursuant to GCC Clause 28, and Care of Facilities, pursuant to GCC Clause 32, and GCC Clause 41.1, Suspension, shall not apply. In this case, the following provisions shall apply.

24.8.2 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 24.8.1, the Contractor shall be entitled to the following:

(a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 26.2;

(b) payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 24.8.3 below;

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| | (c) the expenses towards the above security and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer; |
| | (d) the additional charges towards the care of the Facilities pursuant to GCC Sub- Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 24.8.4 below. The provision of GCC Sub-Clause 33.2 shall apply to the Facilities during the same period. |
| | 24.8.3 In the event that the period of suspension under above Sub-Clause 24.8.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor. |
| | 24.8.4 When the Contractor is notified by the Project Manager that the plant is ready for Precommissioning/ Commissioning/ Guarantee Tests, the Contractor shall proceed without delay in performing Precommissioning, Commissioning, Guarantee Tests and achieving Completion in accordance with GCC Clause 24. |
| 25. Operational Acceptance | 25.1 <u>Operational Acceptance</u> |
| | 25.1.1 Subject to GCC Sub-Clause 24.7, Operational Acceptance shall occur in respect of the Facilities or any part thereof when |
| | (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or |
| | (b) the Contractor has paid the liquidated damages specified in GCC Sub-Clause 28.3 hereof; and |
| | (c) any minor items mentioned in GCC Sub-Clause 24.5 hereof relevant to the Facilities or that part thereof have been completed. |
| | 25.1.2 In case if the requirements of GCC 25.1.1 have been complied upon or before achieving the Completion, Operational Acceptance shall be deemed to have occurred upon Completion. In case if the requirements of GCC 25.1.1 have been not been complied upon on or before achieving the Completion, at any time after the same are complied, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in respect of the Facilities or the part thereof specified in such notice as of the date of such notice. |
| | 25.3.3 The Project Manager shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate. |

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| | <p>25.3.4 If within seven (7) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice. The Contract shall intimate the same to the Project Manager through awritten communication/ intimation.</p> |
| <p align="center">F. Guarantees and Liabilities</p> | |
| <p>26. Completion Time Guarantee</p> | <p>26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 40 hereof.</p> <p>26.2 If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount specified in the SCC as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount specified as "Maximum" in the SCC as a percentage rate of the Contract Price. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub- Clause 42.2.2.</p> <p>Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 40. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.</p> <p>However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.</p> <p>Save for liquidated damages payable under this GCC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GCC Sub-Clause 18.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.</p> |
| <p>27. Defect Liability</p> | <p>27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant supplied and of the work executed. Further, in additions to the provisons contained herein, the provisons, if any, specified in SCC shall also apply.</p> |

27.2 The Defect Liability Period shall be **Twenty Four (24) Months** from the date of Completion of the Facilities (or any part thereof) unless specified otherwise in the **SCC** pursuant to GCC Sub-Clause 27.10, and the duration of every extension applicable (as per GCC 27.8) should be same as the duration of the defect liability period above. The aggregate value of all extensions will be subject to the maximum extension permissible (as per GCC 27.8).

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the Installation Services/ work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its own cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect, to the satisfaction of the Employer. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

(a) improper operation or maintenance of the Facilities by the Employer;

(b) operation of the Facilities outside specifications provided in the Contract; or

(c) normal wear and tear.

27.3 The Contractor's obligations under this GCC Clause 27 shall not apply to:

(a) any materials that are supplied by the Employer under GCC Sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;

(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or

(c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 27.7.

27.4 The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

27.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 27.

The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

27.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

27.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any monies due the Contractor or claimed under the Performance Security.

27.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

Upon correction of the defects in the Facilities or any part thereof by repair/replacement, the repaired/ replaced item(s) shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 27.2 from the time of such replacement/repair of the facilities or any part thereof. However, such extension of Defect Liability Period, in aggregate, shall, not exceed the period specified in **SCC**.

27.8.1 At the end of the Defect Liability Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period specified in **SCC**, reckoned from the end of Defect Liability Period including extension thereof. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 27, but later.

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| | <p>27.9 Except as provided in GCC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.</p> <p>27.10 In addition, any such component of the Facilities, and during the period of time as may be specified in the SCC, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GCC Sub-Clause 27.2.</p> |
| <p>28. Functional Guarantees</p> | <p>28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, subject to and upon the conditions therein specified.</p> <p>28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GCC Sub- Clause 42.2.2 subject to all other actions as deemed fit by the Employer including but not limited to legal recourse</p> <p>28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the said Appendix to the Contract Agreement is met, the Contractor shall, at the Contractor's option, either</p> <p>(a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test or</p> <p>(b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.</p> |

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| | <p>28.4 The payment of liquidated damages under GCC Sub- Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor’s guarantees under GCC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.</p> |
| 29. Patent Indemnity | <p>29.1 The Contractor shall, subject to the Employer’s compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.</p> <p>Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.</p> <p>29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p> |

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| | <p>29.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and SubContractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Contractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.</p> |
| 30. Limitation of Liability | <p>30.1 Except in cases of criminal negligence or willful misconduct,</p> |
| | <p>(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and</p> |
| | <p>(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier specified in the SCC, to the Contract Price or, if a multiplier is not so specified, the total Contract Price including any price adjustment pursuant to the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> |
| G. Risk Distribution | |
| 31. Transfer of Ownership | <p>31.1 Ownership of the Plant (including spare parts) shall be transferred to the Employer when the Plant are brought on to the Site.</p> |
| | <p>31.2 Ownership of the Contractor's Equipment used by the Contractor and its SubContractors in connection with the Contract shall remain with the Contractor or its SubContractors.</p> |
| | <p>31.3 Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.</p> |
| | <p>31.5 Notwithstanding the transfer of ownership of the Plant, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant are incorporated.</p> |

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| | <p>31.6 For the Plant/ goods/ equipment/material to be supplied by the Contractor under the Contract, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorisation letter from Employer as per specified proforma, in favour of the Employer against loss, damage and any risks involved for the full value of the Plant/ goods/ equipment/material. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the Completion of the Facilities.</p> |
| | <p>31.7 Under the Contract, where the Employer hands over Employer supplied plant/ goods/ equipment/material to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment through Bill of Lading or other despatch documents, furnish trust Receipt for such plant/ goods/ equipment/material and also execute an Indemnity Bond in favour of the Employer in the form acceptable to the Employer for keeping the plant/ goods/ equipment/material in safe custody and to utilize the same exclusively for the purpose of the Contract as per the specified proforma for the Trust receipt and Indemnity Bond.. The Employer shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of plant/ goods/ equipment/material from the Employer as per specified proforma.</p> |
| <p>32. Care of Facilities</p> | <p>32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 24 or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its SubContractors in the course of any work carried out, pursuant to GCC Clause 27. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 32.2 and 38.1.</p> <p>32.2 If any loss or damage occurs to the Facilities or any part thereof by reason of</p> |

(a) insofar as they, in relation to Site, relate to nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced Contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are in the general excluded of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 34 hereof; or

(b) any use or occupation by the Employer or any third Party other than a SubContractor, authorized by the Employer of any part of the Facilities; or

(c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein, the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GCC Sub- Clause 42.1 hereof.

32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities.

32.4 With respect to any loss or damage caused to the Facilities or any part thereof by reason of any of the matters specified in GCC Sub-Clause 38.1, the provisions of GCC Sub-Clause 38.3 shall apply.

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| 33. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification | <p>33.1 Subject to GCC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its SubContractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its Contractors, employees, officers or agents.</p> <p>33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defense of any such proceedings or claim.</p> <p>33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and SubContractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 34, provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.</p> <p>33.4 The Party entitled to the benefit of an indemnity under this GCC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the Party fails to take such measures, the other Party's liabilities shall be correspondingly reduced.</p> |
| 34. Insurance | <p>34.1 To the extent specified in the Appendix to the Contract Agreement titled Insurance Requirements, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.</p> <p>a) Marine Cargo Policy/Transit Insurance Policy:</p> |

I. (i) Marine Cargo policy for imported equipment Since imported finished materials are not permitted under the contract, this policy shall not be applicable,

(ii) Transit Insurance Policy for indigenous equipment Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment supplied from within India. The policy shall cover movement of Plant and Equipment from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) extension cover shall be taken. The policy shall cover movement of Plant and Equipment from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

II. If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

III. The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

b) Erection All Risk Policy/Contractor All Risk Policy:

I. The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.

II. The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

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| | <p>If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.</p> |
| | <p>III. The following add-on covers shall also be taken by the Contractor:</p> |
| | <p>i. Earthquake</p> |
| | <p>ii. Terrorism</p> |
| | <p>iii. Escalation cost (approximately @10% of sum insured on annual basis)</p> |
| | <p>iv. Extended Maintenance cover for Defect Liability Period</p> |
| | <p>v. Design Defect</p> |
| | <p>vi. Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than Rs. 100 crores, cover for offsite storage/fabrication (over Rs. 100 crores).</p> |
| | <p>IV. Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:</p> |
| | <p>The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.</p> |
| | <p>V. The cost of insurance premium is to be reimbursed to the Contractor for Employer Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.</p> |
| | <p>VI. If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.</p> |
| | <p>c) Automobile Liability Insurance</p> |

The Contractor shall ensure that all the vehicles deployed by the Contractor or its SubContractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its SubContractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

d) Workmen Compensation Policy:

I. Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its SubContractors for the project are adequately covered under the policy.

II. The policy may either be project specific covering all men of the Contractor and its SubContractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the SubContractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.

III. Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its SubContractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

e) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

f) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's SubContractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

34.3 The Contractor shall, in accordance with the provisions of the Appendix to the Contract Agreement titled Insurance Requirements, deliver to the Employer certificates of insurance or copies of the insurance policies as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

34.4 The Contractor shall ensure that, where applicable, its SubContractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such SubContractors are covered by the policies taken out by the Contractor.

34.5 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor

34.6 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

35. Unforeseen Conditions

35.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions other than climatic conditions, or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced Contractor on the basis of reasonable examination of the data relating to the Facilities including any data as to boring tests, provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site if access thereto was available, or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing additional work or using additional Plant or Contractor's Equipment, notify the Project Manager in writing of

(a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;

(b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;

(c) the extent of the anticipated delay; and

(d) the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GCC Sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price. However the Employer's decision in this regard shall be final and binding.

If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GCC Clause 40.

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| <p>36. Change in Laws and Regulations</p> | <p>36.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in India, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the SCC pursuant to GCC Sub-Clause 11.2 or under other provisions of the Contract.</p> |
| <p>37. Force Majeure</p> | <p>37.1 “Force Majeure” shall mean any event beyond the reasonable control of the Employer or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the Party affected, and shall include, without limitation, the following:</p> <p>(a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war</p> <p>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts</p> <p>(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority</p> <p>(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague</p> <p>(a) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster</p> <p>(b) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.</p> <p>37.2 If either Party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.</p> |

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| | 37.3 The Party who has given such notice, unless disputed by the other Party, shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40. |
| | 37.4 The Party or Parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5. |
| | 37.5 No delay or nonperformance by either Party hereto caused by the occurrence of any event of Force Majeure shall |
| | (a) constitute a default or breach of the Contract, or |
| | (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GCC Sub-Clauses 32.2, 38.3 and 38.4 if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure. |
| | 37.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than ninety (90) days or an aggregate period of more than one hundred and eighty (180) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GCC Sub-Clause 38.5. |
| | 37.7 In the event of termination pursuant to GCC Sub- Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GCC Sub- Clauses 42.1.2 and 42.1.3. |
| | 37.8 Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein. |
| 38. War Risks | 38.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC Sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in the India impacting the Site. |
| | 38.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to |
| | (a) destruction of or damage to Facilities, Plant, or any part thereof; |
| | (b) destruction of or damage to property of the Employer or any third Party; or |

(c) injury or loss of life if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

38.3 If the Facilities or any Plant shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

(a) any part of the Facilities or the Plant so destroyed or damaged to the extent not already paid for by the Employer and so far as may be required by the Employer, and as may be necessary for completion of the Facilities; and

(b) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof .

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 39, excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub- Clause 42.1.

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GCC 40.

38.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract, to the extent reasonable, that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.

38.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its SubContractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than ninety (90) days or an aggregate period of more than one hundred and eighty (180) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.

38.6 In the event of termination pursuant to GCC Sub- Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 42.1.2 and 42.1.3.

H. Change in Contract Elements

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| 39. Change in the Facilities | <p>39.1 The Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities hereinafter called "Change", provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.</p> |
| | <p>39.2 Notwithstanding GCC Sub-Clauses 39.1, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.</p> |
| | <p>39.3 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract.</p> |
| | <p>39.4 Employer has the right to introduce a Change by issuing an amendment to the Contract and amending the Contract Price, by varying the quantities of items originally included in the priced Schedule of Items and Bill of Quantities forming part of the Contract, within the limit as specified in SCC at the unit rates of the items specified in the Contract.</p> |
| 40. Extension of Time for Completion | <p>40.1 The Time(s) for Completion specified in the SCC pursuant to GCC Sub-Clause 8.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:</p> |
| | <p>(a) any Change in the Facilities as provided in GCC Clause 39 except if otherwise stated therein.</p> |
| | <p>(b) any occurrence of Force Majeure as provided in GCC Clause 37, unforeseen conditions as provided in GCC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 32.2</p> |
| | <p>(c) any suspension order given by the Employer under GCC Clause 41 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 41.2 or</p> |
| | <p>(d) any changes in laws and regulations as provided in GCC Clause 36 or</p> <p>(e) any default or breach of the Contract by the Employer, or any activity, act or omission of the Employer, or the Project Manager, or any other Contractors employed by the Employer, or</p> |

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| | <p>(f) any delay on the part of a SubContractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub-clause, or</p> <p>(g) delays attributable to the Employer or caused by customs, or</p> <p>(h) any other matter specifically mentioned in the Contract by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.</p> <p>40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter for settlement of dispute in accordance with GCC Sub-Clause 46.</p> <p>40.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.</p> <p>40.4 In all cases where the Contractor has given a notice of a claim for an extension of time under GCC 40.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall thereafter comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra costs and the Contractor is entitled to an extension of time under GCC 40.1, the amount of such extra costs shall be added to the Contract Price.</p> |
| <p>41. Suspension</p> | <p>41.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.</p> |

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39, excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1.

41.2 (a) If the Employer has failed to pay the Contractor any sum due under the Contract for considerable period beyond the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

(b) The Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

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| | <p>41.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction, provided that the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then for the time of suspension thereafter and provided that at that time such performance is still suspended, shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.</p> <p>41.4 During the period of suspension, the Contractor shall not remove from the Site any Plant, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.</p> |
| 42. Termination | <p>42.1 <u>Termination for Employer's Convenience</u></p> |
| | <p>42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 42.1.</p> |
| | <p>42.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination</p> |
| | <p>(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition</p> |
| | <p>(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below</p> |
| | <p>(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its SubContractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition, and</p> |
| | <p>(d) subject to the payment specified in GCC Sub-Clause 42.1.3,</p> |
| | <p>(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination</p> |
| | <p>(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its SubContractors; and</p> |
| | <p>(iii) deliver to the Employer all non- proprietary drawings, specifications and other documents prepared by the Contractor or its SubContractors as at the date of termination in connection with the Facilities.</p> |

42.1.3 In the event of termination of the Contract under GCC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:

(a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination

(b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its SubContractors' personnel

(c) any amounts to be paid by the Contractor to its SubContractors in connection with the termination of any subcontracts, including any cancellation charges

(d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.1.2

(e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

42.2 Termination for Contractor's Default

42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause 42.2:

(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt

(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43.

(c) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, as defined in Attachment 1 to the GCC, in competing for or in executing the Contract.

42.2.2 If the Contractor

(a) has abandoned or repudiated the Contract

(b) has without valid reason failed to commence work on the Facilities promptly or has suspended, other than pursuant to GCC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

(d) refuses or is unable to provide plant, equipment, goods, materials, services or labor sufficient to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended, then the Employer may, without prejudice to any other rights it may possess under the Contract including encashment of Performance and other securities, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 42.2.

42.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its SubContractors

(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its SubContractors as of the date of termination in connection with the Facilities.

42.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third Party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

42.2.5 Subject to GCC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 42.2.5 and any other monies otherwise due to the Contractor under the Contract, and including remittances, if any, received by the Employer through securities furnished by the Contractor, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums as aforesaid, the Employer shall pay the balance to the Contractor. The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

42.3 Termination by the Contractor

42.3.1 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 42.3.1, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

42.3.2 If the Contract is terminated under GCC Sub- Clauses 42.3.1, then the Contractor shall immediately

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii)

(c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its SubContractors' personnel from the Site, and

(d) subject to the payment specified in GCC Sub-Clause 42.3.3,

(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its SubContractors, and

(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its SubContractors as of the date of termination in connection with the Facilities.

42.3.3 If the Contract is terminated under GCC Sub- Clauses 42.3.1 , the Employer shall pay to the Contractor all payments specified in GCC Sub- Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

42.3.4 Termination by the Contractor pursuant to this GCC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 42.3.

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| | <p>42.4 In this GCC Clause 42, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.</p> |
| | <p>42.5 In this GCC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment.</p> |
| <p>43. Assignment</p> | <p>43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.</p> |
| <p>I. Claims, Disputes and Arbitration</p> | |
| <p>44. Contractor’s Claims</p> | <p>44.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.</p> <p>If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.</p> <p>The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.</p> <p>The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer’s liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.</p> |

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| | <p>Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:</p> <p>(a) this fully detailed claim shall be considered as interim;</p> <p>(b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and</p> <p>(c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.</p> <p>Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.</p> <p>The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.</p> <p>In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either Party may refer the matter for settlement of dispute pursuant to GCC 46 hereof.</p> |
| <p>45. Disputes and Arbitration</p> | <p>45.1 The Parties shall seek to resolve any dispute amicably by mutual consultation. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.2 shall apply. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.</p> |

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| | <p>45.2 If, the parties have failed to resolve their dispute or difference by such mutual consultation as per Clause GCC 45.1, then either the Employer or the Contractor may give notice to the other party of its intention to commence conciliation/ arbitration, as hereinafter provided, as to the matter in dispute, and no conciliation/ arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence conciliation/ arbitration has been given in accordance with this Clause shall be finally settled in accordance with the following provisions:</p> |
| | <p>(i) Disputes shall be settled through conciliation or arbitration in accordance with Arbitration and Conciliation Act, 1996 including amendments thereto, as applicable from time to time, in accordance with the rules thereto and the Applicable Law.</p> |
| | <p>In any arbitration proceeding hereunder:</p> |
| | <p>(a) proceedings shall be held in the place mentioned in SCC which shall be the seat as well as the venue of arbitration except otherwise agreed by the Parties.</p> |
| | <p>(b) English language shall be the official language for all purposes; and</p> |
| | <p>(c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in the court of competent jurisdiction in India, as per the Applicable Law</p> |
| | <p>45.3 Notwithstanding any dispute and/or reference to conciliation/ arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Purchaser shall pay the Supplier any monies due to the Supplier.</p> |
| J. Additional | |
| 46. Up-front intimation of approved manufacturers and criterion for Fresh Vendor approval | <p>46.1 Employer shall up-front intimate list containing name of already approved vendors/manufacturers of various sub-transmission and distribution materials. Employer shall up-load the list on their web portal. The turnkey Contractor shall choose one or more than one vendors from the pre-approved lists depending upon capacity and capability of vendors to supply the materials for A.I.I works. No separate approval for vendor shall be required from Employer.</p> |
| | <p>Also, normal procedure being followed for empanelment of new vendors shall be uploaded and up-front intimated to all turnkey Contractors. In case turnkey Contractor desires to add new vendor, up-front intimation shall be available on criterion and procedure for selection of vendors.</p> |
| 47. Up-front intimation of Guaranteed Technical Particulars | <p>47.1 Technical Specifications are enclosed with the bid documents. Employer shall up-front intimate acceptable Guaranteed Technical Particulars of various materials through their web portal.</p> |

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| | <p>47.2 The turnkey Contractor will examine these documents and supply only those materials which meets the above acceptable criterion. In case there are Employer's approved vendor(s) (one or more) through which turnkey Contractor wish to procure the materials and are complying with the acceptable GTP parameters of Employer as available on their web portal, there would not be any formality needed like approval of sub-vendor or approval of GTP again.</p> <p>47.3 In event of change in name of vendor or change in GTP parameter, separate approval of Employer shall be sought by successful turnkey Contractor.</p> |
| <p>48. Turnkey Contractor's Store at Project site</p> | <p>48.1 "Project wise separate Site Stores shall be maintained and manned by turnkey Contractor. Same store shall not be used for more than one projects even if neighboring districts' projects are awarded to the same agency. The turnkey Contractor shall deploy his own manpower in stores for round the clock security and for its day to day operation through trained Store- keeper.</p> <p>Since materials received in this stores are owned by Employer (including owner's free issued material) and are pre-dispatch inspected by Employer's representative/ or NABL lab inspected, materials in a lot shall not be issued to the sub-Contractor for physical execution by turnkey Contractor. Instead, day to day requirements shall be issued to the working teams of sub-vendors by authorized store-keeper. In exceptional cases, on prior written permission of Employer, materials for a week time may be issued to working team of sub-vendor. Daily accounting of materials receipt, materials issues, materials in custody of sub-vendors are to be maintained by turnkey Contractor. Handing of Stores shall, in no circumstances, be off loaded. In no case, inter-project transfer of materials shall be permitted.</p> |
| <p>49. Handing over of assets</p> | <p>49.1 On completion of erection and testing of a section of line, DTR substation, power substation, contracting agency shall submit digital photographs in soft copies of each and every support structures along-with submission of completion report in support of their claim for energisation and handing over of assets. In addition, Contractor shall also ensure 100% tagging of assets on GIS portal provided by Employer. The Mobile App for GIS asset tagging shall be provided by the Employer. Project Manager within a week time, shall review the photographs for acceptance of quality of works and shall immediately deploy officials for joint measurement and inspection of executed works for energisation. In parallel, a requisition to State Electrical Inspectorate shall also be submitted by Project Manager. Fee/Charges for inspection by electrical inspector shall be paid by Project Manager (Employer).</p> |

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| | While offering section of work / substation for commissioning and handing over, turnkey Contractor shall provide pre-commissioning test reports and detailed checklist (format provided along with quality guidelines at Part 2: Section 6). |
| 50. Supply of Materials in lots | 50.1 Item wise mobilization of materials shall be planned in [6 lots or as decided by the Employer]. Employer shall arrange pre-dispatch inspections for at least [6 lots or as decided by the Employer] at his own expenditure. However, in case of approved quantity variation, employer may consider to increase the number of Lots. In addition, Employer shall also ensure that samples (as per IS Sampling standard) from 01 st lot and one other lot randomly selected by the Employer will be sent to nearest NABL accredited lab approved by the employer for testing directly from the manufacturing unit. TkC shall incur the expenses of testing. During the Pre-Dispatch inspection of materials, Contractor shall also mandatorily send its authorized person in the manufacturing facility. The authorized person of Contractor shall also sign the joint inspection report along with the Employer. All such cost shall be borne by the Contractor. |
| 51. Contract Closing | <p>51.1 On completion of handing over formality and successfully completion of defect liability / guarantee period, the contract shall be closed on completion of following formality:</p> <p>I. Material reconciliation of owner free issued materials as well as material supplied by turnkey Contractor,</p> <p>II. Payment reconciliations, submission and verifications that reconciliation of payment toward statutory provisions like GST, any other dues etc. Reconciliation statement shall be verified and vetted by chartered accountant.</p> <p>III. Approval for extension of Completion period, with or without compensation, as required.</p> <p>IV. Certification from agency regarding payment of dues to its</p> <p>i. Sub-vendors</p> <p>ii. Workers/ contract laborers,</p> <p>iii. Payment of statutory dues toward Provident Funds, wages etc. as required.</p> <p>V. Certification of Project Manager & agency to the effect that erection, testing and commissioning of the equipment have been completed as per specifications laid down in the contract and defects noted at the time of commissioning and notified to the agency have been liquidated to the satisfaction of Employer.</p> <p>VI. Removal of construction meant for site stores, hutment, labour colony etc. in the premises of EMPLOYER.</p> <p>VII. Certificate from Project Manager in charge regarding final amendment of drawings and detailed of such amendments,</p> <p>VIII. Drawing receipt certificate by the Project Manager,</p> |

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| | IX. Receipt of compliance report on Quality Assurance Mechanism along with photograph, Assurance documents by Project Manager |
| | X. Shortfall in equipment / Line performance Certificate issued by Project Manager, |
| | XI. No demand certificate issued by Contractor, |
| | XII. Certificate about completion of Defect Liability Period of the package by Project Manager, |
| | XIII. Certificate regarding return of Performance Security / Indemnity Bond by Project Manager/Employer. |
| 52. Suspension of business dealings | 52.1 Employer shall suspend business dealings with Contractor on following grounds for the period as decided by Project Manager:- |
| | a. If the Contractor fails to submit Performance Security after issuance of Letter of Intent (LoI) within 28 days. |
| | b. If the Contractor fails to accept the award of contract or has abandoned or repudiated the Contract. |
| | c. If the Contractor is found to be non- performing in execution of contract by the Employer. |
| | d. If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of Contractor or design deficiency or poor quality of execution. |
| | e. Misbehavior or physical manhandling by the Contractor or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established. |
| | f. If the Director / Owner of the Contractor, proprietor or partner of the Contractor, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the government or State Public Sector Undertakings or Central Public Sector Undertakings or Employer or Employer's group companies, during the last five years. |
| | g. If the proprietors of the Contractor have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc. |
| | h. If the Contractor continuously refuses to return / refund the dues of Employer or Employer's group companies, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law; |
| | i. If the Contractor employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences; |
| | j. If business dealings with the Contractor have been banned by the Ministry of Power or Government of India and the ban is still in force, |

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| | <p>k. If it is established that Contractor has resorted to corrupt, fraudulent practices including misrepresentation of facts;</p> <p>l. If the contractor uses intimidation/threatening or brings undue outside pressure on the Project Manager or his authorized representatives or its officials in acceptance / performance of the job under the contract.</p> <p>m. If the Contractor indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;</p> <p>n. If the Contractor is found to be involved in cartel formation during bidding.</p> <p>o. On willful indulgence by the Contractor in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Employer or not;</p> <p>p. If the Contractor is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.</p> <p>q. Established litigant nature of the Contractor to derive undue benefit;</p> <p>r. Continued poor performance of the Contractor;</p> <p>s. If the Contractor violates the provisions of the Integrity Pact provided in the Contract.</p> <p>t. If the Contractor commits fraud as defined under the Fraud Prevention Policy of Employer.</p> <p>u. If the Contractor has assigned or transferred the contract or engaged subcontractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.</p> <p>v. If the Contractor misuses the premises or facilities of the Employer, forcefully occupies, tampers or damages the Employer's properties including land, water resources, forests / trees, etc.</p> <p>w. If the security consideration, including questions of loyalty of the Contractor to the state, so warrants;</p> |
| 53. Repeat Order / Additional Order | <p>a. DGVCL should exercise their right to place repeat orders/ additional orders in case of exigency only.</p> <p>b. In special circumstances DGVCL will reserve the right to place repeat order / additional order up to 100% quantity of the P.O. at the same prices terms and conditions stipulated in the original contract as mutually agreed upon.</p> |
| 54. Subcontracting: | <p>The List of Major Items of Supply and Installation Services and List of Approved Sub Contractors, specifies major items of supply or services and a list of approved Sub-Contractors against each item, including manufacturers. In so far as no Sub-Contractors are listed against any such item, the Contractor shall prepare a list of Sub-Contractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit</p> |

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| | <p>any such list or any modification thereto to the DGVCL for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the DGVCL for any of the Sub-Contractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.</p> <p>Any subcontract shall necessarily require prior approval of the DGVCL. The cumulative value of all subcontracts shall be however limited up to 25% of total project value. However, subcontract for engagement of labour shall not require prior approval of the DGVCL and will not be subject to this maximum limit.</p> |
| <p>55. List of Banks whose Bank Guarantee will be accepted by DGVCL</p> | <p>DGVCL would accept Bank Guarantee issued by the following Banks (banks notified latest G.R. by finance department of Govt. of Gujarat dated 01.04.2026) :</p> <p>(A) Guarantees issued by the following banks will be accepted as SD/EMD on permanent basis:</p> <p>❖ All Nationalized banks.</p> <p>(B) Guarantees issued by the following Banks will be accepted as SD/EMD for period up to March 31, 2027. The validity cut-off date in the GR is with respect to date of issue of Bank Guarantees irrespective of date of termination of BG.</p> <ol style="list-style-type: none"> 1. AXIS Bank 2. AU Small Finance Bank 3. Bandhan Bank 4. City Union Bank 5. CSB Bank 6. DBS Bank India Limited 7. DCB Bank 8. Dhanlaxmi Bank 9. Equitas Small Finance Bank 10. FEDERAL Bank 11. HDFC Bank 12. HSBC Bank 13. ICICI Bank 14. IDBI Bank 15. IDFC First Bank 16. IndusInd Bank 17. Jammu and Kashmir Bank 18. Jana Small Finance Bank 19. Karnataka Bank 20. Karur Vysya Bank 21. Kotak Mahindra Bank 22. RBL Bank 23. South Indian Bank 24. Standard Chartered Bank 25. Tamilnad Mercantile Bank |

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| | <p>26. Ujjivan Small Finance Bank 27. YES Bank 28. Ahmedabad Mercantile Co-Op. Bank 29. Nutan Nagrik Sahkari Bank Ltd. 30. Rajkot Nagarik Sahakari Bank Ltd. 31. Saraswat Co-Operative Bank Ltd 32. SBPP Co-operative Bank Ltd. 33. SVC Co-Operative Bank Ltd 34. The Cosmos Co-op Bank Ltd. 35. The Gujarat State Co-operative Bank 36. The Surat District Co-op Bank 37. The Surat People's Co-Op. Bank Ltd 38. The Baroda Central Co-operative Bank 39. The Panchmahal District Co-operative Bank 40. The Kalupur Commercial Co-op. Bank 41. The Rajkot Commercial Co-operative Bank 42. The Banaskantha Mercantile Co-op. Bank Ltd. 43. Gujarat Gramin Bank</p> <p>Bank Guarantee(s) is / are submitted of the bank other than above banks / banks notified under latest G.R. by finance department of Govt. of Gujarat, it will not be accepted by DGVCL and in such case it will be considered as Bank Guarantee (s) is / are not submitted and action will be taken accordingly.</p> <p>Note: 1. Bank Guarantee of Rs. 50,000/- and above must be signed by Two Bank Official Jointly. 2. Designation of the officers must be mentioned clearly. 3. Place and Date of execution must be mentioned. 4. Official round seal of the bank is mandatory.</p> <p>“NO STAGEWISE BANK GUARANTEES WILL BE ACCEPTABLE IN ANY CASE.” CORPORATE GUARANTEES ARE NOT ALLOWED.</p> |
| 56. Execution of Works Across DGVCL Jurisdiction | DGVCL reserves the rights to instruct the contractor for carry out the works anywhere in the jurisdiction of DGVCL and accordingly contractor shall carry out the work as per the same rate and terms and condition of contract to achieve physical and financial progress. “DGVCL reserves the right to direct the Contractor to execute the works (including supply, installation, testing & commissioning) at any site/anywhere within DGVCL’s jurisdiction. The Contractor shall perform such works under the same contract rate and on the same terms and conditions as originally agreed.” |
| 57. Vendor Registration | Major items (i.e. LT Cables, FSP, MSP, SFU & BBC) are to be procured/supplied from registered vendor of DGVCL or subsidiary companies GUVNL (i.e MGVL, UGVCL, PGVCL, GETCO & GSECL) |
| 58. DGVCL GSTIN | DGVCL’s GSTIN Registration Nos. is: - <u>24AABCD8912C1Z3</u> |

Fraud and Corruption

1. Purpose

- 1.1 Government's/ DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT's Anti-Corruption Laws/ Guidelines apply with respect to procurement.

2. Requirements

- 2.1 DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT requires that bidders (applicants/proposers), consultants, Contractors and suppliers; any sub-Contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution, and refrain from Fraud and Corruption.

- 2.2 To this end, DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT:

- I. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- II. Rejects a proposal (also referred to as the bid) for award if the DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-Contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.
- III. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions,;
- IV. Pursuant to the Anti- Corruption Laws/ Guidelines and in accordance with due process, DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT, may sanction a firm or individual, either

indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from contract awarded by DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT or its subsidiaries/ affiliates, financially or in any other manner; (ii) to be a nominated sub- Contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a contract DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT or its subsidiaries/ affiliates; and (iii) to receive the proceeds of any loan made by the DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT or otherwise to participate further in the preparation or implementation of any DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT project.

And the bidders (applicants/proposers), Consultants, Contractors, service providers and suppliers have entered into **Integrity Pact** which shall also apply in addition to the aforesaid.

Special Conditions of Contract (SCC)

| Number of GCC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract (GCC) |
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| GCC 1.1 | <p>Mode of contracting is as under:</p> <p>1. The Contracts is entered into between the Employer and the Contractor asunder:</p> <p>(i) Contract Part I (<i>Supply of Plant Contract</i>): for Supply of Plant on FOR (final place of destination Site/ Project Site) basis interalia including design, engineering, manufacture, testing, transportation, insurance etc. and other services, incidental thereto, as applicable,</p> <p>(ii) Contract Part II (<i>Supply of Services Contract</i>): For providing all services interalia, including unloading and handling of Plant, all labor, Contractor's equipment, temporary works, materials, consumables, design and preparation of layout, engineering drawings, and all matters and things of whatsoever nature, including testing, pre-commissioning and commissioning, operations and maintenance services, the provision of as-built drawings, operations and maintenance manuals, training, etc., as specified in Contract and applicable and necessary for the proper execution of the Installation Services (but excluding the incidental to supply under Contract Part I) and other services, related to and incidental to successful installation of the Plant supplied under the " Contract Part I", at final destination (Site/ Project Site).</p> <p>2. The award of two separate Contract parts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract and Specification and a breach in one part of the Contract shall automatically be construed as a breach of the other part of the Contract which will confer a right on the Employer to terminate the Contract at the risk and the cost of the Contractor.</p> <p>3 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the other will be retained by the Employer.</p> <p>4. If required by the Employer, the Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials etc. submitted with the its Bid, in at least two (2) copies to form a part of the Contract.</p> |
| GCC 1.1 | The Employer is: DAKSHIN GUJARAT VIJ COMPANY LTD, SURAT |
| GCC 1.1 | The Project Manager is: will be provided at the time of award by DGVCL |
| GCC 6.1 | Integrity Pact is applicable as indicated in Attachment 1 to the GCC. |
| GCC 7.3 | As per Bill of Quantity mentioned in schedule B of Contract-I |
| GCC 8.1 | Commencement period [45 Days] from the receipt of Notification of Award (LOA)-As per DGVCL |
| GCC 8.2 | <ul style="list-style-type: none"> Overall completion period for Supply & execution of the work stated as per |

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| | <p>Schedule-A (Supply +Erection) of this contract is 18 months from the date of Agreement.</p> <ul style="list-style-type: none"> Contractor shall ensure to make planning of supply and erection work for financial booking of more than 65% of contract value within first 09 months. |
| GCC 11.2 | <p>The Contract Price is subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and Contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement as per which the contract price for specified goods/ equipment/ material shall be adjustable as per the method and procedures for the price adjustment specified therein. <i>{Appendix 2 of Form 5 in Section – 8 of the RFB/ bidding documents}</i>.</p> <p>The Contract Price is subject to alteration in the event of a Change in the Facilities as per GCC 39, through an amendment to the Contract.</p> |
| GCC 13.3.1 | <ol style="list-style-type: none"> The Performance Security amount is 3% of Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms. The Additional Performance Security amount is 3%age to be filled in by the Utility pursuant to ITB clause 37.1 ...e.g., the percentage of the bid price more than the percentage specified in the said clause limited to ...xxxx.....] percent of the Contract Price, and the Standard Form of Performance Security acceptable to the Employer shall be as specified in Section 8. Contract Forms. The Contractor/Bidder shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% of the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies. |
| GCC 13.3.2 | <p>The Bank Guarantee towards Performance Security shall be issued by a Bank mentioned below: - Bank Details As per NIT</p> |
| GCC 14.2 | <p>Only GST applicable in India, on the Plant and Installation Services provided/ supplied by the Contractor to the Employer under the Contract shall be paid/ reimbursed by Employer against requisite documents, at actuals.</p> |
| GCC 19.3 | <p>Any subcontract shall necessarily require prior approval of the Employer. However, sub-contract for engagement of labour shall not require prior approval of the Employer.</p> |

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| GCC 23 | <p>1) Category – A (Pre-Dispatch Inspection & Testing at NABL accredited Labs):</p> <ul style="list-style-type: none"> a) This category shall include high ticket materials (Power Transformers, Distribution Transformers, Circuit Breakers, AB/XLPE Cables, Overhead Conductor (AAAC/ACSR), Insulator which involves more and important testing procedures and hence the inspection of these materials will be carried out in the factory before the dispatch of the material. b) In addition, Employer shall also ensure that for major materials as discussed above, samples from 1st lot and one other lot randomly selected by the Employer shall be directly sent to NABL accredited test labs for third party testing. It is also to be noted that material clearance of the lots under testing shall only be given post receipt of successful test results. Contractor shall also mandatorily depute its authorized official for pre – dispatch inspection at manufacturing facility along with the Employer officials. The inspection and testing report would be jointly signed by the Employer and the Contractor. All the expenses related to testing would be borne by the Contractor. c) Apart from the above-mentioned protocol any one power transformer shall be selected by Employer from the supply schedule from the vendor, which shall be jointly sealed and tested for short circuit testing on turnkey- Contractor's expenses. <p>2) Category – B (On-site inspection): This category includes the materials for which a factory inspection is not warranted and the material can be inspected upon arrival at the site before the installation. In case the Employer is apprehensive about the quality of the material supplied it reserves the right to send the selected lot to the NABL accredited testing lab for third party testing.</p> <p>3) Employer also reserves the right to send any installed equipment / materials to the NABL accredited testing lab for testing. The Employer would have to reimburse the expenses related to transportation of material from site to testing lab and all testing expenses in this regard.</p> <p>4) The material which has to be tested at laboratory shall be sealed in the presence of authorized official of Employer and Contractor.</p> <p>5) If the materials tested at Laboratory fails then the entire lot would be rejected. Contractor shall bear the responsibility of sending back such failed materials from site. Any subsequent delay in contract performance due to failure of materials in the test laboratory would be on account of Contractor and no time extension would be provided by the Employer in this regard. Any LD levies in this regard would be borne by the Contractor.</p> <p>Pre-dispatch Inspection:</p> <p>Pre-dispatch inspection shall be performed on various materials at manufacturer's work place for which Contractor shall be required to raise requisition giving at least</p> |
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10-day time to employer for allocating inspection team. Depending on requirement, inspection shall be witnessed by representatives of Employer, TPIA and Contractor/Bidder.

The Contractor shall ensure receipt of material at site within 21 days from date of receipt of dispatch instructions. In case materials are not received within 21 days from date of issue of dispatch instruction, the dispatch instruction shall stand cancelled and a fresh pre -dispatch would be required to issue dispatch instruction. All expenditure incurred by Employer in performance of dispatch instruction shall be recovered from turnkey Contractor.

The turnkey Contractor shall ensure that pre-dispatch inspection for materials is intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities or the inspection could not be carried out due to non-availability of requisite calibrated certificate of instruments with manufacturer, closing of works on scheduled date of inspection, non-availability of sufficient testing/material handling staff at manufacturer works etc., all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- plus GST & Cess applicable shall be recovered from the bills of the agency and re-inspection shall be carried out on expense of Contractor.

2nd such situation at same manufacturer/supplier shall result in rejection of name of manufacturer from list of approved vendors/sub-vendors. In case sub-standard materials (old component, re-cycled materials, re-used core material, re-used transformer coil material etc.) offered for inspection and are noticed during the inspection, materials shall be rejected, and approval of sub-vendor shall also be cancelled for all Gujarat Wire Free City Mission projects.

In case, a material fails the pre-dispatch inspection as per GCC Clause 23, and also fails the subsequent repeat inspection of the rectified/replaced material, the complete lot of material under inspection will be required to be replaced by the manufacturer/supplier. If in subsequent inspection of the new lot, the material again fails the inspection, then materials shall be rejected and approval of vendor/sub-vendor shall also be cancelled for all Gujarat Wire Free City Mission projects.

Third Party Inspection at NABL accredited lab: Employer shall also ensure that for major materials as discussed above samples from 1st lot and one other lot randomly selected by the Employer shall be directly sent to nearest NABL accredited lab for third party testing. In case a material fails in the test, the whole offered lot would be rejected and complete lot of material under inspection will be required to be replaced by the manufacturer/supplier. If in subsequent inspection of the new lot, the material again fails the inspection, then materials shall be rejected and the vendor/sub-vendor shall also be debarred for all Gujarat Wire Free City Mission projects. In case of default by vendors/manufacturers, Contractor/ Bidder shall also be penalized as per below table:

| Sr. | No. of Material/lot rejected in a project/district | % Penalty imposed on contract price |
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| 1 | >5 | 5% |
| 2 | >3 | 2.50% |
| 3 | >1 | 1% |

Penalty provision for defects found in Field inspection:

There are three categories of defects found in field inspection they are **critical, major and minor** defects. There should be a provision to impose penalty on Contractor based on the percentage of major/critical defects observed by DGVCL.

| Sr. No. | Defect criteria | % Penalty imposed on sanctioned cost |
|---------|------------------|--------------------------------------|
| 1 | Critical Defects | 1% |
| 2 | Major Defects | 0.50% |
| 3 | Minor Defects | 0% if rectified within 30 days |

Electrical Inspector inspection:

After successful completion of the work permission from State Electrical Inspectorate is required. Necessary fee etc. shall be paid by the Employer. However if Contractor pays such fee it shall be reimbursed on actual basis on documentary evidence.

Defects / in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication to Employer.

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| GCC 26.2 | If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GCC Clause 40, the Contractor shall pay to the Employer liquidated damages at 0.15% for each week or part thereof, of the value of unexecuted works. The value of unexecuted works shall be equal to the difference of 1. The approved value of the surveyed & approved BOQ (inclusive of GST) and 2. The value of executed works (total billed amount only, inclusive of GST).till the time for completion or any extension thereof under GCC clause 40. The aggregate amount of such liquidated damages shall in no event exceed 5% of the value of unexecuted works (inclusive of GST). Once the “Maximum” is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 42.2.2. |
| GCC 27.1 | <p>(a) Volume of concreting: If it was observed by employer, quality monitoring agencies that volume and quality of concreting used in foundation of support, equipment foundation, gantry structure foundation, stay set etc. are not as per requirement specified in the scope of work/technical specifications, the Contractor has to dismantle the supports, foundation and redo the concreting of all the supports in that particular section of line/redo all the foundations in that particular substation at his own cost. To ensure this, the employer reserves the right to withhold the payment of Contractor for such defective works till such time the Contractor conforms to scope of works, technical specification and tender drawings.</p> <p>(b) Galvanization of metallic structure: All Metallic structures & fabricated items excluding metallic supports (Steel tubular poles/H-Beam) must be galvanized. In case any metallic item found rusted during execution of works, the Contractor has to replace the item used at all places. To ensure this, the employer reserves the right to withhold the payment of Contractor for such works till such time the Contractor conforms to scope of works, technical specification and tender drawings.</p> <p>(c) Painting of metallic supports (Steel tubular poles/H-Beam): Painting of metallic supports in overhead lines, distribution transformer substation and Power substations shall be ensured as per specifications. In case metallic supports found rusted during execution of works, the Contractor has to remove inferior painting, clean the surface and re-paint it as per given specifications. To ensure this, the employer reserves the right to withhold the payment of Contractor for such works till such time the Contractor conforms to scope of works, technical specification and tender drawings.</p> |
| GCC 27.8 | The extension of Defect Liability Period, in aggregate, shall, not exceed 24 months. |
| GCC 27.8.1 | a. The Contractor's liability for latent defects warranty shall be limited to, 60 Months reckoned from the end of Defect Liability Period including extension thereof |

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| GCC 39.4 | <p>The quantity of items given in the Price Schedules forming part of the Contract are provisional. The variation in quantity of the items shall be within the limit of plus/minus (+/-) fifty percent (50%) for individual items. In case the quantity variation of the individual items is beyond the limit specified above, the unit rates for the quantity beyond the said limit, shall be mutually agreed based on prevailing market rates as may be fair and reasonable.</p> <p>It is to be noted that Employer may choose to approve a variation of upto 20% of contract value (calculated using the rates quoted at the time of bidding) which has been caused due to quantity variation. For variation of greater than 20% but less than 50% of contract value(calculated using the rates quoted at the time of bidding), Employer will need to take approval of Competent Authority of DGVCL for approving the said quantity variation.</p> |
| GCC 45.2 (a) | DGVCL Decision at the time of Award |

Section - 8 : Contract Forms

BID SECURITY (EMD) FORM

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To: *(insert Name and Address of Employer)*

WHEREAS M/s. (insert name of Bidder)..... having its Registered/Head Office at(insert address of the Bidder) (hereinafter called "the Bidder") has submitted its Bid for..... the performance of the Contract for *(insert name of the Package)*..... under *(insert Specification No)* (hereinafter called "the Bid")

KNOW ALL PERSONS by these presents that WE *(insert name & address of the issuing bank)* having its Registered/Head Office at *(insert address of registered office of the bank)*..... (hereinafter called "the Bank"), are bound unto *(insert name of Employer)*..... (hereinafter called "the Employer") in the sum of *(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;
or
- (2) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (3) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary

evaluation of his bid pursuant to ITB Clause 33.1; or

- (4) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (5) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 43, or
 - (ii) to furnish the required performance security, in accordance with ITB Clause 44. or
- (6) In any other case specifically provided for in ITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including *(insert date, which shall be the date 30 days after the period of bid validity)* , and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

Email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____Mobile_____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the Bid Security (EMD) shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.
2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote_____

"Notwithstanding anything contained herein:

1. *Our liability under this Bank Guarantee shall not exceed_____ (value infigures)_____ (value in words)_____.*
2. *This Bank Guarantee shall be valid upto_____ (validity date)_____.*
3. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date)_____."*

3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Forfeiture of Bid Security (EMD) Amount against Bank Guarantee No.
dated for, issued by you on behalf of M/s
..... *(insert name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for
..... as Bid Security (EMD) for the bid submitted by M/s *(insert name of the Bidder)*
against *(insert name of the Package)* ; Specification No.
.....

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay immediately
on demand by the Employer the amount of without any reservation, protest, demur and
recourse. Further, any demand made by the Employer shall be conclusive and binding on the Bank
irrespective of any dispute or difference raised by the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for
remittance of Bid Security (EMD) amount to *(insert name of the Employer)* owing to
the
occurrence of the condition referred to at Sl. No. The Bank is requested to remit
the
full guaranteed sum towards proceeds of the Bid Security (EMD) in
the form
of Demand Draft in favour of '.... *(insert name of the Employer)*', payable at
(insert place of the Employer)....'.

Thanking you,

For.....(Name of the Employer)

(AUTHORISED SIGNATORY)

3b. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BANK

(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Conditional Claim against Bank Guarantee No. dated for
..... valid up to issued by you on behalf of M/s..... *(insert
name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s.
.....*(insert name of the Bidder)*, who have submitted this Bank Guarantee to us
towards Bid Security (EMD) against *(insert name of the Package)* ; Specification No.
.....

We, *(insert name of the Employer)* do hereby request you to lodge our claim/demand
against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against
the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee
No. dated.....extending its validity
upto is not got arranged by*(insert name of the Bidder)* in
our favour and are not received by us upto In such an event you are requested to
remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds
of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of '.... *(insert name
of the Employer)*, payable at*(insert place of the Employer)*....'.

This is without prejudice to our right under this guarantee and under the law. Thanking you,

For. (Name of the Employer)

(AUTHORISED SIGNATORY)

Copy to:

(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee
extending the validity up to is received by us by

FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT FOR SUPPLY OF PLANT

Ref. No. :

Date :

.....(*insert Contractor's Name & Address*).....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.)]

Attn : Mr.....

Sub. : Notification of Award for Supply of Plant Contract (Contract Part I) for
(*insert name of the Package*) Specification No National Competitive Bidding.
(Project Funding) (Contract Part I)

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Request for Bids (RFB) dated

1.2 RFB/bidding documents for the subject package issued vide our letter Ref. No. dated, and downloaded by you from e-tender portal, comprising the following:

a) Part 1 : Bidding Procedures and Requirements (Document Code No)

b) Part 2 : Employer's Requirements (Document Code No)

a) Part 3 : Conditions of Contract and Contract Forms(**Document Code No**)

1.2.1 Amendment/Errata No. to Bidding Documents issued to you vide our letter no. dated

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on, issued to you vide our letters no. dated *(Use as applicable)*

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 Technical Part (First Part) of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) for the subject package under Letter of Bid/Proposal reference no. dated, which was opened on *(Use as applicable)*

1.4 Intimation for Opening of Financial Part (Second Part) of Bid issued to you vide our letter no. dated

1.5 Price Part (Second Part) of your Bid/the Bid by the Joint Venture (JV) of M/s. (Lead Partner) and M/s..... (Other Partner) under Letter of Bid/ Proposal reference no. dated which was opened on... *(Use as applicable)*

1.6 Post bid discussions we had with you on various dates from to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) *(Use as*

applicable) (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [*modify as applicable*] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you/the JV(*use as applicable*) the 'Supply of Plant Contract' (also referred to as the 'Contract Part I') covering inter-alia supply of Plant on FOR {final place of destination (Site/ Project Site)} basis inter-alia including design, engineering, manufacture, testing, transportation, insurance etc. and other services, incidental thereto,
, required for the complete execution of the (*insert name of Package along with name of the Project*), as detailed in the documents referred hereinabove. The scope of work inter-alia includes the following:

..... (*Indicate brief Scope of Work*)

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the bidding documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (*insert name of Package along with name of the Project*), unless otherwise specifically excluded in the Bidding Documents or in this NOA.

2.1.1 You, the Lead Partner of the JV, along with M/s., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. (*This provision shall be included only in case the Bidder is a Joint Venture*)

2.0 The notification for award of Contract for performance of all other Installation Services/ activities, as set forth in the bidding documents, viz.

..... (*Indicate brief scope of work of the Contract Part II*)
.....

has been issued on you vide our NOA no. dated (hereinafter called the "Contract Part II" or "Supply of Installation Services Contract").

Notwithstanding the award of work for Completion of the Facilities under the Contract in two separate parts in the aforesaid manner, you/the JV (*use as applicable*) shall be overall responsible to ensure the execution of both the parts of the Contract to achieve successful completion and taking over of the Facilities/ Works under the

package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV (*use as applicable*) that any default or breach under the 'Contract Part II' shall automatically be deemed as a default or breach of this 'Contract Part I' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Contract Part II', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract Part I, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'Contract Part I' as well. However, such default or breach or occurrence in the 'Contract Part II', shall not automatically relieve you/the JV (*use as applicable*) of any of your/JV's (*use as applicable*) obligations under this 'Contract Part I'. It is also expressly understood and agreed by you/the JV (*use as applicable*) that the Plant/equipment/goods/ materials supplied by you/the JV (*use as applicable*) under this 'Contract Part I', when erected, installed & commissioned by you under the 'Contract Part II' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE FOR CONTRACT PART I

- 3.1 The total Contract Price for Contract Part I for the entire scope of work under this Contract Part I shall be(*Specify the currency and the amount in figures & words*)as per the following break-up:

| | Price Component | Amount |
|--|---|--------|
| | FOR Price component | |
| | Total for Supply of Plant Contract | |

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.
- 4.0 You/The JV (*use as applicable*) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (*Specify the value*) i.e. equal to [3% (Three percent)] of the Contract Price, and valid upto and including and any other securities as per the Bidding Documents. (*In case any other performance security is required to be furnished, the same is to be mentioned here*)

- 5.0 For release of advance payment (admissible as per the Bidding Documents) equal to% of the FOR Price component of the Contract Price for Contract part I, you are, inter-alia, required to furnish a Bank Guarantee for the 110% of the advance amount. The validity of the Advance Bank Guarantee shall be up to and including
Further, please note that furnishing of all the Contract Performance Securities under the 'Contract Part I' and 'Contract Part II' shall be one of the conditions precedent to release of advance under this Contract Part I.
- 6.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.
- 7.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful Completion of the (insert name of Package along with name of the Project) shall be ... (indicate the completion schedule) months from the date of issue of this Notification of Award for all contractual purposes.
- 8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.
- 9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.
- 10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
For and on behalf of

.....(Name of the Employer).....
(Authorised Signatory)

Enclosures:

APPENDIX (NOA) – 1 - Record Notes of Post - Bid Discussions held on various dates
from to

4b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR INSTALLATION OF PLANT AND EQUIPMENT

Ref. No. :

Date :

.....(*insert Contractor's Name & Address*).....

.....

.....

.....

[in case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. and M/s.)]

Attn : Mr.....

Sub. : Notification of Award for Supply of Installation Services Contract (Contract Part II)for
..... (*insert name of the Package*) Specification No.:
..... Domestic Competitive Bidding. (Project Funding: Domestic). (Contract Part II)

Dear Sir,

1.0 REFERENCE

This has reference to the following:

1.1 Our Request for Bids (RFB) dated

1.2 RFB/ bidding documents for the subject package issued vide our letter Ref. No. dated, and downloaded by you from e-tender portal,comprising the following:

a) Part 1 : Bidding Procedures and Requirements
(Document Code No.....)

b) Part 2 : Employer's Requirements
(Document Code No.....)

a) Part 3 : Conditions of Contract and Contract Forms

(Document Code No)

1.2.1 Amendment/Errata No. to Bidding Documents issued to you vide our letter no. dated

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on, issued to you vide our letters no. dated *(Use as applicable)*

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

1.3 Technical Part (First Part) of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) for the subject package under Letter of Bid/ Proposal reference no. dated, which was opened on *(Use as applicable)*

1.4 Intimation for Opening of Financial Part (Second Part) of Bid issued to you vide our letter no. dated

1.5 Price Part (Second Part) of your our Bid/the Bid by the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) under proposal reference no. dated, which was opened on... *(Use as applicable)*

1.6 Post bid discussions we had with you on various dates from..... to resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITS SCOPE

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) of M/s. (Lead Partner) and M/s. (Other Partner) *(Use as*

applicable) (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [*modify as applicable*] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you/the JV(*use as applicable*) the ‘Supply of Installation Services Contract’ (also referred to as the ‘Contract Part II’) for providing/ supplying all Installation Services (excluding the incidental services included in Contract Part I), interalia, unloading and handling of Plant, all labor, Contractor’s equipment, temporary works, materials, consumables, design and preparation of layout, engineering drawings, and all matters and things of whatsoever nature, including testing, pre-commissioning, guarantee tests and commissioning, the provision of as-built drawings, operations and maintenance manuals, training, etc., applicable and necessary for the proper execution of the installation and other services, at final destination (Site/ Project Site), related to and incidental to successful installation of the Plant supplied under the Contract Part I. as set forth in the bidding documents, viz (*Indicate brief scope of work*) for the (*insert name of Package along with name of the Project*)....

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the bidding documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (*insert name of Package along with name of the Project*)
....., unless otherwise specifically excluded in the bidding documents or in this NOA.

2.1.1 You, the Lead Partner of the JV, along with M/s., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. (*This provision shall be included only in case the Bidder is a Joint Venture*)

2.2 The notification for award of Contract for Supply of Plant including Type Testing to be conducted, as set forth in the bidding documents, viz.

..... (*Indicate brief scope of work of the Contract Part I*)
.....

has been issued on you vide our NOA no. dated (hereinafter called the “Supply of Plant Contract” or “Contract Part I”).

Notwithstanding the award of work for Completion of the Facilities under the Contract in

two separate parts in the aforesaid manner, you/the JV (*use as applicable*) shall be overall responsible to ensure the execution of both the parts of the Contract to achieve successful completion and taking over of the Facilities/ works under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV(*use as applicable*) that any default or breach under the 'Contract Part I' shall automatically be deemed as a default or breach of this 'Contract Part II' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Contract Part I', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract Part II, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'Contract Part II' as well. However, such default or breach or occurrence in the 'Contract Part I', shall not automatically relieve you/the JV(*use as applicable*) of any of your obligations under this 'Contract Part II'. It is also expressly understood and agreed by you/the JV(*use as applicable*) that the Plant/equipment/goods/ materials supplied by you/the JV(*use as applicable*) under the 'Contract Part I', when erected, installed & commissioned by you/the JV(*use as applicable*) under this 'Contract Part II' shall give satisfactory performance in accordance with the provisions of the Contract.

3.0 CONTRACT PRICE FOR CONTRACT PART II

- 3.1 The total Contract Price Contract Part II for the entire scope of work under this Contract Part II shall be (*Specify the currency and the amount in figures & words*) as per the following break-up:

| Sl. No. | Price Component | Amount |
|---|-----------------------|----------------|
| 1. | Installation Services | |
| 2. | Training Charges | Not Applicable |
| Total for Supply of Installation Services Contract | | |

- 3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

- 4.0 You/the JV(*use as applicable*) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (*Specify the value*) i.e. equal to [3% (Three percent)] of the Contract Price, and valid upto and including and any other securities as per the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful Completion of the *(insert name of Package along with name of the Project)* shall be ... *(indicate the completion schedule)* ... months from the date of issue of this Notification of Award for all contractual purposes.

7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

8.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action. Yours

faithfully,

For and on behalf of

.....*(Name of the Employer)*.....

(Authorised Signatory)

Enclosures:

APPENDIX (NOA) – 1 - Record Notes of Post - Bid Discussions held on various dates from to

Note:

(1) Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

1. FORM OF CONTRACT AGREEMENT

[Alternative – a]

CONTRACT AGREEMENT PART I FOR SUPPLY OF PLANT BETWEEN
(Name of Employer) AND M/s. (Name of Contractor)
...../JOINT VENTURE (JV) OF M/s. (Name of Lead Partner).... (THE LEAD
PARTNER OF THE JV) AND M/s.(Name of Other Partner)..... (THE PARTNER OF THE JV) [Use
as applicable]

THIS CONTRACT AGREEMENT PART I No. (also referred to as 'Supply of Plant
Contract/the Contract Part I ') is made on the day of 20....

BETWEEN

- (1) (Name of Employer) a company incorporated under the laws of
Companies Act 1956/2013 (with amendment from time to time) and having its Registered
Office at(registered address of the Employer) and its Corporate Office at
.....(address of the Employer) (hereinafter called "the Employer"
and also referred to as ".....(insert abbreviated name of the Employer) ")

and

- (2) M/s (Name of Contractor), a company incorporated under the laws of
Companies Act 1956/2013 (with amendment from time to time) and having its Principal place
of business at(Address of Contractor) and Registered Office at
.....(Registered address of Contractor) (hereinafter called "the Contractor" and
also referred to as ".....(insert abbreviated name of the Contractor) ")

or

Joint Venture (JV) of M/s (Name of Lead Partner) (the Lead Partner
of JV), a company incorporated under the laws of Companies Act 1956 and having its
Principal place of business at(Address of Lead Partner)
.....an
d

Registered Office at(Registered address of Lead Partner) and M/s
..... (Name of Other Partner)..... (the Partner of JV), a company incorporated
under the laws of Companies Act 1956/2013 (with amendment from time to time) and having
its Principal place of business at(Address of Other Partner)
and Registered Office at(Registered address of Other Partner)
(hereinafter called "the Contractor" and also referred to as "Joint Venture"/the 'JV'")

(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, commission and complete certain Facilities, viz. [insert the name of the Package along with] (“the Facilities”) as detailed in the Contract Document, and the Contractor, in accordance with the mode of contracting specified therein, has agreed to such engagement upon and subject to the terms and conditions appearing in this Contract Agreement Part I for Supply of Plant and in Contract Agreement Part II for Supply of Installation Services for the Facilities, the two parts read together, jointly and in conjunction, constituting the Contract. and the aggregate of the Contract Price for Contract Part I and the Contract Price for Contract Part II constituting the Contract Price for the Contract.

WHERE, the Employer, under this Contract Agreement Part I, desires to engage the Contractor for the supply of Plant on FOR {final place of destination (Site/ Project Site)} basis interalia including design, engineering, manufacture, testing, transportation, insurance etc. and other services, incidental thereto, required for the complete execution of the (insert name of Package along with name of the Project), and the scope of work is briefly described below:

[.....insert brief scope of work]

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. /NOA-I/01 dated DD/MM/YYYY.

VOLUME – B

3. Documents comprising of the following:

- Conditions of Contract and Contract Forms (Part 3 of Bidding Documents)
 - Conditions of Contract including Special Conditions of Contract (SCC) and General Conditions of Contract (GCC);(Section 7 of Bidding Documents)
 - Contract Forms (Section 8 of Bidding Documents)
- Employers' Requirements (Part 2 of Bidding Documents)
 - Employer's Requirements (Section 6 of Bidding Document)
- Bidding Procedures and Requirements (Part 1 of Bidding Documents)
 - Request for Bids Notice (Section 1 of Bidding Documents)
 - Eligibility and Qualification Requirements (Section 2 of Bidding Documents)
 - Instruction to Bidders and Bid Data Sheets (Section 3 of Bidding Documents)

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11) for Contract Part I

The Employer hereby agrees to pay to the Contractor the Contract Price for Contract Part I in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price for Contract Part I shall be the aggregate of
 (*amount in words*) (*.....(amount in figures).....*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract Price for Contract Part I is as under:

| | | |
|--|------------------------------------|--------|
| | Price Component | Amount |
| | FOR Price Component | |
| | Total for Supply of Plant Contract | |

The detailed break-up of Contract Price for Contract Part I is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted and determined is the date of the Notification of Award i.e.,..... Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement Part I and the Contract.

Reference in this Contract Agreement Part I and the Contract, to any Appendix shall mean and include the Appendices attached hereto, and the this Contract Agreement Part I and the Contract shall be read and construed accordingly.

List of Appendices

| | |
|------------------------|---|
| Appendix 1 | Terms and Procedures of Payment |
| Appendix 2 | Price Adjustment |
| Appendix 3 | Insurance |
| RequirementsAppendix 4 | Time Schedule |
| Appendix 5 | List of Approved Subcontractors |
| Appendix 6 | Scope of Works and Supply by the Employer |
| Appendix 7 | List of Document for Approval or Review |
| Appendix 8 | Guarantees, Liquidated Damages for Non-Performance |
| Appendix 9 | Price Schedules indicating Price Breakdown of Contract Pricefor |

Article 5.

The Contract Agreement Part II No. has also been made on the day of 20...., between the Employer and the Contractor for the Supply of Installation Services (hereinafter referred to as the "Contract Part II") for providing/ supplying all Installation Services (excluding the incidental services included in Contract Part I), interalia, unloading and handling of Plant, all labor, Contractor's equipment, temporary works, materials, consumables, design and preparation of layout, engineering drawings, and all matters and things of whatsoever nature, including testing, pre- commissioning, guarantee tests and commissioning, the provision of as-built drawings, operations and maintenance manuals, training, etc., applicable and necessary for the proper execution of the installation and other services, at final destination (Site/ Project Site), related to and incidental to successful installation of the Plant supplied under the Contract Part I, required for the complete execution of the *(insert name of Package along with name of the Project)* , and the scope of work is briefly described below:

[.....insert brief scope of work.....]

Notwithstanding the award of work for Completion of the Facilities under the Contract in two separate parts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the parts of the Contract to achieve successful completion and taking over of the Facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the 'Contract Part II' shall automatically be deemed as a default or breach of this 'Contract Part I' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Contract Part II' either in full or in part, and/or recover damages there under the Contract Part II, shall give the Employer an absolute right to terminate this Contract Part I at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Contract Part I' as well. However, such breach or default or occurrence in the 'Contract Part II' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Contract Part I'. It is also expressly understood and agreed by the Contractor that the Plant/equipment/ goods /materials supplied by the Contractor under this 'Contract Part I' when erected, installed and commissioned by the Contractor under the 'Contract Part II' shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

.....

Signature

.....

Title

in the presence of

Signed by for and
on behalf of the Contractor

.....

Signature

.....

Title

in the presence of

5. FORM OF CONTRACT AGREEMENT

[Alternative – b]

CONTRACT AGREEMENT PART II FOR SUPPLY OF INSTALLATION SERVICES BETWEEN
(Name of Employer) AND M/s. (Name of Contractor)/JOINT VENTURE (JV) OF M/s. (Name of Lead Partner).... (THE LEAD PARTNER OF THE JV) AND M/s.(Name of Other Partner)..... (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACT AGREEMENT PART I No. (also referred to as 'Supply of Installation Services Contract/the Contract Part II') is made on the day of 20....

BETWEEN

(1) (Name of Employer)..... a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Registered Office at(registered address of the Employer) and its Corporate Office at(address of the Employer)..... (hereinafter called "the Employer" and also referred to as ".....(insert abbreviated name of the Employer) ")

and

(2) M/s (Name of Contractor), a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) (hereinafter called "the Contractor" and also referred to as ".....(insert abbreviated name of the Contractor) ")

or

Joint Venture (JV) of M/s (Name of Lead Partner)..... (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Lead Partner) an
d

Registered Office at(Registered address of Lead Partner)..... and M/s (Name of Other Partner) (the Partner of JV), a company incorporated under the laws of Companies Act 1956/2013 (with amendment from time to time) and having its Principal place of business at(Address of Other Partner)

and Registered Office at(*Registered address of Other Partner*)
(hereinafter called "the Contractor" and also referred to as "Joint Venture"/the 'JV'")
(*Applicable only in case of Joint Venture*)

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, commission and complete certain Facilities, viz. [insert the name of the Package along with] ("the Facilities") as detailed in the Contract Document, and the Contractor, in accordance with the mode of contracting specified therein, has agreed to such engagement upon and subject to the terms and conditions appearing in this Contract Agreement Part II for Supply of Installation Services and in Contract Agreement Part I for Supply of Plant for the Facilities, the two parts read together, jointly and in conjunction, constituting the Contract. and the aggregate of the Contract Price for Contract Part I and the Contract Price for Contract Part II constituting the Contract Price for the Contract.

WHERE, the Employer, under this Contract Agreement Part II, desires to engage the Contractor for the supply of Installation Services for providing/ supplying all Installation Services (excluding the incidental services included in Contract Part I), interalia, unloading and handling of Plant, all labor, Contractor's equipment, temporary works, materials, consumables, design and preparation of layout, engineering drawings, and all matters and things of whatsoever nature, including testing, pre-commissioning, guarantee tests and commissioning, the provision of as-built drawings, operations and maintenance manuals, training, etc., applicable and necessary for the proper execution of the installation and other services, at final destination (Site/ Project Site), related to and incidental to successful installation of the Plant supplied under the Contract Part I, for the complete execution of the
..... (insert name of Package along with name of the Project), and the scope of work is briefly described below:

[.....insert brief scope of work.....]

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No...../NOA-II/02 dated DD/MM/YYYY.

VOLUME – B

3. Documents comprising of the following:

- Conditions of Contract and Contract Forms (Part 3 of Bidding Documents)
 - Conditions of Contract including Special Conditions of Contract (SCC) and General Conditions of Contract (GCC);(Section 7 of Bidding Documents)
 - Contract Forms (Section 8 of Bidding Documents)
- Employers' Requirements (Part 2 of Bidding Documents)
 - Employer's Requirements (Section 6 of Bidding Document)
- Bidding Procedures and Requirements (Part 1 of Bidding Documents)
 - Request for Bids Notice (Section 1 of Bidding Documents)
 - Eligibility and Qualification Requirements (Section 2 of Bidding Documents)
 - Instruction to Bidders and Bid Data Sheets (Section 3 of Bidding Documents)

VOLUME – C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 3)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 11) for Contract Part II

The Employer hereby agrees to pay to the Contractor the Contract Price for Contract Part II in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price for Contract Part II shall be the aggregate of

(*amount in words*) (*.....(amount in figures).....*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract Price for Contract Part II is as under:

| | Price Component | Amount |
|--|--|--------|
| | Installation Services | |
| | Total for Supply of Installation Services Contract | |

The detailed break-up of Contract Price for Contract Part I is given in the relevant Appendices hereto.

2.2 Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference GCC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted and determined is the date of the Notification of Award i.e.,

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement Part II and the Contract.

Reference in this Contract Agreement Part II and the Contract to any Appendix shall mean and include the Appendices attached hereto, and this Contract Agreement Part II and the Contract shall be read and construed accordingly.

List of Appendices

| | |
|------------------------|---|
| Appendix 1 | Terms and Procedures of Payment |
| Appendix 2 | Price Adjustment |
| Appendix 3 | Insurance |
| RequirementsAppendix 4 | Time Schedule |
| Appendix 5 | List of Approved Subcontractors |
| Appendix 6 | Scope of Works and Supply by the Employer |
| Appendix 7 | List of Document for Approval or Review |
| Appendix 8 | Guarantees, Liquidated Damages for Non-Performance |
| Appendix 9 | Price Schedules indicating Price Breakdown of Contract Pricefor Contract Part II for Supply of Installation Services |
| Appendix 11 | Integrity Pact |

Article 5.

The Contract Agreement Part I No. has also been made on the day of 20...., between the Employer and the Contractor for the Supply of Plant (hereinafter referred to as the “Contract Part I”) for the supply of Plant on FOR {final place of destination (Site/ Project Site)} basis inter alia including design, engineering, manufacture, testing, transportation, insurance etc. and other services, incidental thereto, required for the complete execution of the *(insert name of Package along with name of the Project)*, and the scope of work is briefly described below:

[.....insert brief scope of work.....]

Notwithstanding the award of work for Completion of the Facilities under the Contract in two separate parts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the parts of the Contract to achieve successful completion and taking over of the Facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Contractor that any default or breach under the ‘Contract Part I’ shall automatically be deemed as a default or breach of this ‘Contract Part II’ also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the ‘Contract Part I’ either in full or in part, and/or recover damages there under the Contract Part I, shall give the Employer an absolute right to terminate this Contract Part I at the Contractor’s risk, cost and responsibility, either in full or in part and /or recover damages under this ‘Contract Part II’ as well. However, such breach or default or occurrence in the ‘Contract Part I’ shall not automatically relieve the Contractor of any of its responsibility/ obligations under this ‘Contract Part I’. It is also expressly understood and agreed by the Contractor that the Plant/equipment /goods/ materials supplied by the Contractor under the ‘Contract Part I’ when erected, installed and commissioned by the Contractor under this ‘Contract part II’ shall give satisfactory performance in accordance with the provisions of the Contract.

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and
on behalf of the Employer

Signed by for and
on behalf of the Contractor

.....
Signature

.....
Signature

.....
Title

.....
Title

in the presence of

in the presence of

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the mode of contracting stipulated at ITB, Section 3 of bidding documents. The forms of Contract under both Alternative i.e., a & b shall be used).

PERFORMANCE SECURITY FORM

Bank Guarantee No.

Date.....

Contract No.....

.....[Name of Contract].....

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of theContract)..... between M/s. **XXXXX** (Name of Employer), having its Registered Office at **XXXXX** (Registered Address of employer) ("the Employer"/" **XXXXX** (Name of Employer)") **on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner')**, and M/s (Name of Contractor) , having its Principal place of business at (Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project).....

[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on(insert date of the Contract)... between M/s. **XXXXX** (Name of Employer), having its Registered Office at **XXXXX** (Registered Address of employer) ("the Employer"/" **XXXXX** (Name of Employer)") **on behalf of XXXX (Name of owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' / 'Owner')**, and M/s (Name of Contractor), having its Principal place of business at(Address of Contractor) and Registered Office at(Registered address of Contractor) ("the Contractor") and the Contract ("the Contract") signed on(insert date of the Contract)..... between **XXXXX** (Name of Employer) **on behalf of Owner** and M/s (Name of Associate), having its Principal place of business at(Address of Associate) and Registered Office at(Registered address of Associate), the Associate of the

Contractor for executing the Facilities concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package along with name of the Project) [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Three percent (3%) of the Contract Price until thirty (30) days beyond the Defect Liability Period i.e., upto and inclusive of (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of **Owner** declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until thirty (30) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified,

compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s):

Tel._____

Mobile_____

Fax Number_____

Email_____

Common Seal of the Bank

Witness:

Signature_____

Name_____

Address_____

Contact Number(s):

Tel._____

Mobile_____

Email_____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of

appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed(*value in figures*)
[*Value in words*].
- 2.
3. *This Bank Guarantee shall be valid upto (validity date) .*
4. *We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date) ."*

BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Bank Guarantee No. Date.....
Contract No.....

.....[*Name of Contract*].....

To: [*Name and address of the Employer*]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(*insert date of theContract*).....
between you and M/s (*Name of Contractor*) , having its Principal place of
business at(*Address of Contractor*) and Registered Office at
.....(*Registered address of Contractor*)

..... ("the Contractor") concerning
..... *(Indicate brief scope of work)* for the complete
execution of the *(insert name of Package along with name of the Project)*.....

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to
payor cause to be paid to the Contractor an Advance Payment in the amount of
.....*(Amount in figures and words)*.....

By this letter we, the undersigned,*(insert name & address of the issuing bank)*
....., a Bank (which expression shall include its successors, administrators, executors and
assigns) organized under the laws of and having its Registered/Head
Office at*(insert address of registered office of the bank)*..... do hereby irrevocably
guarantee repayment of the said amounts upon the first demand of the Employer without
cavil or argument in the event that the Contractor fails to commence or fulfill its obligations
under the terms of the said Contract, and in the event of such failure, refuses to repay all or
part (as the case may be) of the said advance payment to the Employer.

Provided always that the Bank's obligation shall be limited to an amount equal to the
outstanding balance of the advance payment, taking into account such amounts, which have
been repaid by the Contractor from time to time in accordance with the terms of payment of
the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance payment
is received by the Contractor upto thirty (30) days beyond the date on which the entire
advance so advanced along with the interest if any due thereon has been fully adjusted in
terms of the Contract i.e., upto of thirty (30) days beyond the date of Completion of the
Facilities under the Contract. This Guarantee may be extended from time to time, as may be
desired by M/s on whose behalf this Guarantee has been issued.

Any claims to be made under this Guarantee must be received by the Bank during its period
of validity, i.e. upto thirty (30) days beyond the date of Completion of the Facilities by the
Employer i.e. upto and inclusive of.....*(dd/mm/yy)*.

For and on behalf of the Bank

*[Signature of the authorised signatory(ies)]*Signature

Name

Designation

POA Number

Contact Number(s):

Tel.

Mobile

Fax Number

Email

Common Seal of the Bank

Witness:

Signature

Name

Address

Contact Number(s):

Tel.

Mobile

Email

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed *(value in figures)*_____
[_____ *words*].
2. This Bank Guarantee shall be valid upto _____ *(validity date)*_.
3. We are liable to pay the guaranteed amount or any part thereof under

this Bank Guarantee only & only if we receive a written claim or demand on or before (Validity Date) ."

FORM OF COMPLETION CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 24.4 (Completion) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the *(insert brief description of the Facilities)*

we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereon from the date mentioned below :

1. Description of the Facilities or part thereof
2. Date of Completion :

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)

Various Forms

FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN ONE LOT BY (abbreviated name of the Employer). FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20.... by
..... a Company registered under the Companies Act, 1956/2013 (with amendment from time
to time)/Partnership firm/ proprietary concern having its Registered Office at.....(hereinafter called as
'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of
(insert name of the Employer)....., a Company incorporated under the Companies Act, 1956/2013 (with
amendment from time to time) having its Registered Office at(insert registered address of the Employer)
and its project at (hereinafter called ".....(abbreviated name of the Employer)....." which
expression shall include its successors and assigns):

WHEREAS(abbreviated name of the Employer)..... has awarded to the Contractor a Contract for.....
.....vide its Notification of Award/Contract No.....
dated..... and its Amendment No. (applicable when amendments have been issued)
(hereinafter called the "Contract") in terms of which(abbreviated name of
the Employer)..... 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(abbreviated name of the Employer)..... for the Equipment handed over to it
by(abbreviated name of the Employer)..... for the purpose of performance of the Contract/Erection
portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (amount in
words.....) handed over to the Contractor for the purpose of performance of
the Contract, the Contractor hereby undertakes to indemnify and shall keep(abbreviated name of
the Employer) indemnified,
for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as

per dispatch title documents 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 Equipments duly endorsed by **(abbreviated name of the Employer).....** 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 **(abbreviated name of the Employer).....**

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at **.....(abbreviated name of the Employer).....** 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 **.....(abbreviated name of the Employer).....**. The Contractor undertakes to keep **.....(abbreviated name of the Employer).....** 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 part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That **.....(abbreviated name of the Employer).....** is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employee or Employer's Representative in this regard. Further, **(abbreviated name of the Employer)** 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, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of **.....(abbreviated name of the Employer).....** 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 misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative 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 his own cost and/or shall pay the amount of loss to **.....(abbreviated name of the Employer).....** without any demur, reservation or protest. This is without prejudice to any other

right or remedy that may be available to(abbreviated name of the Employer)..... 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(abbreviated name of the Employer)....., 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 | | Value of the Equipment | Signature of the Attorney in token of receipt |
|--|----------|---|---------|------------------------|---|
| | | RR/GR No. date of lading | Carrier | | |
| | | | | | |

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.

For and on behalf of
M/s.....
....

WITNESS

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER IN INSTALLMENTS BY(abbreviated name of the Employer). FOR
PERFORMANCE OF ITS CONTRACT**

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20. by
..... a Company registered under the Companies Act, 1956/2013 (with
amendment from time to time)/Partnership firm/proprietary concern having its Registered
Office at.....(hereinafter called as 'Contractor' or 'Obligor' which
expression shall include its successors and permitted assigns) in favour of *(insert name of
the Employer).....*, a company incorporated under the Companies Act, 1956/2013 (with
amendment from time to time) having its Registered Office at *.....(insert registered address
of the Employer).....* and its project at (hereinafter called "*.....(abbreviated
name of the Employer).....*") which expression shall include its successors and assigns):

WHEREAS *.....(abbreviated name of the Employer).....* has awarded to the Contractor a
Contract forvide its Notification of Award/Contract No.
datedand Amendment No. (applicable when amendments have
been issued) (hereinafter called the "Contract") in terms of which *.....(abbreviated name of
the Employer).....* is required to handover various Equipment to the Contractor for
execution of the Contract.

AND WHEREAS by virtue of Clause No.....of the said Contract, the Contractor isrequired
to execute an Indemnity Bond in favour of *.....(abbreviated name of the Employer).....* for
the Equipment handed over to it by *.....(abbreviated name of the Employer).....* 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:

- I. That in consideration of various Equipments as mentioned in the Contract, valued at
(amount in words _____) 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 *(abbreviated name
of the Employer).....* indemnified, for the full value of Equipment. The Contractor
hereby acknowledges receipt of the initial installment of the equipment per details in
the schedule appended hereto. Further, the Contractor agrees to acknowledge
receipt

of the subsequent installments of the Equipment as required by *(abbreviated name of the Employer).....* 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 *.....(abbreviated name of the Employer).....* 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 *(abbreviated name of the Employer).....*

1. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at *.....(abbreviated name of the Employer).....* 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 *.....(abbreviated name of the Employer).....*. The Contractor undertakes to keep *.....(abbreviated name of the Employer).....* harmless against any loss or damage that may be caused to the Equipment.
2. 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 utilised 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 inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
3. That *.....(abbreviated name of the Employer).....* is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further, *(abbreviated name of the Employer)* 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, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of *.....(abbreviated name of the Employer).....* to return the equipment without any demur or reservation.

-
1. 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 misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative 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(abbreviated name of the Employer)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(abbreviated name of the Employer)..... against the Contractor under the Contract and under this Indemnity Bond.
 2. 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(abbreviated name of the Employer)....., 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 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 of the Equipment | Signature of the Attorney in token of receipt |
|--|----------|---|---------|------------------------|---|
| | | RR/GR No. date of lading | Carrier | | |
| | | | | | |

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

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.

FORM OF AUTHORISATION LETTER

Ref. No:

Date :

To M/s.....

.....

.....

REF.: Contract No. dated for
awarded by(insert name of the Employer).....

Dear Sir,

Kindly refer to Contract No. dated.....for
..... You are hereby authorised on behalf of (Name of Employer)
..... a company incorporated under the laws of Companies Act 1956/2013
(with amendment from time to time) and having its Registered Office at.....(registered
address of the Employer) and its Project at to take physical delivery of
materials/equipments covered under Dispatch Document/Consignment Note No.*
datedand as detailed in the enclosed schedule for the sole purpose of successful
performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of Project Authority)**

Designation.....

Date.....

Encl: As Above.

** To be signed not below the rank of Manager.

* Mention LR/RR No.

Schedule of Material/Equipment covered under Dispatch Title Document (RR No./LR No.
.....)

| Sl. No. | Contract Name | NOA No./ CA No. | Description of Materials/ Equipments | Spec. No. | Qty. | Value | Remarks |
|---------|---------------|-----------------|--------------------------------------|-----------|------|-------|---------|
| | | | | | | | |

(Signature of the Project Authority)

(Designation)

(Date)

FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s.(insert name of the Contractor)..... having our Principal place of business at having been awarded a Contract No. dated for (insert Package name along with name of the Project)..... by(insert name of the Employer)

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of..... (insert name of the Employer)..... The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien, or encumbrance over the aforesaid materials etc., in favour of any other person/institution(s)/Banks.

Dated :

Place :

FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: *[Name and address of the Employer]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated.....for
....., issued to you on behalf of M/s..... *(insert name of the Contractor)*
..... in respect of Contract No. dated for
(insert name of the Package along with the Project name)..... (hereinafter called
original Bank Guarantee).

At the request of M/s..... *(insert name of the Contractor)*, We
.....*(insert name & address of the issuing bank)*....., a Bank organized under the laws
of and having its Registered/Head Office at*(insert address of*
registered office of the bank) do hereby extend our liability under the above-
mentioned Guarantee No. Dated for a further period of
..... Years/Months from to expire on Except as provided above,
all other terms and conditions of the original Bank Guarantee No.
.....date
d
..... shall remain unaltered and binding.

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____

Mobile_____

Fax Number_____

Email _____

Common Seal of the Bank_____

Witness:Signature_____

Name_____

Address_____

Contact Number(s): Tel. _____

Mobile_____

Email _____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No. Package the bids for which have been invited by (insert name of the Employer along with address) (hereinafter called the 'Employer') to undertake the following acts :

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

It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

It is expressly understood that this Power of Attorney shall remain valid binding and irrevocable till completion of the Defect Liability Period in terms of the Contract.

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorised Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to

act on

behalf of the Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this day of under the Common Seal(s) of their Companies.

for and on behalf of the
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....
Name
Designation
Occupation

2. Signature.....
Name
Designation
Occupation

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this..... day of..... Two Thousand and..... bya company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.1" which expression shall include its successors, executors and permitted assigns) and M/s.....a company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s.. . . . a Company incorporated under the laws of and having its Registered Office at (hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award}] against the Specification No..... for (insert name of the package along with project name) of (insert names of the Employer), a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at (insert registered address of the Employer) (hereinafter called the "Employer").

WHEREAS the Party No.1, Party No.2 and Party No.3 have entered into an Agreement dated.....

AND WHEREAS the Employer invited bids as per the above-mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (insert name of the package along with project name)

AND WHEREAS Clause 10.2, Section 3 of Part 1 and Section 2 (Eligibility and qualification requirements) of Part-1 forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Section 2, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Section 2 and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Employer vide proposal

No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 10.2, Section 3 of Part 1 and Section 2 (Eligibility and qualification requirements) of Part-1, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Employer.
4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the 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 conditions of the Contract shall, however, not be limited in any way to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in

Appendix – I (to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Employer discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Parties to this Deed of Undertaking have through their authorised representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

Common Seal of
has been affixed in my/ our
presence pursuant to Board
of
Director's Resolution dated

For Lead Partner (Party No.-1)
For and on behalf of M/s
.....

Name

Designation

Signature

(Signature of the authorized
representative)

WITNESS :

I.

II.

Common Seal of

has been affixed in my/ our

presence pursuant to Board

of

Director's Resolution dated

For Party No.-2

For and on behalf of

M/s.....

(Signature of the authorized
representative)

Name

Designation

Signature

WITNESS :

I.

II.

Common Seal of

has been affixed in my/ our

presence pursuant to Board

of

Director's Resolution dated

For Party No.-3

For and on behalf of M/s.

.....

Name

Designation

(Signature of the authorized
representative)

Signature

WITNESS :

I.

II.

Note:

1. For the purpose of executing the Joint Deed of Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ (insert Name & Address of the Contractor) _____ who have submitted their bid to (insert name of the Employer) against their tender specification Vide ref. No. for (insert name of the package along with the project name) is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non-fund-based limits including for guarantees, L/C, and other credit facilities with us against which the extent of utilization as on date is also indicated below:

| Sl. No. | Type of Facility | Sanctioned Limit as on Date | Utilisation as on Date |
|---------|------------------|-----------------------------|------------------------|
| | | | |
| | | | |

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

FORM OF OPERATIONAL ACCEPTANCE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 24.4 (Completion) of the General Conditions of the Contract entered into between yourselves and the Employer dated relating to the

..... *(insert brief description of the Facilities)* we hereby notify you that the we System tests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below :

1. Description of the Facilities or part thereof
.....
2. Date of Operational Acceptance:

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defect warranty.

Very truly yours,

Title

(Project Manager)

FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN SIXTY DAYS OF AWARD OF CONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER WORTH RS. TWENTY ONLY]

SAFETY PLAN

THIS SAFETY PLAN is made this day of 20. by a Company registered under the Companies Act, 1956/2013 (with amendment from time to time)/Partnership firm/proprietary concern having its Registered Office at[to be modified suitably for JV Contractor] (hereinafter called as 'Contractor' which expression shall include its successors and permitted assigns) for approval of(insert name of the Employer)....., a company incorporated under the Companies Act, 1956/2013 (with amendment from time to time) having its Registered Office at(insert registered address of the Employer)..... for its Contract for(insert package name, project name along with Specification number of the Contract).....

WHEREAS(abbreviated name of the Employer) has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No.datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' along with certain documents to the Engineer In-Charge/Project Manager of the Employer within Sixty (60) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well-planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently throughout the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the shall be finalized in association with XXXX (Name of Employer) Engineer In-charge/Project Manager from time to time as required.
3. THAT the Contractor has prepared the safe work procedure for each activity i.e.

foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site, which is enclosed at Annexure – 1A (SP) for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager, the approved copies will be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at **Annexure – 1B (SP)** for approval of Engineer In-charge/Project Manager.

4. THAT the Contractor shall ensure while executing works that they will deploy minimum 25% of their own experienced work force who are on the permanent roll of the company and balance 75% can be a suitable mix with the hired gangs / local workers / casual workers if required. The above balance 75% work force should be provided with at least 10 days training by the construction agencies at sites and shall be issued with a certificate. No worker shall be engaged without a valid certificate. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the Contractor that certified workers fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperienced workers / unskilled workers should not be deployed for skilled job.
5. THAT the Contractor's Gang leader / Supervisor / Senior most member available at every construction site shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to XXXX(Name of Employer) site In-charge for his review and record.
6. THAT the Contractor shall ensure that working Gangs at site should not be left at the discretion of their Gang Leaders who are generally hired and having little knowledge about safety. Gang leader should be experienced and well versed with the safe working procedures applicable for transmission line/ Sub Station works. In case gang is having Gang leader not on permanent roll of the company then additional Supervisor from company's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions upto the grass root level in healthy spirits. Contractor has to ensure close supervision while executing critical locations of transmission lines /sub stations and ensures that all safety instructions are in place and are being followed.

7. THAT the Contractor shall maintain in healthy and working condition all kind of Equipments / Machineries / Lifting tools / Lifting tackles / Lifting gears / All kind of Ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule 1998 or latest, Factories Act 1948 or latest, Indian Electricity Act 2003 before start of the project. 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 In-charge/Project Manager or by the person authorised by him. The Contractor has to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wirerope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools / Lifting Tackles / Lifting Gears etc. / All types of ropes and Slings which are subject to safe working load is enclosed at **Annexure – 2 (SP)** for review and approval of Engineer In-charge/Project Manager.

8. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment (PPE) conforming to Indian / International standards and provide these equipment to every workman at site as per need and to the satisfaction of Engineer-in-charge/Project Manager of **XXXX (Name of the Employer)**. The Contractor's Site Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site. The Contractor shall also ensure that Industrial Safety helmets are being used by all workmen at site irrespective of their working (at height or on ground). The Contractor shall further ensure use of safety shoes by all ground level workers and canvas shoes for all workers working at height, Rubber Gum Boots for workers working in rainy season and concreting job, Use of Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminum alloy etc. and having features of automatic locking arrangement of snap hook, by all workers working at height for more than three meters and also for horizontal movement on tower shall be ensured by Contractor. The Contractor shall not use ordinary half body safety harness at site. The Contractor has to ensure use of Retractable type fall arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., Use of Mobile fall arrestor for ascending / descending from tower by all workers. The Contractor has to provide cotton / leather hand gloves as per requirement, Electrical Resistance Hand gloves for operating electrical installations / switches, Face shield for protecting eyes while doing welding works and Dust masks to workers as per requirement. The Contractor will have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that

day and also their Salary be deducted for that day. XXXX (Name of the Employer) may issue warning letter to Project Manager of Contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at **Annexure – 3 (SP)** for review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from **XXXX (Name of the Employer)** supervisory staff before being distributed to workers. The Contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by **XXXX (Name of the Employer)** supervisory staff before its usage.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager.

9. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are – 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and Contractor to ensures to maintained them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at Annexure – 4 (SP) for review and acceptance of Engineer In-Charge/ Project Manager prior to execution of work.

10. THAT the Contractor shall provide communication facilities i.e., Walkie – Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as per requirement.
11. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/Statutory Authorities.

THAT 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 qualified safety officer having diploma in safety to supervise safety aspects of the equipment and workmen who will coordinate with Engineer In- charge /Project Manager/Safety Coordinator of the Employer. In case of work being carried out through sub-Contractors the sub – Contractor's workmen / employees will also be considered as the Contractor's employees / workmen for the above purpose. If the number of workers are less than 250 then one qualified safety officer is to be deployed

for each contract. He will report directly to his head of organization and not the Project Manager of Contractor. He shall also not be assigned any other work except assigning the work of safety. The curriculum vitae of such person shall be got cleared from **XXXX (Name of the Employer)** Project Manager / Construction staff.

The name and address of such safety officers of Contractor will be promptly informed in writing to Engineer In-charge with a copy to safety officer - In-charge before start of work or immediately after any change of the incumbent is made during the currency of the contract. The list is enclosed at **Annexure – 5A (SP)**.

THAT the Contractor has also prepared a list including details of Explosive Operator (if required), Safety officer / Safety supervisor / nominated person for safety for each erection / stringing gang, list of personnel trained in First Aid Techniques as well as copy of organisation structure of the Contractor in regard to safety. The list is enclosed at **Annexure – 5B (SP)**.

12. The Project Manager 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 equipment. 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 shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.
13. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / **XXXX (Name of the Employer)** Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other Contractor or public or the work is being carried out in an unsafe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/- per incident per day till the instructions are complied with, and as certified by Engineer / Supervisor of Employer at site. The work will remain suspended and no activity will take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.
14. THAT, if the investigation committee of Employer observes any accident or the Engineer In-charge/Project Manager of the Employer based on the report of the Engineer/Supervisor of the Employer at site observes any failure on the Contractor's part to comply with safety requirement / safety rules/ safety standards/ safety instruction as prescribed by the Employer or as prescribed under the applicable law for the safety of the equipment, plant and personnel

and the Contractor does not take adequate steps to prevent hazardous conditions which may cause injury to its own Contractor's employees or employee of any other Contractors or Employer or any other person at site or adjacent thereto, or public involvement because of the Contractor's negligence of safety norms, the Contractor shall be liable to pay a compensation of Rs. 10,00,000/- (Rupees Ten Lakh only) per person affected causing death and Rs. 1,00,000/- (Rupees One Lakh only) per person for serious injuries / 25% or more permanent disability to the Employer for further disbursement to the deceased family/ Injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923 or latest. The above stipulations is in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

15. THAT the Contractor shall submit Near-Miss-Accident report along with action plan for avoidance such incidence /accidents to Engineer – In-charge/ Project Manager. Contractor shall also submit Monthly Safety Activities report to Engineer – In-charge/ Project Manager and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.
16. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at Annexure – 6 (SP) and ensure that the safety Policy and safety documents are implemented in healthy spirit.
17. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Rule 1998 or latest / **XXXX (Name of the Employer)** Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and not at camp and ensures that trained persons in First Aid Techniques with each gang before execution of work.
18. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at **Annexure – 7 (SP)** for approval of the Engineer In-Charge/ Project Manager before start of work.
19. THAT the Contractor shall organise Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. for their own employees including sub-

Contractor workers on regular basis.

The Contractor, therefore, submits copy of the module of training program, enclosed at **Annexure – 9 (SP)**, to Engineer In-charge/Project Manager for its acceptance and approval and records maintained.

20. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at **Annexure – 8 (SP)**, by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report will be forwarded to the Employer's Engineer In-charge / Site In-charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipment (PPEs) shall be checked individually by safety officer of Contractor and issue a certificate of its healthiness or rejection of faulty PPEs and Contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed in the presence of **XXXX (Name of the Employer)** construction staff. Contractor has to ensure that each gang be safety audited at least once in two months. During safety audit by the Contractor, Safety officer's feedback from **XXXX (Name of the Employer)** concerned shall be taken and recorded. The Employer's site officials shall also conduct safety audit at their own from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards.
21. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.
22. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp.
23. THAT the Contractor shall do health checkup of all workers from competent agencies and reports will be submitted to Engineer In-Charge within fifteen (15) days of health checkup of workers as per statutory requirement.
24. THAT the Contractor shall submit information along with documentary evidences regarding compliance to various statutory requirements as applicable which are enclosed at Annexure – 10A (SP).

The Contractor shall also submit details of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at **Annexure – 10B (SP)**.

25. THAT a checklist in respect of aforesaid enclosures along with the Contractor's remarks, wherever required, is attached as Annexure – Check List herewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager within fourteen (14) days of receipt of review/comments and on final approval of the Engineer In-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'. Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In-Charge/Project Manager.

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.

For and on behalf of

M/s.....

WITNESS

1. Signature.....

Signature.....

Name.....

Name.....

Address.....

Address.....

2. Signature.....

Authorised representative

Name.....

(Common Seal)

Address.....

(In case of Company)

Note:

All the annexure referred to in this "Safety Plan" are required to be enclosed by the Contractor as per the attached " Check List "

1. Safety Plan is 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 such contract documents etc., (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 this Safety Plan.
2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ will be the nodal Officers for communication.

CHECK LIST FOR SEFETY PLAN

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|--|--|---------|
| 1. | Annexure – 1A (SP) Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. to be executed at site. | Yes/No | |
| 2. | Annexure – 1B (SP) Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. | Yes/No | |
| 3. | Annexure – 2 (SP) List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, comealong clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates. | Yes/No | |
| 4. | Annexure – 3 (SP) List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: <hr/> A. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and back stay arrangement. B. Safety shoes without steel toe to all ground level workers and canvas shoes for | Yes/No | |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|--|---|---------|
| | <p>workers working on tower.</p> <hr/> <p>C. Rubber Gum Boot to workers working in rainy season / concreting job.</p> <p>D. Twin lanyard Full Body Safety harness with shock absorber and leg strap arrangement for all workers working at height for more than three meters. Safety Harness should be with attachments of light weight such as of aluminum alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards.</p> <p>E. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.)</p> <p>F. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc.</p> <p>G. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site.</p> <p>H. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770</p> <p>I. Dust masks to workers handling cement as per requirement.</p> <p>J. Face shield for welder and Grinders. IS : 1179 / IS : 2553</p> <p>K. Other PPEs, if any, as per requirement etc.</p> | | |
| 5. | <p>Annexure – 4 (SP)</p> <p>List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for</p> | Yes/No | |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|---|--|---------|
| | earthing equipment are – (855, 1230, 1235 etc.)gang wise for stringing activity/as per requirement | | |
| 6. | Annexure – 5A (SP) List of Qualified Safety Officer(s) along with their contact details | Yes/No | |
| 7. | Annexure – 5B (SP) Details of Explosive Operator (if required), Safety officer / Safety supervisor for every erection / stringing gang, any other person nominated for safety, list of personnel trained in First Aid as well as brief information about safety set up by the Contractor along with copy of organisation of the Contractor in regard to safety | Yes/No | |
| 8. | Annexure – 6 (SP) Copy of Safety Policy/ Safety Document of the Contractor's company | Yes/No | |
| 9. | Annexure – 7 (SP) ‘Emergency Preparedness Plan’ for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. | Yes/No | |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|---|---|---------|
| 10. | Annexure – 8 (SP) Safety Audit Check Lists (Formats to be enclosed) | Yes/No | |
| 11. | Annexure – 9 (SP) Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and sub-Contractor employees. | Yes/No | |
| 12. | Annexure – 10A (SP) Information along with documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following: | | |
| (i) | Electricity Act 2003 _____ – [Name of Documentary evidence in support of compliance] | Yes/No | |
| (ii) | Factories Act 1948 or latest _____ – [Name of Documentary evidence in support of compliance] | Yes/No | |
| (iii) | Building & other construction workers (Regulation of Employment and Conditions of | Yes/No | |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|---|---|---------|
| | <p>Services Act and Central Act 1996 or latest) and Welfare Cess Act 1996 or latest with Rules.</p> <p>_____</p> <p>– [Name of Documentary evidence in support of compliance]</p> | | |
| (iv) | <p>Workmen Compensation Act 1923 or latest and Rules.</p> <p>_____</p> <p>– [Name of Documentary evidence in support of compliance]</p> | Yes/No | _____ |
| (v) | <p>Public Insurance Liabilities Act 1991 or latest and Rules.</p> <p>_____</p> <p>– [Name of Documentary evidence in support of compliance]</p> | Yes/No | _____ |
| (vi) | <p>Indian Explosive Act 1948 or latest and Rules.</p> <p>_____</p> <p>– [Name of Documentary evidence in support of compliance]</p> | Yes/No | _____ |
| (vii) | <p>Indian Petroleum Act 1934 or latest and Rules.</p> <p>_____</p> | Yes/No | _____ |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|--------|--|---|---------|
| | <p>— [Name of Documentary evidence in support of compliance]</p> | | |
| (viii) | <p>License under the contract Labour (Regulation & Abolition) Act 1970 or latest and Rules.</p> <p>— [Name of Documentary evidence in support of compliance]</p> | Yes/No | |
| (ix) | <p>Indian Electricity Rule 2003 and amendments if any, from time to time.</p> <p>— [Name of Documentary evidence in support of compliance]</p> | Yes/No | |
| (x) | <p>The Environment (Protection) Act 1986 or latest and Rules.</p> <p>— [Name of Documentary evidence in support of compliance]</p> | Yes/No | |
| (xi) | <p>Child Labour (Prohibition & Regulation) Act 1986 or latest.</p> <p>—</p> | Yes/No | |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|--------|--|--|---------|
| | [Name of Documentary evidence in support of compliance] | | |
| (xii) | National Building Code of India 2005 or latest (NBC 2005). _____ – [Name of Documentary evidence in support of compliance] | Yes/No | _____ |
| (xiii) | Indian standards for construction of Low/Medium/ High/ Extra _____ – [Name of Documentary evidence in support of compliance] | Yes/No | _____ |
| (iv) | Any other statutory requirement(s) [please specify] _____ – [Name of Documentary evidence in support of compliance] | Yes/No | _____ |
| 13. | Annexure – 10B (SP) Details of Insurance Policies along with documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below: | _____ | _____ |
| (i) | Under Workmen Compensation Act 1923 or latest and Rules. | Yes/No | _____ |

| S. N. | Details of Enclosure | Status of Submission of information/ documents | Remarks |
|-------|---|---|---------|
| | <hr/> – <i>[Name of Documentary evidence in support of insurance taken]</i> | | |
| (ii) | Public Insurance Liabilities Act 1991 or latest <hr/> – <i>[Name of Documentary evidence in support of insurance taken]</i> | Yes/No | <hr/> |
| (iii) | Any Other Insurance Policies <hr/> – <i>[Name of Documentary evidence in support of insurance taken]</i> | Yes/No | <hr/> |

FORM OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR ALONGWITH THE CONTRACTOR

THIS DEED OF UNDERTAKING executed this day of
Two Thousand and by M/s , a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “**Sub-Contractor**” which expression shall include its successors, executors and permitted assigns), and M/s , a Company incorporated under the laws of having its Registered Office at (hereinafter called the “**Bidder**”/”**Contractor**” which expression shall include its successors, executors and permitted assigns) in favour of **XXXX (Name of the Employer)** a Company incorporated under the Companies Act of 1956/2013 (with amendment from time to time) having its registered office at **XXXX (Registered Address of the Employer)** (hereinafter called the “**Employer**” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per its Specification No...for **SI** works of including installation of Sub-stations, lines, bays, DTs and providing service connections etc.

AND WHEREAS Clause No., Section, of, Part...forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Sub-Contractor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely execution of **SI works** in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated based on tie-up with the **Sub-Contractor** for execution of aforesaid **SI works**.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the “Contract”) we, the **Sub-Contractor** and the Contractor do hereby declare that we shall be jointly and severally bound unto the **XXXX (Name of the Employer)**, for **execution of SI works** in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the **Sub-Contractor** hereby agrees to depute their

representatives from time to time to the Employer's Project site as mutually considered necessary by the Employer, Contractor and the **Sub-Contractor** to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of **SI works** in accordance with Contract Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material fully meeting the performance guaranteed as per Bid Specification in terms of the contract. We the **Sub-Contractor** and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in **xxxxx** (Headquarter of Employer) shall have exclusive jurisdiction in all matters arising under the Undertaking.

4.0 We, the Bidder/Contractor and **Sub-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 Employer discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the **Sub-Contractor** and/or the Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For **Sub-Contractor**)

Signature

(Signature of the
authorized representative)

Name

Office Address

Name

Common Seal of Company
.....

WITNESS

(For Bidder)

Signature

Name (Signature of the authorized representative)

Office Address

Name

Common Seal of Company
.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted along with the bid.
4. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.

**FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR (as per clause ref.
no. 2 of Section 2 of Part 1))**

(Rupees in Lakhs)

| S. No. | Financial parameters | {Year} | {Year} | {Year} | {Year} | {Year} |
|-----------|---|--------|--------|--------|--------|--------|
| 1. | Net Worth | | | | | |
| a) | Paid up Capital | | | | | |
| b) | Free Reserves and Surplus* | | | | | |
| c) | Misc. expenses to the extent not written off | | | | | |
| | Net Worth (a+b-c) | | | | | |
| | | | | | | |
| 2. | Annual Turnover ** | | | | | |
| | | | | | | |
| 3. | Liquid Asset (Total Current Asset – Inventories) | | | | | |

* Free Reserve and Surplus should be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding non-recurring income, i.e., sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditors report and Notesto Accounts etc.

Date

Certified By

Place

(Chartered Accountants)

Membership No.

Seal