

**BID DOCUMENT FOR**

**RURAL ELECTRIFICATION WORKS OF 151 HOUSEHOLDS OF**

**07 NOS. VILLAGES OF ODISHA UNDER STANDALONE SYSTEM**

**UNDER SETU and others Details of tender call**

**Tender Call Notice No: 1560 Date: 20.05.2023**

Date of publication of RFP on E-procurement website and OREDA website	20.05.2023
Due date and time for receipt of pre-bid queries on the RFP	26.05.2023
Date & time of pre-bid meeting through online mode only. Meeting Invite link of Google meet platform: <a href="https://meet.google.com/eus-sxpj-add">https://meet.google.com/eus-sxpj-add</a>	30.05.2023 at 11:30 AM
Due date & time of last submission of online copies of Techno-Commercial Bid and Price Bid	16.05.2023 at 01.00 PM
Date and time of last submission of hard copy of Techno Commercial Bid for Selected Bid forms only.	17.06.2023 at 3:00 PM
Due date and time for opening of Techno-Commercial bid for both online copies and hard copies, except Price Bid	21.06.2023 at 03:30 PM
Date of opening of the price bid	To be informed later to the technically qualified bidders.

**S-3/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010**

**Phone: (0674) 2588260, 2586398, 2580554, Fax:2586368**

**Website: [www.oredaorissa.com](http://www.oredaorissa.com) Email: [ceoreda@oredaorissa.com](mailto:ceoreda@oredaorissa.com)**

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**SECTION – I**  
**INVITATION FOR BIDS (IFB)**

## INVITATION FOR BIDS (IFB)

**Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SAUBHAGYA& SETU**

**(DOMESTIC COMPETITIVE BIDDING)**

**(SINGLE STAGE TWO ENVELOPE BIDDING)**

DATE OF ISSUANCE OF IFB:

FUNDING : DOMESTIC

1.0 This invitation for bids follows the procurement notice (Invitation for Bids) for the subject work(s) which appeared in National and Regional Newspapers on. This shall also be available on OREDA website.

“OREDA” have been entrusted to execute the Project i.e. **Rural Electrification works of 151 Households of 07 nos. villages of Odisha through Stand alone solar System under Central Special Assistance & SETU scheme**. The execution of the project shall be funded out of the proceeds of financial assistance to be received by Government of **Odisha** and the ownership of the project shall remain vested with Government of **Odisha**. The project shall be executed by **OREDA** on turnkey basis and all eligible payment under the project shall be made from the proceeds of financial assistance to be received by Government of Odisha. For the purpose of all procurement activities related to the aforesaid project, **OREDA** shall be referred to as ‘Employer’ and Government of Odisha “the Owner”.

2.0 This Invitation for Bids extended through media, website or written communication or by any other means, and issuance of Bidding Documents as per para 7.0 below shall not be construed to mean that the prospective bidders to whom the Invitation for Bids has been extended and/or Bidding Documents have been issued is deemed to be an eligible bidder. The eligibility of the bidders shall be determined as per the provisions of Bidding Documents.

3.0 This Specification covers the following scope of works:

The scope of work under the subject work includes site survey, planning, design, engineering, assembly manufacturing, testing, supply, loading, transportation, unloading, insurance, delivery at site, handling, storage, installation, testing, commissioning and documentation of all items/material required to complete the Electrification works in 151 households of 02nos. districts *which inter-alia include installation of Solar PV standalone system and providing service connection with house wiring all enlisted consumers in the villages.*

The above scope of work is indicative and the detailed scope of work is given in the Bidding Documents.

- 3.1 The completion period for **Rural Electrification works of 151 Households of 07 nos. Villages of Odisha under Standalone System in under under Central Special Assistance & SETU scheme** shall be 90 days from the date of issue of work order.
- 3.2 Bidding will be conducted through the domestic competitive bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract.
- 4.0 The detailed Qualifying Requirements (QR) are given in the Bidding Document.
- 5.0 The complete Bidding Documents including tender drawings and technical specifications are available at OREDA website <http://www.oredaorissa.com> and e-tender portal [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA). Bidders can download the Bidding Documents and commence preparation of bids to gain time.
- 6.0 Interested eligible bidders may obtain further information if any from OREDA on all working days till the sale of Bidding Documents is open as per para 7.0 below.
- 7.0 Interested Bidders will be required to download the Bidding Documents from e-Portal [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) (for submission of bid).

Bid documents can be downloaded online free of charge. The bidder shall submit the bids along with payment of tender fee of Rs. 10,500/-. The acceptance of price bid/commercial bid shall be subjected to acceptance of documents fee.

The Bidding Documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any other party or reproduced or used otherwise for any purpose other than for which they are specifically issued.

8.0 A pre-bid meeting will be held at the OREDA Conference hall to clarify the bidders various issues raised in accordance with clause 6.4 of ITB.

9.0 e-bidding procedures will be followed for both technical and price bids.

9.1 Bids must be uploaded on [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) by the schedule mentioned in tender schedule. The hard copies of all uploaded documents along with a print out of technocommercial bids, Bank draft/ BG towards Bid security, Bank draft towards tender cost. The Techno Commercial bid shall be opened on schedule mentioned in tender schedule in the presence of the bidders' representatives who choose to attend in person at the address below. Price Bids shall be opened in the presence of the bidders' representatives who choose to attend at the time and date at the address given in the intimation for opening of Price bids in accordance with Clause 25 of ITB.

10.0 OREDA reserves the right to cancel/withdraw this invitation for bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

11.0 All correspondence with regard to the above shall be to the following address.

Chief Executive, OREDA

S-3/59, MANCHESWAR INDUSTRIAL ESTATE,  
BHUBANESWAR-751010

Phone: (0674) 2588260, 2586398, 2580554, Fax:2586368

Website: [www.oredaorissa.com](http://www.oredaorissa.com)

Email: ceoreda@oredaorissa.com

**SALIENT FEATURES OF THE TENDER**

SL. NO.	DESCRIPTION	SCHEDULE
1	Cost of Tender document	<b>10,500/-</b> to be paid in shape of DD drawn in favour Chief Executive, OREDA payable at Bhubaneswar
2	Estimated Cost of Tender	<b>Rs. 75,50,000/-</b> *
3	Bid security in INR	<b>75,500</b> /-to be paid either in shape of DD drawn in favour Executive, OREDA payable at Bhubaneswar or BG in prescribed format.
4	Tender processing fee	<b>5,750/-</b> to K.S.E.D.C. Ltd, Bangalore on e-payment mode only. <b>NOTE: For tender processing fee the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).</b>

**\* The Estimated Cost indicated above includes Design, Supply, Installation and Comprehensive Maintenance for 5 years excluding Tax.**

**SECTION – II**

**INSTRUCTION TO BIDDERS**

**(ITB)**

## **Preamble**

This part, Instruction to Bidders (ITB), Section II of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award. ITB Section II contains provisions that are to be used unchanged unless part Special Condition of Contract, Section V, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in ITB Section II and that are specific to each procurement, states otherwise. If there is a conflict between the provisions of ITB Section – II & Special Condition of Contract Section – V, the provisions of Special Condition of Contract, Section – V shall prevail.

However, provisions governing the performance of the Contractor, payments under the contract or matters affecting the risks, rights and obligations of the parties under the contract are not included in this section but instead under Section – IV: General Conditions of Contract and/or Section – V: Special Conditions of Contract.

Further in all matters arising out of the provisions of this Section – II and the Section–III of the Bidding Documents, the laws of the Union of India shall be the governing laws and the high court of Odisha shall have exclusive jurisdiction.

### **(A) Introduction**

#### **1.0 General Instructions**

**1.1** OREDA (implementer of the project on behalf of Govt. Of Odisha) hereinafter called 'Employer' will receive bids in respect of equipment to be furnished and erected as set-forth in the accompanying Specifications. In case where CPSU has not been appointed, the Owner and Employer shall remain the same. All bids shall be prepared and submitted by bidders in accordance with these instructions.

**1.2** Source of funds: The Owner named in the Bidding Documents intends to use the financial assistance from Govt. Of Odisha for implementation of the project.

**1.2.1** All the payments under the contract for the work for which this invitation for Bids is issued shall be made by the Employer {who is also named as Project Implementing Agency (PIA) by Govt.of Odisha

**1.3** For the purpose of implementation of subject work, OREDA shall be referred as Employer and the State Government of concerned state where the works are to be executed shall be referred as "The Owner".

#### **2.0 Eligibility of Bidder:**

**2.1** This Invitation for Bids, issued by Employer is open to all firms including company (ies), Government Owned Enterprises registered and incorporated in India as per Company Act, 1956/2013 (with amendment from time to time) barring Government department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

**2.2** A Bidder shall not have a conflict of interest. Any Bidders found to be have a conflict of interest shall be disqualified. The bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:



- 2.2.1 They have a controlling partner in common,
- 2.2.2 They receive or have received any direct or indirect subsidy from any of them; or
- 2.2.3 They have the same legal representative for purpose of this bid; or
- 2.2.4 They have a relationship with each other, directly or through common third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- 2.2.5 A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all such bids. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid; or
- 2.2.6 A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the materials and services/works that are subject of the bid, or
- 2.2.7 The Bidder directly or indirectly shall not be a dependent agency of the Employer.
- 2.2.8 A prequalification process will be conducted prior to the bidding process or conducted during process of the bidding; this bidding is open only to prequalified Bidders.

2.3 This bidding is open to all qualified bidders as per given Pre-qualification Requirements and who provides satisfactory evidence concerning the following that he:

- 2.3.1 Does not anticipate change in the ownership during the proposed period of work (if such a change is anticipated, the scope and effect thereof shall be defined);
- 2.3.2 Has adequate financial stability and status to meet the financial obligation pursuant to the scope of the works (the Bidders should submit at least 2 copies of their audited profit and loss account and balance sheet for the last five years);
- 2.3.3 Has adequate field services organisation to provide the necessary field erection and management services required to successfully erect, test and commission the equipment as required by the Specifications and Documents; and
- 2.3.4 Has established quality assurance systems and organisation designed to achieve high levels of equipment reliability, both during his manufacturing and field installation activities.

2.4 The above stated requirements are a minimum and Employer reserves the right to request for any additional information and also 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.

### **3.0 Eligible Plant: Equipment and Services**

**3.1** 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.

- 3.2** All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in our country only.

#### **4.0 Cost of Bidding**

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

#### **(B) The Bidding Documents**

##### **5.0 Contents of bidding documents:**

- 5.1** The goods and services required, bidding procedures and Contract terms are prescribed in the Bidding Document. The Bidding Document is a compilation of the following and shall include amendments, if any, thereto:

- |              |   |
|--------------|---|
| Section I:   | Invitation for Bid (Section - IFB)      |
| Section II:  | Instructions to Bidders (Section – ITB) |
| Section III: | Bid Data sheets (BDS)                   |
| Section IV:  | General Conditions of Contract (GCC)    |
| Section V:   | Special Conditions of Contract (SCC)    |
| Section VI:  | Sample Forms and Procedures (FP)        |
- 
- |      |   |
|------|---|
| 1.   | Bid Form & Price Schedule   |
| 1.1  | Bid Form  |
| 1.2  | Price Schedule  |
| 2.   | Bid Security Form   |
| 3.   | Form of Notification by the Employer to the Bank                                    |
| 3.a  | Applicable for forfeiture of Bank Guarantee   |
| 3.b  | Applicable for conditional claim pending extension of Bank Guarantee by the bidder. |
| 4.   | Form of 'Notification of Award of Contract'   |
| 4(a) | Form of 'Notification of Award of Contract' for Supply of Plant and equipment       |

- 4(b) Form of 'Notification of Award of Contract' for Installation of Plant and equipment
- 5. Form of Contract Agreement
  - Alternative A
  - Alternative B
- 5.1 Appendix-1: Terms and Procedures of Payment:
- 5.2 Appendix-2: Price Adjustment
- 5.3 Appendix-3: Insurance Requirements
- 5.4 Appendix-4: Time Schedule
- 5.5 Appendix-5: List of Approved Subcontractors
- 5.6 Appendix-6: Scope of Works and Supply by the Employer
- 5.7 Appendix-7: List of Document for Approval or Review
- 5.8 Appendix-8: Guarantees, Liquidated Damages for Non-Performance
- 6. Performance Security Form
- 7. Bank Guarantee Form for Advance Payment
- 8. Form of Taking over Certificate
- 9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract.
- 10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalment by Employer for performance of its contract.
- 11. Form of Authorisation Letter
- 12. Form of Trust Receipt for Plant, Equipment and Materials received
- 13. Form of Extension of Bank Guarantee
- 14. Form of Power of Attorney for Joint Venture
- 15. Form of Undertaking by the Joint Venture Partners
- 16. Format for Evidence of Access to or Availability of Credit/ Facilities
- 17. Form of Operational Acceptance
- 18. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract

19. Form of joint deed of undertaking by the Sub-contractor along with the bidder /contractor
20. Form of Certificate of Financial Parameters for QR

Section VII: Scope of Works

Section-VIII: Bid Forms

Section-IX: Technical Specifications

Price Schedules (to be uploaded in e-tender website)

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

#### **6.0 Clarifications on Bid Documents; and Pre-Bid Meeting:**

**6.1** If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Employer at his mailing address indicated in Bidding Documents. Similarly, if a Bidder feels that any important provisions in the documents, such as Governing laws, Taxes and Duties, Defect Liability, Limitation of Liability, Settlement of Disputes, Arbitration, Form of Contact Agreement, Price Adjustment, Bid Guarantees, Contract

Performance Guarantee, Compensation for Delay, Payments Terms, Schedule of Execution/Completion of works, will be unacceptable, such an issue should be raised as above. Employer, then, will issue interpretation(s) and clarification(s) as he may think fit in writing or modification of the Bidding Documents that it receives no later than two (2) days from the prebid meeting prior to original deadlines prescribed for submission of bids by Employer. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, mere request for clarification received from the Bidder shall not be a ground for seeking extension in the deadline for submission of bids. Written copies of Employer's response (including an explanation of the query but not identification of its source) will be sent to all prospective bidders that have received the Bidding Documents / uploaded to the e-portal under amendment or addendum.

**6.2** Verbal clarification and information given by Employer or his employee(s) or his representative(s) shall not in any way be binding on Employer.

**6.3** LOCAL CONDITIONS: It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. Employer shall not entertain any request for clarifications from the Bidders, regarding such local conditions. It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be

entertained by Employer. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Employer, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

- 6.4** The bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time specified in the Bidding Documents. The purpose of the meeting shall be to clarify any issue regarding the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible to submit any question in writing, to reach the Employer not later than one week before the meeting. Minutes of the Meeting, including the text of the questions raised (without identifying the name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without any delay to all the purchasers of the Bidding Documents.
- 6.5** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **7.0 Amendment to Bidding Document**

- 7.1** At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).
- 7.2** The amendment will be uploaded in e-portal (where tender is already uploaded) or notified by email to all prospective Bidders, Bidders are required to regularly check / visit the web-portal for e-procurement and to immediately acknowledge receipt of any such amendments, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The Employer will bear no responsibility or liability arising out of nonreceipt of the same in time or otherwise.
- 7.3** In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bid, in such cases, the Employer shall notify / upload amended / extended deadline on web-portal for e-procurement and website of the employer.
- 7.4** All notifications and clarifications also be uploaded by Employer on his web portal / tender portal.
- 7.5** Such amendments, clarifications, etc, shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

## **(C) Preparation of Bids**

### **8.0 Language of Bid**

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder and Employer shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as

accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

**9.0 Documents Comprising the Bid**

**9.1** The bidding shall be e-tendering basis. By the due date of submission of bids, bids shall be uploaded by the bidders as per procedure of bidding. Under this procedure, the bid submitted by the Bidder in one envelope – Bid Envelope (also referred to as Techno - Commercial Part). The Bid envelop shall be submitted by bidders at notified date and time in hard copies as well as on uploaded on e-tendering portal. Price bid in form of Price schedule shall be uploaded by bidder on schedule date and time of submission of bids. It shall be opened, in presence of eligible bidders on notified date, time and venue.

The techno-commercial part as well as the price bid in the prescribed formats shall be uploaded by the bidder on web portal on which the NIT is floated on or before the due date of submission. The bidders are also required to submit the hard copies of the techno-commercial bid uploaded on the website. Clearly mark the page No. and the total page for example (P-1 of 15) on the right bottom corner of each page. All the pages of techno-commercial part of bid must be stitched together to prevent any loss/misplacement of the pages. The hard copies of the techno-commercial part of the bid document as uploaded on the website should be put in a sealed envelope and marked "Uploaded techno-commercial part of Bid". The bank draft/Bank guarantee for the bid security amount should be put in a separate sealed envelope and marked "Bid Security".

The bank draft towards tender cost should also be put in a separate sealed envelope and marked "Tender Cost". All the above 3 sealed envelope shall be put in one large, sealed envelope addressed to the Employer and shall be put in the tender box kept in the conference of OREDA.

The online tender document of only those bidders will be opened whose above envelop comprises of hard copy of techno-commercial bid, bid security and cost of tender cost.

The price schedule shall be uploaded by the bidder on web portal on which the NIT is floated on due date and time for submission of bids. The locked price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. The price breakup shall be uploaded by bidders on-line on web portal on due date of submission of bids. The price bids shall be locked and opened on notified date and time pertains to technically and commercially cleared bidders only in presence of participating bidders. Due intimation shall be given to technically and commercially cleared bidders about date and time of opening of on-line bids. The bids shall comprise of the following documents:

**9.2** Alternative bids shall not be accepted,

**9.3** Each Bidder shall submit with its Techno - Commercial Part (Bid Envelope) the following attachments:

- a. Attachment 1: Bid Security (If required): A bid security in sealed separate Packet shall be furnished in accordance with ITB Clause 13 & ITB Clause 16.
- b. Attachment 2: Power of Attorney: A power of attorney, duly notarized, indicating that the person(s) signing the bid has (ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

- c. Attachment 3: Bidder's Eligibility and Qualifications: In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with Annexure – A (BDS), if its bid is accepted.

The documentary evidence of the Bidder's eligibility to bid shall establish to the Employer's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined in ITB Clause 2.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Annexure – A (BDS) and shall also include 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 I. In the event the Bidder is not able to furnish the above 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 sheet, income statement, 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 a (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

Note II. 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: I above certifying that these information/documents are based on audited accounts, as the case may be.]

Unless otherwise mentioned in BDS, bids submitted by a joint venture having not more than three partners with one partner as lead partner, if allowed as per stipulated Qualification Requirements in Annexure-A (BDS), shall comply with the following requirements:

- i. The bid shall include all the information required for Attachment 3 as described above for each joint venture partner.
- ii. The bid shall be signed so as to be legally binding on all partners.
- iii. One of the partners responsible for performing a key component of the contract shall be designated as leader; this authorization shall be evidenced

by submitting with the bid a power of attorney signed by legally authorized signatories as per Form-14 of Section-VI (Sample Forms and Procedures).

- iv. The leader shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader.
- v. All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Form-15 of Section-VI (Sample Forms and Procedures), including interalia delineation of responsibilities and obligations of each partners appended thereto, notwithstanding the joint and several liability.
- vii. The joint venture agreement should precisely indicate the responsibility of all members of JV in respect of planning, design, manufacturing, supply, installation, commissioning and training.
- viii. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the Employer; and
- ix. In order for a joint venture to qualify, each of its partners or combination of partners must meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed Annexure-A (BDS) for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the joint venture bid.
- x. A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.
- xi. In the case of a Bidder who offers to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per proforma in attachment 8 to supply and/or install that item in the Employer's country; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 and meets the minimum criteria listed for an individual Bidder for that item.



- d. Attachment 4: Eligibility and Conformity of the Facilities- Documentary evidence established in accordance with ITB Clause 3 that the facilities offered by the Bidder in its bid are eligible and conform to the Bidding Documents.

The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.

- e. Attachment 5: Subcontractors Proposed by the Bidder: The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders are free to list more than one Subcontractor against each item of the facilities. Their participation should be confirmed with a letter of intent between the parties, as needed, in Attachment 8. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Clause 2, and that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of ITB Clause 3 and Qualification Requirement for the Bidder, enclosed as Annexure-A(BDS).

The Employer reserves the right to delete any proposed Subcontractor from the list prior to award of contract, and after discussion between the Employer and the Contractor, the Appendix-5 of Section VI - Form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.

- f. Attachment 6: Deviations: In order to facilitate evaluation of bids, deviations, if any, from the terms and conditions or Technical Specifications shall be listed in Attachment 6 to the bid. The Bidder is required to provide the cost of withdrawal for such deviations. However, the attention of the bidders is drawn to the provisions of ITB Sub-Clause 22.3 regarding the rejection of bids that are not substantially responsive to the requirements of the Bidding Documents. Bidder's attention is also drawn to the provisions of ITB Sub-Clause 22.3.1.

- g. Attachment 8: Manufacturer's Authorisation Form

- h. Attachment 9: Work Completion Schedule.

- i. Attachment 10: Guarantee Declaration

- j. Attachment 11: Information regarding ex-employees of Employer in Bidder's firm.

- k. Attachment 12: Integrity Pact: The Bidder shall complete the accompanying Integrity Pact, which shall be applicable for bidding as well as contract execution, duly signed on each page by the person signing the bid and shall be returned by the Bidder in two (2) originals along with the Techno - Commercial Part in a separate packet, duly superscripted with 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-.

If the Bidder is a joint venture, the Integrity Pact shall be signed by all the partners or consortium members.

Bidder's failure to submit the Integrity Pact duly signed in Original along with the Bid or subsequently pursuant to ITB Sub-Clause 21 .1 shall lead to outright rejection of the Bid.

- l. Attachment 13: 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  
In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing initial advance in addition to providing the other information as above.
- m. Attachment 14: Additional Information:
  - i. Certificate from their Banker(s) (as per prescribed formats in Form 16, Section-VI (Sample Forms and Procedures)) 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.
  - ii. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.
  - iii. Any other information which the Bidder intends to furnish.
- n. Attachment 15: Declaration for tax exemptions, reductions, allowances or benefits
- o. Attachment 16: Declaration
- p. Attachment 17: Bank Guarantee verification checklist

## **10.0 Bid Form and Price Schedules:**

The Bidder shall complete the Bid Form(s) and upload the same on the web portal and submit it in hard copy on due date and time of submission of bid. The appropriate Price Schedules furnished in the Bidding Documents as indicated therein, shall be uploaded on web portal on due date and time of submission of bids.

## **11.0 Bid Prices:**

- 11.1** Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of

Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

**11.2** Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder is required to provide the cost of withdrawal for such deviations.

**11.3** Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the Bidding Documents, Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be up-loaded for each of the following elements. The total amount from each Schedule 1 to 4 shall be summarized in a grand summary of Price Proposal (Schedule 5) giving the total bid price(s) to be entered in the Bid Form.

Schedule 1 Plant and Equipment to be supplied

Schedule 2: Transportation, Insurance and other incidental services applicable for supply of Plant & Equipment

Schedule 3: Installation Services for Erection, Testing and Commissioning including Local Transportation,

Schedule 4: Taxes and Duties not included in Schedule 1 to 3

Schedule 5: Grand Summaries (Schedule Nos. 1 to 4)

Bidders shall note that the plant and equipment included in Schedule No. 1 above exclude materials used for civil, building and few other construction/erection works. All such materials shall be included and priced under Schedule No. 3, Installation Services.

11.3.1 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material, which would otherwise have been, lawfully payable. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.

11.3.2 Set/Lot/Lump-sum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications.

11.4 In the schedules, Bidder shall give the required details and a break-down of their price as follows:

a. Plant and equipment shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and to be quoted in Schedule 1.

In respect of direct transaction between the Employer and the Contractor, EXW price shall be **exclusive** of all cost as well as duties and taxes (viz., customs duties & levies, duties, GST etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.

GST, excise duty, local tax and other levies for equipment/items under direct transaction including octroi/entry tax as applicable for destination site/state shall not be included in the EXW price but shall be indicated wherever applicable in respective column of Schedule 4.

Whenever EXW price is quoted exclusive of excise duty and/or VAT, then the due credit under the CENVAT (Central Value Added Tax)/VAT scheme as per the relevant Government

policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

In respect of bought-out finished items, which shall be dispatched directly from the subvendor's works to the Employer's site (sale-in-transit), EXW price shall be inclusive of all cost as well as duties and tax (viz., custom duties & levies, duties, GST etc.) paid or payable. While quoting the EXW price, inclusive of excise duty and/or VAT, the due credit under the CENVAT (Central Value Added Tax)/VAT scheme as per the relevant Government policies wherever applicable shall be taken into account by the Bidder.

Imported goods shall not be acceptable. Only indigenous goods shall be acceptable in the contract.

However, octroi/entry tax as applicable for destination site/state shall not be included in the EXW price but shall be indicated separately in respective column of Schedule 4.

Requisite Sales Tax Declaration forms for all the equipment/items to be supplied from within India shall be furnished by the Employer.

- b. Local transportation, insurance and other Services incidental to delivery of the Plant and Equipment to be supplied shall be quoted separately in Schedule 2.
- c. Installation Charges shall be quoted separately (Schedule 3) and shall include rates and prices for all labour, Contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals, etc. wherever identified in the Bidding Documents as necessary for the proper execution of all installation services except those priced in other Schedules.
- d. The bidder shall include the GST on Works Contract, Turnover Tax or any other similar taxes under the GST Act for services to be performed, as applicable in their quoted bid price and Employer would not bear any liability on this account. Employer on behalf of the Owner shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder.
- e. The Bidder shall include Service Tax and surcharge/cess etc. on it as applicable in their quoted bid price and Employer would not bear any liability whatsoever on this account. Employer (or the Employer on behalf of the Owner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.
- f. The Bidder shall include insurance charges in its bid prices as per insurance requirement mentioned in Section – IV: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VI (Sample Forms and Procedures) of the Bidding Documents. Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to the Contractor whatsoever for insurance of Contractor's Plant and Machinery.

Discount(s)/rebate(s) offered by the bidder shall be indicated as a percentage of price component(s). Bidder shall also indicate in his bid, the price component(s) on which the discount is to be applied.

11.5 The prices shall be in accordance with the following:

The prices shall be in accordance with Appendix-2 of section-VI: Sample forms and procedures

## **12.0 Bid Currencies**

**12.1** Prices shall be quoted in Indian Rupees Only.

## **13.0 BID security:**

**13.1** The Bidder shall furnish, as part of its bid, a bid security in the amount and currency as stipulated in the Bid Documents. The bid security must be submitted in the form provided in the Bidding Documents.

**13.2** The bid security shall, at the bidder's option, be in the form of a crossed bank draft/pay orders/bank guarantee in favour of Employer from a reputed **(i) Public Sector Bank located in India; or (ii) Scheduled Commercial Indian Private Bank as per the attached list only [List is placed at Annexure-I to Section-III (BDS)]**. Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2. In case of submission of the Bid Security in form of Bank Guarantee, bid security shall be submitted in standard format (Bid security form) provided at Section-VI "Sample forms and procedures".

**The Bid Security shall be in favour of Chief Executive, OREDA payable at Bhubaneswar.**

**13.3** Any bid not accompanied by a bid security or an acceptable bid security shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4. The bid security of a joint venture must be in the name of all the partners/lead partner in the joint venture submitting the bid.

**13.4** The bid securities of unsuccessful bidders will be returned as promptly as possible, but not later than twenty-eight (28) days after the expiration of the bid validity period.

**13.5** The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 34 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 33, and has furnished the required performance security, pursuant to ITB Clause 34.

**13.6** The bid security may be forfeited

- (a) If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (b) 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
- (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
- (d) 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), within ten days from the date of intimation of post – bid discussion; or
- (e) 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 33, or
  - (ii) to furnish the required performance security(ies), in accordance with ITB Clause 34 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.

13.7 No interest shall be payable by the Employer on the above Bid Security.

**14.0 Period of Validity of Bid**

14.1 *Bids shall remain valid for the period of one year from the date of opening of Techno - Commercial Part i.e. Bid Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being nonresponsive.*

14.2 In exceptional circumstance, the Employer may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by email. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

**15.0 Format and Signing of Bid**

15.1 The Bidder shall prepare an original and two number of copies of the bid, clearly marking each one as "Original Bid", "Copy No. 1", "Copy No. 2", as appropriate. In the event of any discrepancy between them, the original shall govern.

15.2 The original and both the copies of the bid, each consisting of the documents listed in ITB Clause 9, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 9.3. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid and shall be serially numbered.

15.3 The bid shall contain no alterations, omissions or additions, unless such corrections are initialled by the person or persons signing the bid.

**16.0 Deadline for Submission of Bids**

16.1 Bids must be received by the Employer at the address specified under ITB Sub-Clause 16.2 no later than the time and date stated in the BDS. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day. Bids once received by the Employer shall not be returned except otherwise provided in the Bidding Documents.

16.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB Sub-Clause 7.3 for the reasons specified therein at any time prior to opening of bids by the Employer pursuant to ITB Clause 20, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

**17.0 Late Bids**

17.1 Any bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 17, will be rejected and returned unopened to the Bidder.

**18.0 Modification and Withdrawal of Bids**

**18.1** The Bidder may modify or withdraw its bid after submission, provided that modification or written notice of withdrawal is received by the Employer prior to the deadline prescribed for bid submission.

**18.2** The Bidder's modifications shall be prepared, sealed, marked and dispatched as follows:

- Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 16.2, 16.3 and 16.4.

**18.3** A Bidder wishing to withdraw its bid shall notify the Employer prior to the deadline prescribed for bid submission through withdrawal option on web portal for e-procurement. The notice of withdrawal shall

- (a) be addressed to the Employer at the address named in the **BDS**, and
- (b) bear the contract name, the IFB number, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.

**18.4** No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 13.6.

**(E) Bid Opening and Evaluation**

**19.0 Opening of Bid Envelope by Employer (Hard copies)**

**19.1** The Employer will open the Bid Envelope i.e., Techno – Commercial Part in public, including withdrawals and modifications made pursuant to ITB Clause 19, in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the BPS. The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received up to the appointed time on the next working day.

**19.2** Envelopes marked "Withdrawal" shall be opened first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 19 shall be returned unopened.

**19.3** For all other Bids, the bidders' names, deviation having cost of withdrawal, if any, the presence of bid security, Integrity Pact and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked "Modification" shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 18. Such bids shall be returned to the Bidder unopened. However, opening of bid, whether or not accompanied with the bid security and/or Integrity Pact, shall not be construed to imply its acceptability which shall be examined in detail pursuant to the provisions contained in this Section-II.

On behalf of Employer, the Integrity Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact will be retained by Employer and the other original will be returned to the representative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier. The Employer shall prepare minutes of the bid opening in the form of Bid Opening

Statement, including the information disclosed to those present in accordance with ITB Sub-Clause 20.3.

19.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances and shall be returned to the Bidder unopened.

**19.5 Opening of Soft copies:**

Simultaneously the soft copies of the bid document (Techno commercial part only) as uploaded in the given web portal will be opened and compared with the hard copies. Only those bids will be accepted for evaluation against which both soft and hard copies have been received. Therefore, the bidders in their own responsibility may first upload this document in the **web portal and submit their print outs as hard copies. The hard copies should be submitted in a Hard bound copy (Book Binding). Spiral bound is not acceptable. The bid submitted along with spiral bound copy may lead to rejection of bid.**

**20.0 Clarification of Bids**

21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (b), (n) and (r) or Deed of Joint Undertaking pursuant to ITB Sub-Clause 9.3 (c) & (e), required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

**21.0 Preliminary Examination of Bid Envelope**

21.1 The Employer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

21.2 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clause 24.

21.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is substantially responsive to the Bidding Documents. Any deviations, conditionality or reservation introduced in Attachment-6 and/or in the Bid Form, 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 bidder's bid. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.

21.3.1 Bids containing deviations from critical provisions relating to GCC Clauses 2.14 (Governing Law),



8 (Terms of Payment), 9.3 (Performance Security), 10 (Taxes and duties), 21.2 (Completion Time Guarantee), 22 (Defect Liability), 23 (Functional Guarantee), 25 (Patent Indemnity), 26 (Limitation of Liability), 38 (Settlement of Disputes), 39 (Arbitration) and Appendix 2 to the Form of Contract Agreement (Price Adjustment) will be considered as non-responsive.

21.3.2 Regarding deviations, conditionality or reservations introduced in the bid, which will be reviewed to conduct a determination of substantial responsiveness of the Bidder's bid as stated in ITB SubClause 22.3, the order of precedence of these documents to address contradictions, if any, in the contents of the bid, shall be as follows:

- I. Covering Letter
- II. Bid Form
- III. Attachment-6: Deviations
- IV. Technical Data Sheet

Contents of the document at Sr. No. I above will have overriding precedence over other documents (Sr. No. II to V above). Similarly, contents of document at Sr. No. II above will have overriding precedence over other documents (Sr. No. III to IV above), and so on.

21.4 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

## **22.0 Qualification**

22.1 The Employer will ascertain to its satisfaction whether Bidders determined having submitted substantially responsive bids are qualified, as per the Qualification Requirement specified in **Annexure – A (BDS)** to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and the Employer's interpretation of the Qualification Requirement shall be final and binding.

22.2 The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments & current litigation and past performance during execution of contracts that have been awarded by the Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure - A (BDS).

22.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, affecting the capability of the Bidder to perform the Contract.

22.4 An affirmative determination will be a prerequisite for the Employer to evaluate the Techno - Commercial Part and to intimate successful bidders to be present on new date, time & location to open the online price schedules of the Bidder. A negative determination will result in rejection of the Bidder's bid.

22.5 The bid from those bidders shall not be accepted who failed to submit Performance Security on issue of Letter of Intent (LoI)/Letter of Award (LoA) for any other contract of Employer in past 3 years.

## **23.0 Evaluation of Techno - Commercial Part (Bid envelop)**

23.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

- (a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid and those deviations not so identified; suitability of the facilities 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. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.
- (b) Achievement of specified performance criteria by the facilities
- (c) Compliance with the time schedule called for in the corresponding Appendix to the Form of Contract Agreement and evidenced as needed in a milestone schedule provided in the bid;

Time schedule (program of performance)

The plant and equipment covered by this bidding shall have the 'Taking Over' by the Employer after successful Completion within the period specified in **BDS**. Bidders are required to base their prices on the time schedule given in Appendix 4 [Section-VI (Sample Forms and Procedures)] to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 4, on the Completion date(s) given above. No credit will be given to earlier completion. Bids offering completion beyond the specified period are liable to be rejected.

- (d) Type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- (e) Any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
- (f) Any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (g) Details furnished by the bidder in response to the requirements specified in the Bidding Documents.
- (h) The acceptability of the vendors and subcontractors proposed in Attachment 5 to be used by the Bidder will be evaluated. Should a vendor or subcontractor, for the items other than those covered under Annexure-A (BDS), be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

- (i) The no load and load losses of transformer shall not exceed the values given in IS 1180 (Part-I):2014 & IS 2026 (with up-to-date amendments, if any). In case, Technical Losses found to be more than specified values, transformers shall be rejected.
- (j) Bank Guarantee submitted against Bid Security shall be verified independently from issuing bank. On receipt of certification from issuing bank, eligibility of bidder shall be decided for opening of price bid.

#### **24.0 Opening of Price Schedules (ON-LINE)**

- 24.1 Price Part of only those Bidders shall be opened on-line who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated about the date and time for opening of Price Part by the Employer. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders and the price bid uploaded by them shall not be opened.
- 24.2 The Employer will on-line open Price Bid at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 24.3 The bidders' names, the Bid Prices or any discounts, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. The prices and details as may be read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L<sub>1</sub> Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 30.
- 24.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 25.3.
- 24.5 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

#### **25.0 Conversion to Single Currency**

- 25.1 This shall not be applicable as domestic firms are required to quote the prices in Indian Rupees only.

#### **26.0 Evaluation of Price Bids**

- 26.1 The Employer will examine the Price Bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.
- 26.2 The Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the Bid Envelope are liable to be rejected.

The prices of all such item(s) against which the Bidder has not quoted rates/amount (viz., items left blank, or against which is indicated) in the Price Schedules will be deemed to have been included in other item(s).

If the discount(s)/rebate(s) offered by the Bidder is a percentage discount and the price component(s) on which the said discount is not indicated in the bid, the same shall be considered on the total bid price [i.e., proportionately on each price component], in the event of award. However, if lump-sum discount is offered, the same shall be considered in full on the Exworks price component (by proportionately reducing Ex-works price of individual items), in case of award. Further, Conditional discounts/rebates, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. The rate and amount so ascertained by the Employer shall prevail.

The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In case of any inconsistency in the prices furnished in the specified price schedules to be identified in Bid Form for this purpose, the Employer shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of the Contract use the lowest of the prices in these schedules.

26.3 The comparison shall be on the total price in Price in the Schedule Grand Summary.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable in line with the provisions of the Bidding Documents.

The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.4 & 27.5.

26.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 4 (online price schedules), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of Bid Envelope, and other deviations and omissions not so identified;
- (b) The performance of the equipment offered;

Bidder shall state the guaranteed performance or efficiency of the Equipment, named in the **BPS**, in response to the Technical Specifications. Equipment offered shall have a minimum (or a maximum, as the case may be) level of guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

- (c) The extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;
- (d) Any other relevant factors listed in **BPS**.

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.

26.5 Pursuant to ITB Sub-Clause 27.4, the following evaluation methods will be followed:

- (a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. In arriving at the evaluated cost, towards deviations identified in the evaluation of bid, the cost of withdrawal indicated by the bidder in Attachment-6 of the Bid Form will be used. If such a price is not given, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

- (b) Functional Guarantees of the facilities

For the purposes of evaluation, the adjustment specified in the Technical Specifications will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of one hundred (100) or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Technical Specifications.

- (c) Performance Guarantees of the Equipment

For the purposes of evaluation, the adjustment specified in the **BDS** will be added to the bid price.

- (d) Work, services, facilities, etc., to be provided by the Employer

Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

26.6 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by bidders and rectified as per ITB Sub Clause 27.2 shall remain unaltered.

## **27.0 Purchase/ Domestic preference:**

No preference shall be given to any bidder

## **28.0 Confidentiality and Contacting the Employer**

**28.1** After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. 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 its bid, it should do so in writing.

- 28.2** Any effort by a Bidder to influence the Employer in the Employer's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid. The Employer shall be the sole judge in this regard.

(F). **Award of Contract**

**29.0 Award Criteria**

- 29.1** Subject to ITB Clause 31, the Employer will award the contract to the successful Bidder (also referred to as the L<sub>1</sub> Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified in Annexure-A (BDS) to perform the contract satisfactorily.

- 29.2** The Employer may request the Bidder to withdraw any of the deviations listed in the winning bid.

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed in Attachment 6 to the Bid Form at the cost of withdrawal stated by him in the bid. 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, his bid will be rejected, and his bid security forfeited.

Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.

- 29.3** The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.

- 29.4** The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Sub-Clause 2.1 and briefly indicated below:

- 29.4.1 The award shall be made as follows:

- (i) First Contract: For supply of all equipment and materials including applicable taxes and duties.
- (ii) Second Contract: For providing all services i.e., inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the "First Contract" and any other services specified in the Contract Documents.

Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

- 29.5 Contract Agreement Documentation:** The sequence of contract agreement documentation is given here under:

- a. Issuance of Letter of Intent (LoI) by owner and its unconditional acceptance by the bidder within two working days from date of issuance of LoI

- b. Mutual agreement on PERT chart / Project Execution Plan duly signed and accepted by turnkey contractor and Employer within two weeks from date of acceptance of Lol
- c. Submission of Contract Performance Security, within 28 days from date of Lol, against supply & erection contract as per clause 9.3.1 of GCC
- d. Letter of Award by owner and its unconditional acceptance by the bidder. Letter of Award shall be issued only after mutual agreement & acceptance on PERT chart/Project execution plan (as per 30.5 (b) above) and on timely submission of Contract Performance Security against supply & erection contracts. The acceptance of LoA should be provided with 2 working days from date of issue of LoA. LoA shall include details of
  - i. Pre-bid discussion
  - ii. Post-bid negotiation/discussions
  - iii. PERT chart
  - iv. Contract Performance Guarantee
- e. Contract Agreement shall be signed, on unconditional acceptance of Letter of Award by turnkey contractor, within 14 days from date of issue of Letter of Award and submission and acceptance of contract performance guarantees (against supply as well as erection contracts).

### **30.0 Employer's Right to Accept any Bid and to Reject any or all Bids**

- 30.1** 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 award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

### **31.0 Notification of Award**

- 31.1** Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing through Letter of Intent (Lol), that its bid has been technically and commercially accepted. The bidder shall provide unconditional acceptance of Lol within 2 working days. Bidder will also submit PERT Chart/Project Execution Plan within 2 weeks from date of Lol. PERT Chart/Project Execution Plan shall be signed, accepted and mutually agreed by successful bidder and owner within 2 weeks from date of acceptance by Lol. Contract Performance Security shall be submitted by the successful bidder within 28 days from date of Lol. Thereafter, detailed letter of award shall be issued by owner. On unconditional acceptance of Letter of Award within 2 working days, contract agreement shall be signed on submission and acceptance of contract performance security. The notification of award (Letter of Intent) will constitute the formation of the contract.
- 31.2** The Employer shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid that was evaluated; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was not selected.

The Employer shall verify all the credentials submitted by the winning bidder in their bid from the document issuing authority/organisation to check their correctness and validity before execution of agreement.

- 31.3** Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 34 and their independent verification from issuing bank and acceptance thereof, the Employer will promptly discharge the bid securities, pursuant to ITB Sub-Clause 13.4 & 13.5.

**32.0 Signing the Contract Agreement**

- 32.1** At the same time as the Employer notifies the successful Bidder that its bid has been accepted through Letter of Award, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

- 32.2** On unconditional acceptance of Letter of Award, contract agreement shall be signed on submission and acceptance of contract performance security within 2 weeks from date of issue of Letter of Award.

**33.0 Performance Security**

- 33.1** Within twenty-eight (28) days after receipt of the Notification of Award through Lol, the successful Bidder shall furnish the performance security for 10% (Three percent) of the contract price in line with the requirement of Qualification Requirements, in the amount given in the **BDS** and in the form provided in Section VI, Sample Forms and Procedures, of the Bidding Documents. The performance security of a joint venture shall be in the name of joint venture.

- 33.2** Failure of the successful Bidder to comply with the requirements of ITB Clause 33 or Clause 34.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

- 33.3** Till receipt and acceptance of contract performance securities of successful bidder, validity of all bids shall be kept valid to facilitate action as per clause 34.2 above.

**34.0 Fraud and Corruption**

It is the Employer's policy that requires the Bidders, suppliers and contractors and their subcontractors under the contracts to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer:

(a) Defines, for the purpose 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 a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a 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
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s 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**

- (bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights.
- (b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (d) will have the right to require that the provision be included in Bidding Documents and in contracts, requiring Bidders, suppliers, and contractors and their sub-contractors to permit the Employer to inspect their accounts and records and other documents relating to bid submission and contract performance and to have them audited by auditors appointed by the Employer.

**SECTION – III**

**BID DATA SHEETS**

**(BDS)**

### BID DATA SHEETS (BDS)

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the Instruction to Bidders (ITB)

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	The Owner is:  Govt. Of Odisha
2.	ITB 1.1	The Employer is:  Odisha Renewable Energy Development Agency (OREDA)  Telephone Nos.: (0674) 2588260,2586398,2580554  Fax No.: 2586368
3.	ITB 1.1	Supplementing ITB 1.1 with the following:  For the purpose of execution of the contract, the contractual activities shall be performed by the Employer "for and on behalf of the Owner" except in cases where the Owner itself is statutorily required to do so.
4.	ITB 6.1	Address of the Employer: S/59, MANCHESWAR INDUSTRIAL ESTATE  BHUBANESWAR-751010, ODISHA  Kind Attn.: Chief Executive  Telephone Nos.: (0674) 2588260,2586398,2580554  Fax No.: 2586368  Email Address: <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>
5.	ITB 6.4	<u>Venue, date and time for Pre-bid Meeting:</u>  The Bidder's designated representative is invited to attend a pre-bid meeting, which will take place at the venue and time as given below:  Venue: Conference Hall, OREDA  Kind Attn.: Chief Executive  Telephone Nos.: (0674) 2588260,2586398,2580554  Fax No.: 2586368

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Email Address: <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a> Time: 11:00 AM
6.	ITB 9.2	Alternative bids shall not be permitted
7.	ITB 9.3 (n)	Supplementing ITB clause 9.3(n) with the following:  (iv) Bidder shall also furnish information/documentation in support that the Bidder have adequate design infrastructure and erection facilities and capacity and procedures including quality control related to the work.  (v) The Bidder shall furnish 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
8.	ITB 13.1	Amount of Bid Security: 75,500/-

Sl. No.	ITB Clause Ref. No.	Bid Data Details
9.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, ITB 19.3 (a) and ITB 20.1	<p><b>Address for submission of Bids and its modification and withdrawal, if any;</b></p> <p><b>Address in Person or by Post:</b></p> <p>Chief Executive, ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY (OREDA), S/59, MANCHESWAR INDUSTRIAL ESTATE, BHUBANESWAR-751010, ODISHA</p> <p><b>Deadline for submission of Bids and its modification and withdrawal, if any as mentioned in the tender schedule</b></p> <p>Address for Bid Opening: Conference hall, OREDA</p> <p><b>Time and date for Bid Opening – Bid Envelope: as mentioned in the tender schedule</b></p> <p>(a) Bid Title:</p> <p><b>Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SAUBHAGYA&amp; SETU</b></p>
10.	ITB 16.3	<p>Supplementing ITB clause 16.3 with the following:</p> <p>In case, pursuant to Ministry of Finance, GOI's Circular dated 17th July 2012, the Bank Guarantee is issued using SFMS Platform by the bank's located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the Bid Envelope.</p>
11.	ITB 24.1 (c)	The Time for Completion for all the Works shall be 3( <b>Three</b> ) months from the date of Notification of Award.
12.	ITB 34.1	In addition to the Performance Security of 10% of the Contract Price, the successful bidder is required to furnish additional performance security (ies), <b>if applicable, as per Clause no. 4</b> of Joint Deed of Undertaking mentioned at Sl. No. 19 of Section – VI: Sample Forms and Procedures.

**QUALIFICATION OF THE BIDDER for Electrification works of Rural  
Electrification works of 151 Households of 07 nos. villages of Odisha under  
Standalone System in under SAUBHAGYA & SETU**

Qualification of bidder will be based on meeting the minimum pass/fail criteria specified in **1.0 Pre-qualifying criteria Part-A** and **2.0 Pre-qualifying criteria Part-B** as demonstrated by the Bidder's responses in the corresponding Bid Schedules. The bidder shall also be required.

Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an Indian individual firm only or by Joint Venture firm having Indian partner firms only.

Notwithstanding anything stated herein above, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

**1.0 Pre-qualification criteria – Part A:**

**1.01 Technical:**

**(I) Part I: Supply, Erection, Testing & Commissioning of Solar PV Standalone System**

- i. The bidder must have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a **single turnkey contract** in last 7 years as on the date of bid opening, having installation of at least 80% of the KW capacity\* considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid,

**Or**

- ii. The bidder must have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in Two contracts in last 7 years as on the date of bid opening, having installation of at least 50% of the KW capacity\* considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid,

**Or**

- iii. The bidder must have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in Three contracts in last 7 years as on the date of bid opening, having installation of at least 40% of the KW capacity\* considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid,

**Or**

- iv. Technical experience of erection, testing and commissioning of renewable energy solar off-grid/grid project in **single contract** whose generation capacity shall beat-

least 10% of total KW capacity\* proposed in the bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid, #Proposed bid capacity (in KW) means [(Total Nos. of Households covered \* 0.2 KW/HH for standalone system)].

- v. Bids may also be submitted by joint venture firms (having not more than three partners with one partner as lead partner) wherein
  - a) All the partners should jointly meet qualification requirements set forth in para I(i) or I(ii) or I (iii) or I(iv) above, **AND**
  - b) The lead partner should have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a single contract in last 7 years as on the date of bid opening, having installation of at least 50% of the KW capacity considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid,

**AND**

- c) Each of the other partners should have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a single contract in last 7 years as on the date of bid opening, having installation of at least 30% of the KW capacity considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid,

1.01.1 In case a bidder is quoting for more than one project, Pre-Qualification requirement shall be examined on the basis of sum of project wise requirements of experience of all quoted projects.

1.01.2 The bidder successfully registered with Ministry of New & Renewable Energy, Govt. of India shall be preferred.

**1.02 Commercial:**

For the purpose of this bid, the bidder shall meet the following requirements:

1.02.1 For the purpose of this particular bid, bidder shall meet the following minimum commercial criteria in past 5 years (up to 31.03.2020):

- i. Experience in **single completed work** of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to 80% of the estimated amount of the project.

**Or**

- ii. Experience in **two completed work** of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to 50% of the estimated amount of the project individually.

**Or**

- iii. Experience in **three completed work** of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to 40% of the estimated amount of the project individually.

1.02.2 Net Worth for the **each of the** last three Financial Years should be **positive**. *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.*

1.02.3 Minimum Average Annual Turnover (MAAT) for best three years out of last five financial years of the bidder should not be less than Rs. 4.5crore.i.e., 30% of theestimated cost of the project. In case a bidder is quoting for more than one project, Pre-Qualification requirement shall be examined on the basis of sum of project wise requirements of MAAT of all quoted projects.

1.02.4 Bidder shall have liquid assets (LA) and/ or evidence of access to or availability of fund-based credit facilities of not less than Rs180 Lakhs i.e., 10% of the estimated cost of the project and the Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received. In case a bidder is quoting for more than one project, Pre-Qualification requirement shall be examined on the basis of sum of project wise requirements of LA of all quoted projects.

1.02.5 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 1.02.1 & 1.02.2 above and collectively the requirement of para 1.02.3 & 1.02.4 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 para1.02.3 & 1.02.4 above; however, in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

1.02.5.1 At least one partner shall meet, not less than 40% of the minimum criteria given at Para 1.02.3 & 1.02.4 above

**AND**

1.02.5.2 Each of the other partner(s) shall meet not less than 25% of the criteria given at Para 1.02.3 & 1.02.4 above



- 1.02.6 If the Company has been formed in between last 2 to 3 years (for company not older than 3 years and not earlier than 2 years), total turnover shall be divided (by three) and shall be compared with MAAT requirement of the bid. In case, turnover so calculated is more than MAAT requirements, agency shall be commercially accepted for participation in the bidding. However, no such relaxation shall be available for Company formed less than 2 years before.
- 1.02.7 Failure to comply with this requirement will result in rejection of the joint venture's bid. Sub contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.
- 1.02.8 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 shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per proforma in section "Annexure" of Special Conditions of Contract.
- 1.02.9 All partner 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 bid.
- 1.02.10 A statement to this effect shall be included in the authorization mentioned under para 1.02.7 above as well as in the Bid Form and in the Contract Form (in case of a successful bid);

**1.03 Other Qualification Criteria:**

- The bidder's company/firm must have established quality assurance systems and organization in line with the requirements under ISO 9001:2015. The relevant certificate in this regard to be submitted.
- The bidder's company/firm must not have been debarred / blacklisted by any Govt. Dept., agency, PSUs / institution / agencies / autonomous organisations. The bidder shall submit a self-certification by an authorized person duly notarized to this effect.

**2.0 Pre-qualification criteria – Part B:**

The Bidder shall also furnish following documents/details with its bid:

- 2.01.1 A certificate from banker (as per format) 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.

- 2.01.2 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.
- 2.01.3 Note:
- 2.01.3.1 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.
- 2.01.3.2 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 - 2.01.3.1 above certifying that the information/ documents are based on the audited accounts, as the case may be.
- 2.01.4 Litigation History:
- 2.01.4.1 The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.
- 2.01.4.2 Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.
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## **SECTION – IV GENERAL CONDITIONS OF CONTRACT (GCC)**

## GENERAL CONDITIONS OF CONTRACT (GCC)

### Preamble

The Section–IV of the Bidding Documents is named as General Conditions of Contract (GCC) and provides all the rights and obligations of the parties under the Contract. This Section contains provisions which are to be used unchanged unless Section – V named as Special Conditions of Contract (SCC) states otherwise as any changes in GCC or any complementary information that may be needed has been shown in SCC. If there is a conflict between the provisions of Section – IV & Section – V, the provisions of Section – V shall prevail.

### A. Definitions and Interpretation

#### 1. Definitions

- 1.1. The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Arbitrator” means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to GCC Sub-Clause 39.1 (Arbitration) hereof.
  - (b) “Associate” means a party who has been conjoined by the Contractor to independently execute a pre-selected part of facilities of the contract and grant him the associated contractual rights and obligations, without diluting the overall responsibility of the contractor in respect of the Facilities under the contract.
  - (c) “Collaborator” or “Parent Company” means the firms/corporations who has provided technological support to the manufacturer for establishing production line for the specific Equipment.
  - (d) “Commissioning” means operation of the Facilities or any part thereof, if any, as per GCC Sub-Clause 1.1(e) by the Contractor as specified in the Technical Specifications, which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 20.1.3 (Commissioning), for the purpose of Trial – Operation (GCC Sub-Clause 20.1.4).
  - (e) “Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the **SCC**) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities (or a specific part thereof where specific parts are specified in the **SCC**) has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial – Operation has been completed, as provided in GCC Sub-Clause 20.1 (Completion of Facilities) hereof.
  - (f) “Contract” means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein.

- (g) "Contract Documents" means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto); Section-VI.
- (h) "Contract Price" means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement, subject to such additions or deductions there from, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the "Contract Price" means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement.
- (i) "Contractor" means the firms whose bid to perform the Contract has been accepted by the Employer and is named in the Contract Agreement and includes the legal successors or permitted assigns of the Contractor.
- (j) "Contractor's Equipment" means all plant, 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 and Equipment, or other things intended to form or forming part of the Facilities.
- (k) "Contractor's Representative" means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 13.2 (Contractor's Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.
- (l) "Day" means calendar day of the Gregorian Calendar.
- (m) "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, if any, as per GCC Sub-Clause 1.1(e), during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 22 (Defect Liability) hereof.
- (n) "Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined.
- (o) "Employer" means the firm/corporation/ government entity, named in the **SCC**, who is responsible for getting the Facilities implemented. The Employer may be Owner himself or an agency appointed by the Owner (State/Central PSU) and shall include the legal successors or permitted assigns of the Employer.
- (p) "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- (q) "GCC" means the General Conditions of Contract hereof.
- (r) "Guarantee Test(s)" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof

is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of GCC Sub-Clause 20.2.1 (Guarantee Test) hereof during/after successful Commissioning followed by Trial - Operation.

- (s) "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- (t) "Month" means calendar month of the Gregorian Calendar.
- (u) "Notification of Award" means the official notice issued by the Employer notifying the Contractor that his bid has been accepted.
- (v) "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 fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Sub-Clause 20.2.2 (Operational Acceptance) hereof after successful Commissioning followed by Trial - Operation.
- (w) "Owner" means the firm/corporation/government entity, named in the SCC, who has decided to set up the Facilities and shall include the legal successors or permitted assigns of the Owner.
- (x) "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, 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 3.3 hereof) but does not include Contractor's Equipment.
- (y) "Pre-commissioning" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Sub-Clause 20.1.2 (Pre-Commissioning) hereof.
- (z) "Project Manager" or "Engineer" or "Engineer – in Charge" means the person appointed by the Employer in the manner provided in GCC Sub-Clause 13.1 hereof to perform the duties delegated by the Employer.
- (aa) "SCC" means the Special Conditions of Contract.

- (bb) "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.
- (cc) "Subcontractor"/ "vendor"/ "sub-vendor" means firms/corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with the consent of the Employer in writing, and includes its legal successors or permitted assigns.
- (dd) "Taking Over" means the Employer's written acceptance of the Facilities under the Contract, after successful Trial – Operation for the specified period in accordance with the Contract, as provided in GCC Sub-Clause 20.1.5.
- (ee) "Time for Completion" means the time within which Completion of the Facilities is to be attained in accordance with the scope of work and specifications, as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed in the **SCC**) and "Taking Over" by the Employer is to be attained.

## **2. Interpretation**

- 2.1 Contract  
The Contracts to be entered into with the successful Bidder shall be as defined in **SCC**.
- 2.2 Contract Documents  
All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory, subject to Article 1.2 (Order of Precedence) of the Contract Agreement. The Contract shall be read as a whole.
- 2.3 Language  
The ruling language of the Contract and the language for communications shall be English.
- 2.4 Singular and Plural  
The singular shall include the plural and the plural the singular, except where the context otherwise requires.
- 2.5 Headings  
The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.
- 2.6 Entire Agreement  
Subject to GCC Sub-Clause 12.4 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.

2.7 Amendment

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 by a duly authorized representative of each party hereto.

2.8 Independent Contractor

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 Subcontractors 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 Subcontractors and the Employer.

2.9 Joint Venture

If the Contractor is a joint venture of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority to bind the joint venture. The composition or the constitution of the joint venture shall not be altered without the prior written consent of the Employer.

2.10 Non-Waiver

2.10.1 Subject to GCC Sub-Clause 2.10.2 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.

2.10.2 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.

2.11 Severability

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

2.12 Country of Origin

"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services



are provided. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

## 2.13 Notices

2.13.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, telegraph, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Agreement, with the following provisions:

- (a) Any notice sent by telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.
- (b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.
- (c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.
- (d) Either party may change its postal, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

2.13.2 Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

## 2.14 Governing Law & its Jurisdiction

The Contract shall be governed by and interpreted in accordance with laws of Union of India and the Courts of The High court of Odisha shall have exclusive jurisdiction in all matters arising under this Contract.

## B. Subject Matter of Contract

### 3. Scope of Facilities

3.1 Standards: Following standards shall be applicable during execution of work:

Sl. No.	Standard	Description
1.	IEC: 61215/IS: 14286	Crystalline silicon terrestrial photovoltaic modules – Design qualification and type approval.

2.	IEC: 61730 – Part 1	Photovoltaic (PV) module safety qualification – Requirements for construction.
3.	IEC: 61730 – Part 2	Photovoltaic (PV) module safety qualification – Requirements for testing.
4.	IS 694	Cable
5.	IEC 60189	Cables – General Test & Measuring Methods
6.	IEC 62093	Design Qualification – Charge controller / MPPT Units
7.	IS 15549: 2005	Sealed maintenance free VRLA Batteries
8.	IEC 61427	Stage Batteries – General Requirements and Methods of Test

3.2 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation shall include the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 3.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including without limitation, custom clearance, port handling, unloading and hauling to, from and at the Site); storage and training except for those supplies, works and services that will be provided or performed by the Employer, as set forth in Appendix-6 (Scope of Works and Supply by the Employer) to the Contract Agreement.

3.3 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.

3.4 The Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 5 years from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with

validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.

3.5 The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor:

- (i) The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years' time to permit the Employer to procure needed requirements, and
- (ii) Following such termination, the Contractor shall furnish at no cost to the Employer the blueprints, drawings and specification of the spare parts, if requested.

3.6 In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Employer shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

#### **4. *Time for Commencement and Completion***

4.1 The Contractor shall commence work on the Facilities from the Effective Date of Contract i.e. date of issuance of Letter of Intent (LoI) and without prejudice to GCC SubClause 21.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the corresponding Appendix – 4 (Time Schedule) to the Contract Agreement of Section-VI (Sample Forms and Procedures).

4.2 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 under Time for Completion or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.

4.3 The district wise work under the contract shall preferably start from any village including “SansadAdarsh Gram” (provided it is in the scope of works) in presence of public representatives of the project. Hon’ble sitting Member of Parliament and Hon’ble sitting member of State Legislative Assembly shall be cordially invited on the occasion.

#### **5. *Contractor’s Responsibilities***

5.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), install and complete the Facilities with due care and diligence in accordance with the Contract.

5.2 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.

- 5.3 The Contractor shall acquire in its name 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 that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 6.3 hereof and that are necessary for the performance of the Contract.
- 5.4 The Contractor shall comply with all laws in force in India. 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 Subcontractors and their personnel, but without prejudice to GCC Sub-Clause 6.1 hereof.
- 5.5 Any Plant, Material and Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GCC Sub-Clause 2.12 (Country of Origin).
- 5.6 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the performance of the Contractor.
- 5.7 First-aid: The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen working at the Site. Enough number of Contractor's personnel shall be trained in administering first-aid.
- 5.8 Cleanliness: The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Project Manager. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

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

- 5.9 Fire Protection: The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be

removed and replaced with acceptable materials before moving into the construction or storage area.

Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be of waterproof and flame-resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

- 5.10 Security: The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Project Manager in the prescribed manner.
- 5.11 Contractor's Area Limits: The Project Manager will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Project Manager.
- 5.12 Contractor's Co-Operation with the Employer: In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Employer, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Project Manager and the same shall be acceptable at all times to the Contractor. The Project Manager may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as he may think fit in the interest of the Employer and the Contractor shall strictly adhere to such restrictions and co-operate with the Project Manager. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems, which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specifications.

## **6. *Employer's Responsibilities***

- 6.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer as described in the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract, except when otherwise expressly stated in the Contract.
- 6.2 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 corresponding Appendix – 6 (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of an accord all rights of access thereto on or before the date(s) specified in that Appendix.
- 6.3 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 such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract), including those specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement.
- 6.4 If requested by the Contractor, the Employer shall use its best endeavours 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.
- 6.5 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 raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, to enable the Contractor to properly carry out Commissioning, all in accordance with the provisions of Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 14.2 (Program of Performance) hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.
- 6.6 The Employer shall be responsible for the continued operation of the Facilities after Taking Over, in accordance with GCC Sub-Clause 20.1.5.
- 6.7 All costs and expenses involved in the performance of the obligations under this GCC Clause 6 shall be the responsibility of the Employer.

## **C. *Payment***

### **7. *Contract Price***

- 7.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Form of Contract Agreement.

7.2 The Contract Price shall be subject to adjustment in accordance with the provisions of Appendix 2 (Price Adjustment) to the Contract Agreement. The Contract Price shall be increased or reduced on account of variation in quantity in accordance with Clause 33 of GCC.

7.3 Subject to GCC Sub-Clauses 5.2 and 6.1 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.

## **8. Terms of Payment**

8.1 The Contract Price shall be paid as specified in the corresponding Appendix – 1 (Terms and Procedures of Payment) to the Contract Agreement of Section-VI (Sample Forms and Procedures). The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix.

8.1.1 The mounting accessories/structure supplied along with any material like circuit breaker, Lightning arrestor, Capacitor Bank, Control Panel, Isolator, AB Switch, CT/PT etc. as part of main equipment shall not be paid extra under Price Schedules. The equipment price in all such cases shall be inclusive of its mounting accessories/structure. For example: if Circuit Breaker has been supplied along with its mounting structure, the contractor shall not be paid separately for mounting structure/accessories associate with Circuit Breaker.

8.2 All payments shall be made in Indian Rupees under the Contract.

8.3 The Project Manager shall within twenty-one (21) days after receipt of invoices enclosing requisite documents as per payment terms release the payment through electronic mode in designated bank account of the contractor.

## **9. Securities**

9.1 Issuance of Securities

The Contractor shall provide the securities specified below in favour of the Employer at the times, and in the amount, manner and form specified below.

9.2 Advance Payment Security

9.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency(ies) with initial validity of up to ninety (90) days beyond the date of Completion of the Facilities in accordance with GCC Sub-Clause 20.1. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual date of Completion of the Facilities, as may be required under the Contract.

9.2.2 The security shall be in the Form of unconditional Bank Guarantee attached hereto in Section VI - Sample Forms and Procedures. The security shall be discharged after completion of the facilities or relevant part thereof. The advance guarantee shall be reduced on two occasions. First reduction shall be on receipt of 50% supply cost of

equipment and second reduction shall be on receipt of 75% supply cost of equipment. The advance BG shall also proportionately reduce to 50% and 25% value respectively of initial advance BG.

- Procedure for submission, reduction of Advance Payment Security is detailed in Appendix-1: Terms and Procedures of payments (refer Section-VI (Sample Forms and Procedures))

### 9.3 Performance Security

9.3.1 The Contractor shall, within twenty-eight (28) days of the notification of Letter of Intent, provide a performance security for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price, with a validity up to ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Contractor time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

Apart from the Contractor's performance security, the Contractor shall be required to arrange additional performance securities, as specified in **SCC**, within twenty-eight (28) days of the notification of award in favour of the Employer in the form acceptable to the Employer.

9.3.2 The performance security shall be in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.

9.3.3 Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to GCC Sub-Clause 22.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to GCC Sub-Clause 22, is liable for an extended warranty obligation, the performance security shall be reduced to ten percent (10%) of the value of the component covered by the extended warranty.

9.3.4 In case of award of the contract to a Joint Venture, the Bank Guarantees for performance security and the Bank Guarantee for advance payment shall be submitted in the name of all the partner(s) of the Joint Venture

### 9.4 Issuing Banks

The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:

- (a) by a Public Sector Bank located in India, or
- (b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should support compliance of capital adequacy ratio requirement) *as per attached list only* **[List is placed at Annexure-I to Section-V (SCC)]**, or

### 9.5 Indemnity

9.5.1 For the equipment/material to be provided by the Contractor as well as for owner free issued materials, 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 authorization letter from Employer as per proforma enclosed at Serial No. 9 – ‘Form for Indemnity Bond to be executed by the Contractor’ of Section VI (Sample Forms and Procedures), in favour of the Employer against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies/taking delivery from owner stores and shall be valid till the scheduled date of Taking Over of the equipment by the Employer.

- 9.5.2 In case of divisible Contracts, where the Employer hands over his equipment to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment through Bill of Landing or other dispatch documents, furnish trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of the Employer in the form acceptable to the Employer for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Trust receipt and Indemnity Bond are enclosed at Serial No. 10 of Section VI (Sample Forms and Procedures). The Employer shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from the Employer as per proforma enclosed under Section VI (Sample Forms and Procedures).

#### **9A Acceptance of Bank Guarantees: -**

IT enabled confirmation system shall be used in addition to existing paper-based confirmation system for verification of Bank Guarantee from issuing bank as under:

Getting confirmation through digitally signed secured e-mails from issuing banks;

- i. Online verification on company portal with user id and password followed by 2<sup>nd</sup> stage authentication system generated One Time Password (OTP) on portal for reconfirmation;
- ii. E-mail confirmation followed by 2<sup>nd</sup> stage authentication by system generated SMS through registered mobile and confirmation through SMS to the verifying officer.

Employer shall evolve its own procedure adopting any one or more of the above methods for ensuring genuineness of Bank Guarantees, which is compatible with the guidelines of Banks / Reserve Bank of India in addition to existing paper-based confirmation system.

#### **10. Taxes and Duties**

- 10.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Employer.

If it is statutory requirement to make deductions towards such taxes and duties or any other applicable taxes and duties, the same shall be made by the Employer and a certificate for the same shall be issued to the Contractor.

10.2 The Contractor shall be solely responsible for the taxes that may be levied on the Contractor's persons or on earnings of any of his employees and shall hold the Employer indemnified and harmless against any claims that may be made against the Employer. The Employer does not take any responsibility whatsoever regarding taxes under Indian Income Tax Act, for the Contractor or his personnel. If it is obligatory under the provisions of the Indian Income Tax Act, deduction of Income Tax at source shall be made by the Employer.

10.3 In respect of direct transaction between the Employer and the Contractor, the exworks price is **exclusive** of all cost as well as duties and tax (viz., custom duties & levies, duties, GST etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment. GST, excise duty, local tax and other levies for the Equipment/items under 'direct transaction' including octroi/entry tax as applicable for destination site/state are not included in the ex-works price. These amounts will be payable (along with subsequent variation if any), by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor. The requisite Sales Tax declaration forms shall be issued as under:

- a) When project implementing agency or employer is a Central Public Sector Undertaking, form shall be issued by State Renewable Agency/Department to Employer for onward issuance to contractor
- b) When State Renewable Agency/Departments Employer, the form shall be issued by them.

In respect of bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Project site (sale-in-transit), the ex-works price is inclusive of all cost as well as duties and taxes (viz., custom duties & levies, duties, GST etc.) paid or payable and any such taxes, duties, levies additionally payable will be to Contractor's account and no separate claim on this behalf will be entertained by the Employer. The requisite Sales Tax declaration forms shall be issued as under:

- a) When project implementing agency or employer is a Central Public Sector Undertaking, form shall be issued by State Renewable Agency/Departments Employer for onward issuance to contractor

- a. When State Renewable Agency/Departments Employer, the form shall be issued by them.

Further, the ex-works price of (i) bought-out finished Equipment/items as 'Off the Self' items or dispatched directly from the Contractor's works are exclusive of all cost as well as duties and taxes (viz., custom duties & levies, duties, GST etc.) paid or payable and no separate claim on this behalf will be entertained by the Employer. Employer shall, however, issue requisite sales tax declaration form. ***If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Country where the site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from such tax savings to the maximum allowable extent.***

For payment/reimbursement of Sales Tax, wherever applicable, in respect of dispatches made directly from Contractor's works, invoices raised by the Contractor

shall be accepted as documentary evidence and for payment/reimbursement of GST, GSTABLE invoices raised by the Contractor shall be accepted as documentary evidence. Similarly, pre-numbered invoices duly signed by authorized signatory shall be considered as evidence for payment of Excise Duty.

- 10.4 Octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items, which shall be dispatched directly from the subvendor's works to the Employer's site (sale-in-transit) are not included in the Contract price. The applicable octroi/entry tax in respect of all the items of supply would be reimbursed to the Contractor separately by the Employer subject to furnishing of documentary proof.
- 10.5 Employer would not bear any liability on account of Service Tax. Employer shall, however, deduct such tax at source as per the rules and issue necessary Certificate to the Contractor.
- 10.6 GST on Works Contract, Turnover Tax or any other similar taxes under the GST Act for services to be performed in India, as applicable is included in Contract Price and Employer would not bear any liability on this account. Employer shall, however, deduct such taxes at source as per the rules and issue Tax Deduction at Source (TDS) Certificate to the Contractor.
- 10.7 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax" in this GCC Sub-clause 10.7). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 31 (Changes in Laws and Regulations) hereof. In the event of introduction of GST in the course of performance of contract, PIA shall examine its impact on the affected transactions under the contract in totality, for equitable adjustment in the contract price, if required. The contractor shall furnish the relevant details/documents for this purpose, as may be required by PIA. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor for which the taxes and duties are reimbursable by the Employer as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc by the Contractor and also not applicable on the bought-out items dispatched directly from sub-vendor's works to site. In respect of raw materials, intermediary components etc and bought out items, neither the Employer nor the Contractor shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract.

**D. Intellectual Property**

## **11. Copy Right**

11.1 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 supplies of materials, the copyright in such materials shall remain vested in such third party.

The Employer shall however be free to reproduce all drawings, documents and other material furnished to the Employer for the purpose of the Contract including, if required, for operation and maintenance.

11.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Contractor by the Employer herein shall remain vested in the Employer.

## **12. Confidential Information**

12.1 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 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 12.

12.2 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. 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 and Equipment, construction or such other work and services as are required for the performance of the Contract.

12.3 The obligation of a party under GCC Sub-Clauses 12.1 and 12.2 above, however, shall not apply to that information which

(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.

12.4 The above provisions of this GCC Clause 12 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.

- 12.5 The provisions of this GCC Clause 12 shall survive termination, for whatever reason, of the Contract.

**E. Execution of the Facilities**

**13. Representatives**

13.1 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 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. The Employer shall take all reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the Employer at all times during the currency 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.

All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Project Manager, except as herein otherwise provided.

**13.2 Contractor's Representative & Construction Manager**

13.2.1 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 13.2.1 shall apply thereto.

13.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency 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 13.2.1.

13.2.3 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 13.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

13.2.3.1 Notwithstanding anything stated in GCC Sub-Clause 13.1 and 13.2.1 above, for the purpose of execution of Contract, the Employer and the Contractor shall finalize and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Coordination Procedure.

13.2.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance, the Contractor's Representative shall appoint a suitable person as the construction manager, (hereinafter referred to 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 through-out 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 his or her deputy.

13.2.5 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 18.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

13.2.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 13.2.5, the Contractor shall, where required, promptly appoint a replacement.

## **14. Work Program**

### **14.1 Contractor's Organization**

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. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Contractor shall promptly inform the Employer and the Project Manager in writing of any revision or alteration of such an organization chart.

### **14.2 Program of Performance**

Within twenty-eight (28) days after the date of Notification of Award, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract (L2 Network) in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and

precommissioning 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, 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 Appendix-4 (Time Schedule) to the Contract Agreement 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 under GCC Sub-Clause 4.2 and any extension granted in accordance with GCC Clause 34 and shall submit all such revisions to the Project Manager.

In the PERT chart contractor shall clearly highlight timelines for requirement of major high value owner supplied materials.

#### 14.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 14.2 above and supply a progress report to the Project Manager every month and as & when required.

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.

#### 14.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 14.2, or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or 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 4.2, any extension thereof entitled under GCC Sub-Clause 34.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

#### 14.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on Sample Forms and Procedures of the Contract Documents.

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.

14.6 It is emphasized to conduct monthly contract review meeting with senior most officers of turnkey contractor at their headquarters or at project site. Employer shall decide venue of such monthly contract review meeting. In this meeting, three months rolling plan of mobilization of materials and manpower shall be reviewed. Progress of works achieved on ground shall also be reviewed along with all pending issues related to availability of fronts, payments, contractual issues, if any, etc. Minutes of the meeting shall be issued by Employer within a week time. Performance of contractor shall be reviewed based on commitment and actual achievement on ground. Planning, commitment, review and evaluation of performance of contractor through this meeting shall be under overall agreed project execution plan (PERT Chart).

14.7 It is also emphasized to conduct monthly contract review meeting with subcontractor in presence of senior most officers of turnkey contractor at their headquarters or at project site. Employer shall decide venue of such review meeting. In this meeting, three months rolling plan of mobilization of materials and manpower shall be reviewed. Progress of works achieved on ground shall also be reviewed along with all pending issues related to availability of fronts, payments, contractual issues, if any, etc.

## **15. Subcontracting**

The Contractor may, after informing the Project Manager and getting his written approval, assign or sub-let the Supply Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Project Manager. The experience list of equipment vendors under consideration by the Contractor for this Contract shall be furnished to the Project Manager for approval prior to procurement of all such items/equipment.

Field execution of the contract shall not be sub-contracted without written permission of the Employer. On case-to-case basis, if employer gets satisfied with, permission for subcontracting entire or part project execution work may be permitted (level-1). However, further sub-letting of field execution works by sub-contractor (Level-2) shall not be acceptable by employer. In case of further sub-letting of contract, it would be construed as non-performance and breach of the contract. Contractual action shall then be initiated as per provisions of the contract.

Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract.

15.1 The corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. 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.

- 15.2 For items or parts of the Facilities not specified in the corresponding Appendix (List of Approved Subcontractors) to the Contract Agreement **for Supply Contract(s)**, the Contractor may employ such Subcontractors as it may select, at its discretion.

## **16. Design and Engineering**

### **16.1 Specifications and Drawings**

- 16.1.1 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.

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.

- 16.1.2 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.

### **16.2 Codes and Standards**

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 after approval by the Employer and shall be treated in accordance with GCC Clause 33.

### **16.3 Approval/Review of Technical Documents by Project Manager**

- 16.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix-7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 14.2 (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 16.3.2 through 16.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

16.3.2 Within twenty-one(21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 16.3.1, 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.

16.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.

16.3.4 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 16.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalized with the Contractor.

16.3.5 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 to an Arbitrator for determination in accordance with GCC Sub-Clause 39 hereof. If such dispute or difference is referred to an Arbitrator, 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 Arbitrator upholds the Contractor's view on the dispute and if the Employer has not given notice under GCC Sub-Clause 39 hereof, 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 the Arbitrator shall decide, and the Time for Completion shall be extended accordingly.

16.3.6 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.

16.3.7 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 SubClause 16.3. If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 33 shall apply to such request.

## **17. Plant and Equipment**

17.1 Subject to GCC Sub-Clause 10.2, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

### **17.2 Employer-Supplied Plant, Equipment, and Materials**

If the corresponding Appendix – 6 (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:

17.2.1 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 14.2, unless otherwise mutually agreed.

17.2.2 or taking delivery of these materials from the railways/road transporter, unloading them from the transporter, carting them to different stores built by him for the purpose, the unloading and cartage being at the cost of the Contractor. All wharfage and demurrage charges incurred due to delay in taking delivery will be to the Contractor's account, except those due to reasons beyond his control in which case the Contractor shall immediately intimate the Project Manager for settling the claims. The Contractor shall be responsible for proper handling and storage of these materials from the time of receipt up to the time of Taking Over of the Facilities by the Employer.

17.2.3 Yards and store provided by the Contractor for stacking and storage of materials shall be open for inspection by the Employer as and when required. The cost of handling and storage shall be to the Contractor's account.

17.2.4 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. For the material being arranged by the Employer and supplied to the Contractor for erection, are received short, broken or damaged, an entry shall be made in the delivery register of the railway authorities/road transporter as far as possible and a report of the same giving

full details of shortage and damages along with a copy of report entered in the delivery register of the road transporter/railways shall be submitted by the Contractor to the Project Manager and Employer's consignee immediately. The Employer shall immediately remedy any sThe equipment & materials to be furnished by the Employer shall be supplied to the Contractor at the depots established by the Contractor or the Employer. The Lorry Receipts for the materials will be handed over to the Contractor by the representative of the Employer as and when the same are received. The Contractor shall be responsible 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 17.2.4 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.

- 17.2.5 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 22 or under any other provision of Contract.

### 17.3 Transportation

- 17.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment (supplied by turnkey contractor or free supply by Employer) and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

- 17.3.2 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 Plant and Equipment and the Contractor's Equipment.

- 17.3.3 Upon dispatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify the Employer by e-mail, telex, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.

- 17.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Employer shall use its best endeavours 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 Plant and Equipment and the Contractor's Equipment to the Site.

### 17.4 Delivery and Documents

#### 17.4.1 Delivery Documents

Upon shipment, the Contractor shall notify the Employer with full details of the dispatch and shall furnish the documents as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement

#### 17.4.2 Packing

17.4.2.1 The Contractor shall provide such packing of the Goods as it is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

17.4.2.2 The packing, marking and documentation within and outside the works shall comply strictly with such special requirements as shall be expressly provided for in the Contract and, subject to any subsequent instruction ordered by the Employer consistent with the requirements of the Contract.

#### 17.4.3 Materials Handling and Storage:

All the equipment furnished under the Contract and arriving at Site (materials supplied by contractor as well as material free issued by Employer) shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.

Contractor shall be responsible for examining all the shipment and notify the Project Manager immediately of any damages, storage, discrepancy etc, for the purpose of Project Manager's information only. The Contractor shall submit to the Project Manager every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Project Manager.

All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Project Manager. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

All the electrical equipment such as transformers, cables, insulators, motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date

of receipt till the date of commissioning and a record of such measured insulation values maintained by the Contractor. Such records shall be opened for inspection by the Project Manager.

The Contractor shall ensure that all the packing materials and protection devices, used for various equipment during transit and storage, are removed before the equipment are installed.

The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.

All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.

If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Project Manager will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc. shall be stored in the closed storage space. The Project Manager, in addition, may direct the Contractor to move certain other materials, which in his opinion will require indoor storage, to indoor storage areas, which the Contractor shall strictly comply with.

## **18. Installation**

### **18.1 Setting Out/Supervision/Labour**

**18.1.1 Benchmark:** The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to benchmarks, 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.

**18.1.2 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.

### **18.1.3 Labor:**

(a) 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.

- (b) Unless otherwise provided in the Contract, the Contractor at its own expense shall be responsible for the recruitment, transportation, accommodation and catering of all labor, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.
- (c) 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 behaviour by or amongst its employees and the labor of its Subcontractors.
- (d) 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.

## 18.2 Contractor's Equipment

18.2.1 All Contractors' 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.

18.2.2 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.

18.2.3 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 the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

## 18.3 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.

### 18.3.1 Compliance with Labour Regulations

18.3.1.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations

bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

18.3.1.2 The Contractor shall keep the Project Manager indemnified in case any action is taken against the Contractor by the competent authority on account of contravention of any of the provisions of any Act or rules made thereunder, regulations or notifications including amendments.

18.3.1.3 If the Project Manager/Employer is caused to pay under any law as principal employer such amounts as may be necessary to cause or observe, or for nonobservance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Project Manager shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Project Manager/Employer including his amount of performance security for adjusting the aforesaid payment. The Project Manager shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Project Manager/Employer.

Notwithstanding the above, the Contractor shall furnish to the Project Manager the details/documents evidencing the Contractor's compliance to the laws applicable to establishments engaged in building and other construction works, as may be sought by the Project Manager. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees' Provident Fund and Misc. Provisions Act 1952 or latest to the Project Manager.

18.3.1.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:

- (a) Workmen Compensation Act 1923 or latest: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972 or latest: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more or on death at the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.
- (c) Employee P.F. and Miscellaneous Provision Act 1952 or latest: The Act provides for monthly contribution by the turnkey contractor plus his workers @10% or 8.33%. The benefits under the Act are:
  - (i) Pension or family pension on retirement or death, as the case may be.
  - (ii) Deposit linked insurance on death in harness of the worker.
  - (iii) Payment of P.F. accumulation on retirement/death etc.



- (d) Maternity Benefit Act 1951 or latest: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970 or latest: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948 or latest: The Contractor is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.
- (g) Payment of Wages Act 1936 or latest: It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979 or latest: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965 or latest: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 3500/- per month or less. The bonus is to be paid to employees getting Rs. 2500/- per month or above upto Rs. 3500/- per month shall be worked out by taking wages as Rs. 2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The above guidelines shall be liable to change with the change in act/notification by relevant statutory authority.
- (j) Industrial Dispute Act 1947 or latest: The Act lays down the machinery the procedure for resolution of Industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946 or latest: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the employer (i.e. turnkey contractor) on matters provided in the Act and get the same certified by the designated Authority.

- (l) Trade Unions Act 1926 or latest: The Act lays down the procedure for registration of trade unions of workmen and contractors. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
  
- (m) Child Labour (Prohibition & Regulation) Act 1986 or latest: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
  
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service Act 1979 or latest: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home up to the establishment and back, etc.
  
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 or latest and the Cess Act of 1996 or latest: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The turnkey contractor of the establishment is required to provide safety measures at the electrical construction site, substations, building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the workplace etc. The turnkey contractor to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.
  
- (p) Factories Act 1948 or latest: The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

#### 18.3.2 Protection of Environment

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as consequence of his methods of operation.

During continuance of the Contract, the Contractor and his Sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made thereunder, regulations, notifications and byelaws of the State or Central Government, or local authorities and any other law, byelaw, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

Salient features of some of the major laws that are applicable are given below:

The Water (Prevention and Control of Pollution) Act, 1974 or latest, this provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substance into water (whether directly or indirectly) as may, or is likely to, create a nuisance or render such water harmful or injurious to public health or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquatic organisms.

The Air (Prevention and Control of Pollution) Act, 1981 or latest, this provides for prevention, control and abatement of air pollution. 'Air Pollution' means the presence in the atmosphere of any 'air pollutant', which means any solid, liquid or gaseous substance (including noise) present in the atmosphere in such concentration as may be or tend to be injurious to human beings or other living creatures or plants or property or environment.

The Environment (Protection) Act, 1986 or latest, this provides for the protection and improvement of environment and for matters connected therewith, and the prevention of hazards to human beings, other living creatures, plants and property. 'Environment' includes water, air and land and the inter-relationship which exists among and between water, air and land, and human beings, other living creatures, plants, micro-organism and property.

The Public Liability Insurance Act, 1991 or latest, this provides for public liability insurance for the purpose of providing immediate relief to the persons affected by accident occurring while handling hazardous substances and for matters connected herewith or incidental thereto. Hazardous substance means any substance or preparation which is defined as hazardous substance under Environment (Protection) Act, 1986 or latest, and exceeding such quantity as may be specified by notification by the Central Government.

### 18.3.3 Safety Precautions

18.3.3.1 The Contractor shall observe all applicable regulations regarding safety on the Site. Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until Taking Over, provide:

- a) Fencing, lighting, guarding and watching of the Works, and

- b) Temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Employer / his representatives and occupiers of adjacent property, the public and others.

18.3.3.2 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Employer or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Project Manager, as he may deem necessary.

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

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

18.3.3.4 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934 or latest, Explosives Act, 1948 or latest and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Project Manager. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

18.3.3.5 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of Employer in this regard.

18.3.3.6 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948 or latest or latest, Indian Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the

Contractor and will be promptly produced as and when desired by the Project Manager or by the person authorised by him.

- 18.3.3.7 The Contractor shall be fully responsible for the safe storage of his and his SubContractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.
- 18.3.3.8 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Project Manager who will also have right to examine this safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 18.3.3.9 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 18.3.3.10 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 18.3.3.11 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Employer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Employer to handle such fuses, wiring or electrical equipment
- 18.3.3.12 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Employer, he shall:
- a. Satisfy the Project Manager that the appliance is in good working condition;
  - b. Inform the Project Manager of the maximum current rating, voltage and phases of the appliances;
  - c. Obtain permission of the Project Manager detailing the sockets to which the appliances may be connected.
- 18.3.3.13 The Project Manager will not grant permission to connect until he is satisfied that;
- a. The appliance is in good condition and is fitted with suitable plug;
  - b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 18.3.3.14 No electric cable in use by the Contractor/Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

- 18.3.3.15 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Project Manager and a permit to work shall be issued by the Project Manager before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.
- 18.3.3.16 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.
- 18.3.3.17 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.  
The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Project Manager with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.
- 18.3.3.18 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Project Manager in prescribed form and also to all the authorities envisaged under the applicable laws.
- 18.3.3.19 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.
- 18.3.3.20 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in GCC Sub-Clause 18.3.3.19 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 18.3.3.21 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following: Safety Rules
- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.

- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate firefighting equipment shall be provided at crucial location.
- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- g) The staircases and passageways shall be adequately lighted.
- h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
- j) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- k) In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.

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

18.3.3.23 If the Contractor fails in providing safe working environment as per Employer Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided in GCC Sub-Clause 18.3.3.19 above, the Contractor shall promptly pay to Employer, on demand by the Employer, compensation at the rate of Rs. 5,000/- per day of part thereof till the instructions are complied with and so certified by the Project Manager. However, in case of accident taking place causing

injury to any individual, the provisions contained in GCC Sub-Clause 18.3.3.24 shall also apply in addition to compensation mentioned in this Clause.

18.3.3.24 If the Contractor does not take adequate safety precautions and/or fails to comply with the Safety Rules as prescribed by the Employer or under the applicable law for the safety of the equipment and plant or for the safety of personnel or the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or Employer's employees or any other person who are at Site or adjacent thereto, then the Contractor shall be responsible for payment of a sum as indicated below to be deposited with the Employer, which will be passed on by the Employer to such person or next to kith and kin of the deceased:

a.	Fatal injury or accident causing death	Rs. 1,000,000/- per person
b.	Major injuries or accident causing 25% or more permanent disablement	Rs. 1,00,000/- per person

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The amount to be deposited with Employer and passed on to the person mentioned above shall be in addition to the compensation payable under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Contractor does not deposit the above-mentioned amount with Employer, such amount shall be recovered by Employer from any monies due or becoming due to the Contractor under the contract or any other on-going contract.

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

18.3.3.26 The Contractor shall also submit 'Safety Plan' as per proforma specified in Section – Sample Forms and Procedures of the Bidding Documents along with all the requisite documents mentioned therein and as per check-list contained therein to the Project Manager for its approval within 60 days of award of Contract.

Further, one of the conditions for release of first progressive payment / subsequent payment towards Services Contract shall be submission of 'Safety Plan' along with all requisite documents and approval of the same by the Project Manager.

#### 18.4 Opportunities for Other Contractors

18.4.1 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.



- 18.4.2 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.
- 18.4.3 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.
- 18.4.4 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.
- 18.5      **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. In case such work is not in the scope of the Contractor, the cost of such remedial work shall be borne by the Employer.
- 18.6      **Site Clearance**
- 18.6.1 **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.
- 18.6.2 **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 clean and safe.

**18.7 Watching and Lighting**

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.

**18.8 Work at Night and on Holidays**

18.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this GCC Sub-Clause 18.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

18.8.2 Notwithstanding GCC Sub-Clauses 18.8.1 or 18.1.3, 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 Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

**19. Test and Inspection**

19.1 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 Equipment and any part of the Facilities as are specified in the Contract.

19.2 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.

19.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give four weeks 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.

19.4 The Contractor shall provide the Project Manager with a certified report of the results of any such test and/or inspection.

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.

19.5 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 impedes 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.

19.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 19.3.

19.7 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 and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitrator for determination in accordance with GCC Sub-Clause 39.

19.8 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 and Equipment 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.

19.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment 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 19.4, shall release the Contractor from any other responsibilities under the Contract.

19.10 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 part 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.

19.11 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 19.10 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.

## **20. Completion of the Facilities and Operational Acceptance**

20.1 Completion of the Facilities

20.1.1 Physical Completion

20.1.1.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting

the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

20.1.2 Pre-Commissioning

20.1.2.1 Within seven (7) days after receipt of the notice from the Contractor under GCC SubClause 20.1.1.1, the Project Manager shall deploy the operating and maintenance personnel and other material if so specified in the corresponding Appendix – 6 (Scope of Works and Supply by the Employer) to the Contract Agreement for Precommissioning of the Facilities or any part thereof.

20.1.2.2 As soon as reasonably practicable after the operating and maintenance personnel have been deployed by the Employer and other materials have been provided by the Employer in accordance with GCC Sub-Clause 20.1.2.1, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof, in presence of the Employer's representatives, as per procedures detailed in Technical Specifications in preparation for Commissioning.

20.1.2.3 As soon as all works in respect of Pre-commissioning are successfully completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall notify the Project Manager in writing.

20.1.2.4 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.2.3, notify the Contractor in writing of any defects and/or deficiencies.

20.1.2.5 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 20.1.2.2. If in the opinion of the Contractor, the Facilities or any part thereof is now ready for Commissioning, the Contractor shall again notify the Project Manager in writing. If further defects and/or deficiencies are not notified by the Project Manager and if the Project Manager is satisfied that the Pre-commissioning of Facilities or that part thereof have been successfully completed, the Project Manager shall, within seven (7) days after receipt of the Contractor's such notice, advise the Contractor to proceed with the Commissioning of the Facilities or part thereof.

20.1.2.6 If the Project Manager 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 20.1.2.4 or within seven (7) days after receipt of the Contractor's notice on completion of repeat procedure under GCC Sub-Clause 20.1.2.5, then the Pre-commissioning of the Facilities or that part thereof shall be considered to have been successfully completed as of the date of the Contractor's notice.

20.1.2.7 As soon as possible after Pre-commissioning, 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.

20.1.2.8 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to Sub-Clause 20.1.2 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 Employer's control, the following provisions shall apply:

When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above GCC Sub-Clause 20.1.2.8, 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 21.2.
- b) payments due to the Contractor in accordance with the provisions specified in Appendix I (Terms and Procedures of Payment) to the Contract Agreement, which would have not been payable in normal circumstances due to noncompletion of the said activities and obligations, 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 these payments, subject to the provisions of GCC Sub-Clause 21.2.9 below.
- c) the expenses payable by the Contractor to the Bankers toward the extension of above security and extension of other securities under the Contract, of which validity need to be extended, shall be reimbursed to the Contractor by the Employer against documentary evidence.
- d) the additional charges toward the care of the Facilities pursuant to GCC SubClause 28.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in GCC Sub-Clause 20.1.2.10 below. The provisions of GCC SubClause 29.2 shall apply to the Facilities during the same period.

20.1.2.9 In the event that the period of suspension under GCC Sub-Clause 20.1.2.8 actually exceeds one hundred eighty (180) days, the Employer and the Contractor shall mutually agree to any additional compensation payable to the Contractor.

20.1.2.10 As and when, after the period of suspension under GCC Sub-Clause 20.1.2.8, the Contractor is notified by the Project Manager that the Facilities are ready for Precommissioning, the Contractor shall proceed without delay in performing all activities and obligations under the Contract.

### 20.1.3 Commissioning

20.1.3.1 Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after being advised by the Project Manager, pursuant to GCC Sub-Clause 20.1.2.5 or immediately after the Pre-commissioning is considered to be completed under GCC Sub-Clause 20.1.2.6.

20.1.3.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in bid documents.

20.1.3.2 The Employer shall, to the extend specified in Appendix – 6 (Scope of works and supply by the Employer), deploy the operating and maintenance personnel and supply all raw

materials, utilities, lubricants, chemicals, catalysts, facilities, services and other materials required for commissioning.

20.1.3.3 In the event that the Contractor is unable to proceed with the Commissioning of the Facilities pursuant to Sub-Clause 20.1.3 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 Employer's control, the provisions of GCC Sub-Clause 20.1.2.8 to 20.1.2.9 shall apply.

20.1.3.4 As and when, after the period of suspension under GCC Sub-Clause 20.1.2.8, the Contractor is notified by the Project Manager that the Facilities are ready for Commissioning, the Contractor shall proceed without delay in performing all activities and obligations under the Contract.

#### 20.1.4 Trial - Operation

20.1.4.1 Trial – Operation of the Facilities or any part thereof shall be commenced by the Contractor immediately after the Commissioning is completed pursuant to GCC SubClause 20.1.3.1.1.

20.1.4.2 Trial – Operation of the Facilities or any part thereof shall be completed by the Contractor for the period specified in Technical Specification (or for a continuous period of 24 hours where such period is not specified in Technical Specification) and as per procedures detailed in Technical Specifications.

20.1.4.3 At any time after the events set out in GCC Sub-Clause 20.1.4.2 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Taking Over Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

20.1.4.4 The Project Manager shall within twenty-one (21) days after receipt of the Contractor's notice, issue an Taking Over Certificate.

#### 20.1.5 Taking Over

20.1.5.1 Upon successful Trial – Operation of the Facilities or any part thereof, pursuant to GCC Sub-Clause 20.1.4, the Project Manager shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

20.1.5.2 If within twenty one (21) days after receipt of the Contractor's notice, the Project Manager fails to issue the Taking Over Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's said notice.

20.1.5.3 Upon Taking Over of the Facilities or any part thereof, 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.

#### 20.2 Operational Acceptance

##### 20.2.1 Guarantee Test

20.2.1.1 The Guarantee Test (and repeats thereof), if any specified in the SCC and/or the Technical Specification, shall be conducted by the Contractor after successful Trial – Operation 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 Contract Documents or if otherwise required as per the Technical Specifications. The Contractor's and Project Manager's advisory personnel may witness the Guarantee Test. The Contractor shall promptly provide the Employer with such information as the Employer may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

20.2.1.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the time stipulated in the Technical Specifications the period for completing the same shall be as agreed upon by the Employer and the Contractor.

## 20.2.2 Operational Acceptance

20.2.2.1 Operational Acceptance shall occur in respect of the Facilities or any part thereof as mentioned below:

- (I) In case no Functional Guarantees are applicable, Operational Acceptance shall occur when the Facilities or part thereof have been successfully Commissioned and Trial – Operation for the specified period have been successfully completed
- (II) In case Functional Guarantees are applicable, Operational Acceptance shall occur when the Functional Guarantees are met or the Contractor has paid liquidated damages specified in GCC Sub-Clause 23.3 hereof; or

20.2.2.2 At any time after any of the events set out in GCC Sub-Clause 20.2.2.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

20.2.2.3 The Project Manager shall within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

20.2.2.4 Upon Operational Acceptance, pursuant to GCC Sub-Clause 20.2.2.2, the Project Manager shall issue to the Contractor an Operational Acceptance Certificate as a proof of the final acceptance of the Plant and Equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

20.2.2.5 If within fourteen (14) 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 at the date of the Contractor's said notice.

### 20.3 Partial Acceptance

20.3.1 If the Contract specifies that Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Commissioning including the Trial – Operation and Guarantee Test shall apply to each such part of the Facilities individually, and the Operational Acceptance Certificate shall be issued accordingly for each such part of the Facilities.

## **20A. Quantity Variation**

- I. The quantity of all equipment/materials given in the Price Schedules of the bidding documents are provisional. The variation in quantity shall be limited to plus/minus (+/-) thirty percent (30%) for the individual items, total variations in all items under the contract shall be limited to ten percent (10%) of the contract price. For quantity variation of the individual items beyond twenty percent (20%), the matter shall be referred to the Employer for mutually agreed rates.
- II. However, in case of highly quoted rate of individual item as compared to its estimated cost, efforts shall be made so that no positive deviation in quantity during execution shall be permitted to its award quantity. However, in case, deviations are found inevitable, present market rate analysis of the item shall be made.
- III. The Contractor shall be responsible for supply and execution of such final quantities for completion of the project and they shall be paid for such finalized quantity within plus ten percent (+) 10% overall deviation limit.

## **F. Guarantees and Liabilities**

### **21. Completion Time Guarantee**

21.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the SCC) within the Time for Completion specified in the **SCC** pursuant to GCC Sub-Clause 4.2, or within such extended time to which the Contractor shall be entitled under GCC Clause 34 hereof.

21.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause GCC 21 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price **for the whole of the facilities, (or a part for which a separate time for completion is agreed)** as liquidated damages for such default and not as a penalty, without prejudice to the Employer's other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion and the date stated in Taking Over Certificate of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price **for the whole of the facilities, (or a part for which a**



**separate time for completion is agreed).** The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

**21.3 No bonus will be given for earlier Completion of the Facilities or part thereof. 21A. Pre-dispatch Inspection:**

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 5 working day time. Depending on requirement, inspection shall be witnessed by representatives of Employer, Contractor and/or REC for following equipment:

Household Standalone System:

- a. Solar PV panel
- b. Inverter less charge controller
- c. Stationary Batteries
- d. Luminaries like Tube light, LED lamp
- e. DC Fan
- f. Steel fabricated material
- g. Cables

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.

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 reinspection shall be carried out on expense of contractor. 2<sup>nd</sup> 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, recycled materials, re-used 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 SAUBHAGYA projects.

## **22. Defect Liability**

22.1 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 and Equipment supplied and of the work executed.

22.1.1 Volume of concreting: If it was observed by employer, quality monitoring agencies and/or REC/MoP that volume and quality of concreting used in foundation of support, equipment foundation, 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.

22.1.2 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.

22.2 The Defect Liability Period shall be **Twelve (12) months** from the date of Taking Over /Completion of Facilities (or any part thereof).

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the 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 cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defector 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 (c) normal wear and tear.

22.3 The Contractor's obligations under this GCC Clause 22 shall not apply to

- (a) any materials that are supplied by the Employer under GCC Sub-Clause 17.2, 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

- (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 SubClause 22.7.

22.4 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.

22.5 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 22. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment 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.

22.6 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.

22.7 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.

22.8 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, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 22.2 from the time of such replacement/repair of the facilities or any part thereof.

22.8.1 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 of ten (10) years from the end of Defect Liability Period. 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 22, but later.

22.9 Except as provided in GCC Clauses 22 and 29, 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 and Equipment, design or engineering or work executed that appear after Defect Liability Period except for the liability towards obligations that may survive in terms of the Contract after Defect Liability Period, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

## **22 (A) Maintenance of facilities**

The contractor shall be responsible for maintenance of standalone systems installed on premises of households for 5 (five Years) from the date of commissioning of respective system. The Contractor shall submit the Performance Operation Guarantee (POG) in form of Bank Guarantee for an amount of 10% of contract amount. POG shall be submitted within one month from date of commission of the system.

The Project Manager shall release the Contract Performance Guarantee after the successful completion of Performance Guarantee of the System and after submission & successful verification of Performance Operated Guarantee. The Project Manager shall make all efforts to release the Contract Performance Guarantee within 15 days of submission of Performance Operation Guarantee. POG may initially be submitted for one year and later extend the POG well before its expiry every year till 5 years from date of commissioning.

## **23. Functional Guarantees**

23.1 The Contractor guarantees that the Facilities and all parts thereof shall attain the Functional Guarantees specified in the Technical Specifications, subject to and upon the conditions therein specified.

23.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Technical Specifications 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 36.2.2 and recover the payments already made to the Contractor.

23.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Technical Specifications are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in the Technical Specifications is met, the Contractor shall, at the Contractor's option, either

- (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 within a mutually agreed time and shall request the Employer to repeat the Guarantee Test, or
- (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the **SCC**.

23.4 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 23.3, up to the limitation of liability specified in the **SCC**, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 23.3, 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.

#### ***24. Equipment Performance Guarantees***

24.1 The Contractor guarantees that the Equipment, named in the SCC, shall attain the rating and performance requirements specified in Appendix – 8 (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement, subject to and upon the conditions therein specified.

24.2 If the guarantees specified in Appendix 8 (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement are not established, then the Employer shall reject the equipment.

24.3 In case the Employer rejects the equipment, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the equipment or any part thereof as may be necessary to meet the specified 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 Test until the level of the specified guarantee has been met.

## **25. Patent Indemnity**

25.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 25.2, 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.

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.

25.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 25.1, 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. 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 defence of any such proceedings or claim.

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.

25.3 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.

## **26.     *Limitation of Liability***

26.1       Except in cases of gross negligence or wilful misconduct,

(a) the Contractor and the Employer shall not be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and

(b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

26.2 All payments to subcontractor shall be made by contractor. Contractor shall indemnify Employer from any legal issues related to delay in payment or not making any payment to sub-vendor/sub-contractor.

## **G.       Risk Distribution**

### **27.     *Transfer of Ownership***

27.1 Imported finished items are not covered under the contract. Only indigenous finished items are covered under the contract.

27.2 Ownership of the Plant and Equipment (including spare parts) procured in India, shall be transferred to the Employer upon loading on to the mode of transport to be used to carry the Plant and Equipment from the works to the site and upon endorsement of the dispatch documents in favour of the Employer.

27.3       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.

27.4 Ownership of any Plant and Equipment 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 and Equipment in question are no longer required for the Facilities provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.

27.5 Notwithstanding the transfer of ownership of the Plant and Equipment, 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 28 (Care of Facilities) hereof until Completion of the Facilities and Taking Over pursuant to GCC Clause 20 or the part thereof, if any, as per GCC Sub-Clause 1.1(e) in which such Plant and Equipment are incorporated.

## **28. Care of Facilities**

28.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Taking Over Certificate pursuant to GCC Clause 20 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 22. Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by 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.

## **29. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification**

29.1 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.

29.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 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.

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 defence of any such proceedings or claim.



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.

29.3 Notwithstanding anything in this Contract to the contrary, it is agreed that neither the Contractor nor the Employer shall be liable to the other party for loss of production, loss of profit, loss of use or any other indirect or consequential damages.

### **30. Insurance**

30.1 To the extent specified in the corresponding Appendix-3 (Insurance Requirements) to the Contract Agreement, 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.

(a) Marine Cargo Policy/Transit Insurance Policy:

(I)(i) Marine Cargo policy for imported equipment

Since imported finished materials are not permitted under the contract, this policy shall not be applicable,

(I)(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/subContractor'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.

- (II) 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.

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.

- (III) The following add-on covers shall also be taken by the Contractor:
- i) Earthquake ii) Terrorism
  - iii) Escalation cost (approximately @10% of sum insured on annual basis)
  - iv) Extended Maintenance cover for Defect Liability Period v) Design Defect

- vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than 100 crores, cover for offsite storage/fabrication (over 100 crores).
- (IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:

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.

- (V) As per para 30.8 below, 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.
- (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.

(c) Automobile Liability Insurance

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.

30.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insured's under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy 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.

30.3 The Contractor shall, in accordance with the provisions of the corresponding Appendix – 3 (Insurance Requirements) to the Contract Agreement, 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.

30.4 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.

30.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the corresponding Appendix – 3 (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause 30.5.

30.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 30.1, 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. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 30.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer.

30.7 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 30, and the monies payable by any insurers under all the insurance except Third Party Liability Insurance and Workmen Compensation Policy, shall be paid to the joint account of the Employer and the Contractor as mutually agreed and such amounts paid shall be apportioned between the Employer and the Contractor in accordance with the

respective responsibilities under the Contract. 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.

30.8 Further all equipment and materials being supplied by Employer for the erection (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading up to the time of taking over by Employer including handling, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by Employer to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from Employer before taking the insurance. The insurable value of the equipment being supplied by Employer shall be intimated to the Contractor for arranging the insurance.

30.9 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and Employer shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

### **31. *Change in Laws and Regulations***

31.1 If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (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. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Employer shall be the sole judge. 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 Appendix-2 to the Contract Agreement.

### **32. Force Majeure**

32.1 “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 war be declared or not), invasion, act of foreign enemy and civil war,
- (b) rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civil commotion,
- (c) earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,

32.2 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.

32.3 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.

32.4 The party who has given such notice 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 34.

## **H. Change in Contract Elements**

### **33. Change in the Facilities**

33.1 Introducing a Change

33.1.1 Subject to GCC Sub-Clause 33.2.5, 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.

33.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer (with a copy to the Project Manager) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities.

33.1.3 Changes made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall not be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

33.1.4 The procedure on how to proceed with and execute Changes is specified in GCC SubClauses 33.2 and 33.3.

### 33.2 Changes Originating from Employer

33.2.1 The pricing of any Change shall, as far as practicable, be calculated in accordance with the rates and prices included in the Contract. If such rates and prices are inequitable, the parties thereto shall agree on specific rates for the valuation of the Change.

33.2.2 The Contract Price for (i) the items for which quantities have been indicated as lump sum or lot or set and/or (ii) where the quantities are to be estimated by the Contractor shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ)/Billing breakup of lump sum quantities/lot/Set and/or (ii) estimated by the Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/billing breakup and /or estimated by the Contractor, are required for successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no additional payment shall be made over and above the lump sum Contract Price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the Contractor and they shall be allowed to take back the same from the site for which no deduction from the lump sum Contract Price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the Contractor, the lump sum contract price shall remain unchanged and no deduction shall be made from the lump sum price due to such reduction of quantities.

It shall be the responsibility of the Contractor to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material which would otherwise



have been, lawfully payable in case of non-deemed export contracts. The Contractor shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the Contractor by Employer.

Set/Lot/Lump sum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Technical Specifications and the Billing breakup referred to above shall be issued by the Employer based on Contractor's request, if and as may be required during the currency of the Contract.

33.2.3 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 33 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement by more than the percentage specified in **SCC**, the Employer and the Contractor shall mutually agree on specific rates for valuation of the Change beyond the specified percentage.

***For the said purpose, the Contract Price means the Contract Price of the Facilities notwithstanding the Construction of the Contract.***

33.2.4 If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change and all matters therein related to the change. Based on the same, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

33.2.5 The Employer shall issue the Contractor with a Change Order pursuant to GCC SubClause 33.2 by way of amendment to the Contract or in any other manner deemed appropriate. Even if the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters related to the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order" ("Pending Agreement Amendment").

Upon receipt of a Pending Agreement Change Order, the Contractor shall immediately proceed with effecting the Changes covered by such Order. The parties shall thereafter attempt to reach agreement on the outstanding issues under the Change Proposal.

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Arbitrator in accordance with the provisions of GCC Clause 38 & 39.

33.3 Changes Originating from Contractor

33.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 33.1.2, the Contractor shall submit to the Project Manager a written “Request for Change Proposal”, giving reasons for the proposed Change and which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on any other provisions of the Contract.

Upon receipt of the Request for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 33.2.1 and 33.2.5. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Request for Change Proposal.

### ***33A. Surplus Materials***

- a. On completion of the works all such materials supplied by contractor for erection that remain unutilized, if any, shall be taken back by Contractor after detailed materials and payment reconciliations.
- b. The Contractor, within two (2) months from the taking over of the equipment/ materials under the work, shall submit payment and materials account for the reconciliations, failing which necessary recoveries will be made from the outstanding bills of the Contractor for the cost of the materials left unaccounted as decided by the Project Manager.

### ***34. Extension of Time for Completion***

34.1 The Time(s) for Completion specified in the SCC 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:

- (a) any Change in the Facilities as provided in GCC Clause 33
- (b) any occurrence of Force Majeure as provided in GCC Clause 32
- (c) any suspension order given by the Employer under GCC Clause 35 hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 35.2 or
- (d) any changes in laws and regulations as provided in GCC Clause 31 or
- (e) 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.

- 34.2 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 to Arbitration, pursuant to GCC Sub-Clause 39.
- 34.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

### **35. Suspension**

- 35.1 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 thereof. 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.

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 33, 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 33 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 36.1.

- 35.2 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 35, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 34.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction 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.

35.3 During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

### **36. Termination**

#### **36.1 Termination for Employer's Convenience**

36.1.1 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 36.1.

36.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 36.1.1, the Contractor shall either immediately or upon the date 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) (ii) below
- (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
- (d) In addition, the Contractor, subject to the payment specified in GCC SubClause 36.1.3, shall
  - (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 and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
  - (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.

36.1.3 In the event of termination of the Contract under GCC Sub-Clause 36.1.1, 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 36.1.2
- (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.

## 36.2 Termination for Contractor's Default

36.2.1 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 SubClause 36.2:

- (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 37.
- (c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If the contractor fails to achieve mutually agreed deadline (as set in mutually agreed Project Execution Plan/PERT chart) for consecutive 3 months, Employer shall issue contract termination notice giving suitable time to contractors which may be up to time agreed between employer and contractor. In case, contractor does not improve its performance as per contract termination notice, which shall be within overall plan under mutually agreed project

execution plan, employer will terminate the contract and encash performance securities.

For the purpose of this Sub-Clause:

“corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

“fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

“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;

“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;

“obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s 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

(bb) acts intended to materially impede the exercise of the Employer’s inspection and audit rights.

In pursuance of its policy, the Employer will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

#### 36.2.2 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 35.2) 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 sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 14.2 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, 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 36.2.

36.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 36.2.1 or 36.2.2, 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 and Equipment 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.

36.2.4 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.

36.2.5 Subject to GCC Sub-Clause 36.2.6, 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 and Equipment 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 36.2.3. Any sums due to 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.

36.2.6 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 36.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 36.2.5, the Employer shall pay the balance to the Contractor. For facilitating such payment the Employer shall encash the Bank Guarantees of the Contractor available with the Employer and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Employer may have with 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.



36.3 In this GCC Clause 36, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant and Equipment 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.

36.4 In this GCC Clause 36, 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 corresponding Appendix (Terms and Procedures of Payment) to the Contract Agreement.

### **37. Assignment**

37.1 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, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

## **I. Resolution of Disputes**

### **38. Settlement of Disputes**

38.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.

38.2 If the parties fail to resolve such a dispute or difference by mutual consultation at the execution site level, then the dispute shall be referred by the Contractor to the Project Manager, who, within a period of thirty (30) days after being requested by Contractor to do so, shall give written notice of his decision.

38.2.1 The decision/instruction of the Project Manager shall be deemed to have been accepted by the Contractor unless notified by the Contractor of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.

38.2.2 In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the

Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.

38.3 In case of dispute or difference between the Employer and the Contractor, if the Employer intends to go for Arbitration, he shall notify such intention to the Contractor.

### **39. Arbitration**

39.1 All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

39.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

39.3 The language of the arbitration proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be OREDA, Bhubaneswar (headquarter).

39.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

39.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

### **40. *Up-front intimation of approved manufacturers and criterion for Fresh Vendor approval:***

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 SAUBHAGYA works. No separate approval for vendor shall be required from Employer.

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.

**41. Up-front intimation of Guaranteed Technical Particulars:**

Technical Specifications are enclosed with the bid documents. Employer shall up-front intimate acceptable Guaranteed Technical Particulars of various materials through their web portal.

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.

In event of change in name of vendor or change in GTP parameter, separate approval of Employer shall be sought by successful turnkey contractor.

**42. *Turnkey contractor's Store at Project site:***

"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 neighbouring 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-today operation through trained Storekeeper.

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, 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 storekeeper. 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.

**43. *Handing over of assets:***

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 joint completion certificate duly signed by the beneficiary, vendor and Assistant Director (Tech) RE Cell of the concerned district .

**44. *Supply of Materials in lots:***

Item wise mobilization of materials shall be planned in 6 lots. Employer shall arrange pre-dispatch inspections for 6 lots at his own expenditure. Any additional resource mobilization for inspection of materials by employer beyond 6 lots shall be chargeable at actual. However, in case of approved quantity variation, employer may consider to increase the number of Lots.

**45. Contract Closing:**

On completion of handing over formality and successfully completion of defect liability / guarantee period, the contract shall be closed on completion of following formality:

- I. Material reconciliation of owner free issued materials as well as material supplied by turnkey contractor,
- II. Payment reconciliations, submission and verifications that reconciliation of payment toward statutory provisions like CST/VAT/Entry Tax/Excise Duty, any other dues etc. Reconciliation statement shall be verified and vetted by chartered accountant.
- III. Approval for extension of Completion period, with or without compensation, as required.
- IV. Certification from agency regarding payment of dues to its
  - i. Sub-vendors
  - ii. Workers/ contract labourers,
  - iii. Payment of statutory dues toward Provident Funds, wages etc as required.
- 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.
- VI. Removal of construction meant for site stores, hutment, labour colony etc. in the premises of EMPLOYER.
- VII. Certificate from Project Manager in charge regarding final amendment of drawings and detailed of such amendments,
- VIII. Drawing receipt certificate by the Project Manager,
- 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 work by Project Manager,
- XIII. Certificate regarding return of Performance Security / Indemnity Bond by Project Manager/Employer.

#### **46. Banning of business dealings**

**46.1.** *Employer shall ban 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. Misbehaviour 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,
- k. If it is established that Contractor has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- l. If the Contractor uses intimidation/threatening or brings undue outside pressure on the Project Manager or his authorised representatives or its officials in acceptance / performance of the job under the contract.
- m. If the Contractor indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- n. If the Contractor is found to be involved in cartel formation during bidding.

- o. On wilful 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. 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.
- q. Established litigant nature of the Contractor to derive undue benefit;
- r. Continued poor performance of the Contractor;
- s. If the Contractor violates the provisions of the Integrity Pact provided in the Contract.
- t. If the Contractor commits fraud as defined under the Fraud Prevention Policy of Employer.
- 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.
- 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.
- w. If the security consideration, including questions of loyalty of the Contractor to the state, so warrants;

#### **47. Documentation**

##### **47.1. GENERAL**

- 47.1.1. *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.*
- 47.1.2. *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.*
- 47.1.3. *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.*
- 47.1.4. *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.*
- 47.1.5. *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.*

*47.1.6. All documentation shall be in English language.*

**47.2. REQUIREMENTS FOR SUBMISSION OF DOCUMENTS, INFORMATION AND DATA BY THE CONTRACTOR**

*47.2.1. 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.*

*47.2.2. 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".*

*47.2.3. 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.*

*47.2.4. The Contractor shall supply 4 hard copies of all drawings and documents.*

*47.2.5. 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.*

**47.3. DOCUMENTS FOR APPROVAL**

*47.3.1. 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

*47.3.2. 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 "II" 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.*

- 47.3.3. *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.*
- 47.3.4. *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".*
- 47.3.5. *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.*
- 47.3.6. *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.*

#### **47.4. 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.

#### **47.5. BASIC REFERENCE DRAWINGS**

- 47.5.1. *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.*
- 47.5.2. *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.*



- 47.5.3. *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.*
- 47.5.4. *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.*
- 47.5.5. *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.*
- 47.5.6. *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.*
- 47.5.7. *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.*

**SECTION – V**  
**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**Special Conditions of Contract (SCC)****SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following bid specific data for the Plant and Equipment to be procured shall amend and/or supplement the provisions in the General Conditions of Contract (GCC)

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	GCC 1.1(o)	<b>Supplementing Sub-Clause GCC 1.1(o)</b>  The Employer is: Odisha Renewable Energy Development Agency (OREDA)  Telephone Nos.: (0674) 2588260,2586398,2580554  Fax No.: 2586368  Email Address: <a href="mailto:ceoreda@oredaorissa.com">ceoreda@oredaorissa.com</a>  For the purpose of execution of the contract, the contractual activities shall be performed by the Employer “for and on behalf of the Owner” except in cases where the Owner itself is statutorily required to do so.
2.	GCC 1.1(w)	<b>Supplementing Sub-Clause GCC 1.1(w)</b>  The Owner is:  Government of Odisha
3.	GCC 1.1 (ee)	<b>Supplementing Sub-Clause GCC 1.1(ee)</b>  Time for Completion: 4 (four months)

4.	GCC 2.1	<p>GCC 2.1.1 The Contracts to be entered into with the successful Bidder shall be as under :</p> <ul style="list-style-type: none"> <li>- First Contract: For Ex-Works supply of all equipment and materials (Ex-Works Supply Contract)</li> <li>- Second Contract: For providing all erection services including inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the "First Contract", and any other services specified in the Contract Documents</li> </ul>
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Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>(Services Contract).</p> <p>GCC 2.1.2 The award of two separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the facilities as per Specification and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor.</p> <p>GCC 2.1.3 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the second will be retained by the Employer.</p> <p>GCC 2.1.4 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.</p> <p>GCC 2.1.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least Two (2) true copies of Contract Agreement within fifteen (15) days after signing of the Contract.</p>

5.	GCC 8.3	<p><b>Addition of following new Sub-Clause after GCC 8.2:</b></p> <p>All the payments up to 60% of project cost of infrastructure to the Contractor shall be made by OREDA strictly out of the funds received from REC on behalf of the Owner, 30% (10% for special category states) of infrastructure cost shall be arranged by owner from REC loan/loan from other FIs/own resources and 10% (5% for special category states) of infrastructure cost shall be arrange by utility from own resources.</p>
6.	GCC 9.3.1	<p><b>Supplementing Sub-Clause GCC 9.3.1</b></p> <p>In addition to the above, the Contractor shall arrange to provide additional Performance Security(ies), if applicable, as per Clause no. 4 of Joint Deed of Undertaking mentioned at Sl. No. 19 of Section–VI (Sample Forms and Procedures). The said security(ies) shall be required to be extended time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p>
<b>Sl. No.</b>	<b>GCC Clause Ref. No.</b>	<b>Amendment/Supplement to GCC</b>
		The Performance Security(ies) to be furnished by the Contractor under the Contract shall be in favour of the Employer. The Owner shall also be entitled to enforce these performance security(ies).
7.	GCC 10.3	<p><b>Supplementing Sub-Clause GCC 10.3</b></p> <p>The requisite Sales Tax declaration forms shall be issued as under:</p> <ul style="list-style-type: none"> <li>a) When project implementing agency or Employer is a Central Public Sector Undertaking, form shall be issued by State Distribution Company to Employer for onward issuance to contractor</li> <li>b) When State Distribution Company is Employer, the form shall be issued by them.</li> </ul>
8.	GCC 10.6	<p><b>Supplementing the Clause GCC 10.6</b></p> <p>In case Employer is Central Public Sector Undertaking, the recovery of TDS under CST/VAT/WCT/Income Tax Act and any other acts as per Govt. regulation related to this work shall be done by OREDA on behalf of State Govt. TDS so deducted by OREDA on behalf of the State Govt. shall be deposited with the relevant tax authorities and TDS certificates shall be issued on behalf of State Govt. using PAN, TIN, TAN. Relevant challans and copies of the TDS certificates shall be forwarded to OREDA. In case, wherever E-filing system is applicable, the relevant information would be given to the Owner for issuing TDS certificate, filling returns, etc.</p>
9.	GCC 11	At all places in the clause, replace the word “Employer” with “Employer/Owner/State Distribution Utility in case employer is a Central Public Undertaking.
10.	GCC 22.4, 22.5, 22.6 & 22.7	At all places in the clause, replace the word “Employer” with “Employer/Owner/State Distribution Utility in case employer is a Central Public Undertaking’.
11.	GCC 24.1	<p><b>Supplementing Sub-Clause GCC 24.1</b></p> <p>Solar PV Module, Charge Controller, Battery, LED lighting source, fan</p>

12.	GCC 24.2 (b) & GCC 24.3	-
13.	GCC 33.2.3	<b>Supplementing Sub-Clause GCC 33.2.3</b> Percentage for the Change Proposal under this Clause shall be limited to Ten (10) percent.
14.	Annexure-I to SCC	<b>Enclosed herewith</b>

## SECTION – VI

### SAMPLE FORMS AND PROCEDURES (FORMS)

# SECTION VI

## SAMPLE FORMS AND PROCEDURES (FORMS)

### Preamble

This Section (Section –VI) of the Bidding Documents [named as Sample Forms and Procedures (FORMS)] provides proforma to be used by the bidders at the time of their bid preparation and by the Contractor subsequent to the award of Contract.

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used un-amended, in accordance with the requirements included in the Bidding Documents.

The Bidder shall provide the Bid Security, either in the form included hereafter or in another form acceptable to the Employer, pursuant to the provisions in the instructions to Bidders.

The Form of Contract Agreement shall be used un-amended, except for the need to complete Article 1.1 (Contract Documents), as appropriate and as may be required to suit the specific requirement of the Contract. The form shall also include the Appendices listed, as required, which should be completed according to the instructions for their completion provided at the beginning of each Appendix. The Price Schedule deemed to form part of the contract shall be modified according to any corrections or modifications to the accepted bid resulting from price corrections, pursuant to the provisions of the Instructions to Bidders.

The Performance Security(ies) and Bank Guarantee for Advance Payment forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) and Bank Guarantee for Advance Payment, according to one of the forms indicated herein or in another form acceptable to the Employer and pursuant to the provisions of the General and Special Conditions of Contract, respectively.

Depending on specific facts and circumstances related to the Bid, other specific agreement, if any, and the contract, the text of the Forms herein may need to be modified to some extent. The Employer reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Contractor shall be effected only if the same is approved by the Employer. The Employer's decision in this regard shall be final and binding.

## **2. BID FORMS AND PRICE SCHEDULES**

### **2.1 Bid Form**

Please see Section VIII

### **2.2 Price Schedule**

Please see Section IX



## 2. BID SECURITY 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 Work)*.....under.....*(insert Specification No)*..... *(hereinafter called "the Bid")*

KNOW ALL PERSONS by these present 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 27.2; 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 33, or

(ii) to furnish the required performance security, in accordance with ITB Clause 34.

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 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 Performa 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 Performa 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. *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)\_\_\_\_\_."*

Unquote

**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 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 for the bid submitted by M/s. ....*(insert name of the Bidder)* ..... against .... *(insert name of the Work)* ..... ; 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 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 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)

Copy to:

.....*(Registered Office of the Bank)*....

### 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 against .... *(insert name of the Work)* ..... ; 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 .....



#### 4. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

##### 4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR SUPPLY 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 Ex-works Supply Contract for ..... (*insert name of the Work*) .....  
Specification No.: ..... Domestic Competitive Bidding. (Project Funding: Domestic).

Dear Sir,

##### 1.0 REFERENCE

This has reference to the following:

1.1 Our Invitation for Bids (IFB) dated .....

1.2 Bidding documents for the subject work issued to you vide our letter Ref. No. ....  
dated ....., comprising of Conditions of Contract, Technical Specifications, Drawings, Bid Form,  
Price Schedules etc(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 First envelope 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  
work under Proposal reference no. .... dated ..... was opened on .....  
*(Use as applicable)*

1.4 Intimation for Opening of Price Schedule issued to you vide our letter no. .... dated .....

1.5 Your Bid/the Bid by the Joint Venture (JV) of M/s. .... (Lead Partner) and M/s. .... (Other Partner) under proposal reference no. .... dated ..... 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 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia Ex-works supply of all equipment and materials including Type Testing to be conducted, required for the complete execution of the ..... (*insert name of Work alongwith 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 Work alongwith 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 performance of all other activities, as set forth in the Bidding Documents, viz.

..... (*Indicate brief scope of work of the Second Contract*) .....

has been issued on you vide our NOA no. .... dated ..... (hereinafter called the "Second Contract" or "Services Contract").

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you/the JV (*use as applicable*) shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the work 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 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'Second Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'First Contract' as well. However, such default or breach or occurrence in the 'Second Contract', shall not automatically relieve you/the JV (*use as applicable*) of any of your/JV's (*use as applicable*) obligations under this 'First Contract'. It is also expressly understood and agreed by you/the JV (*use as applicable*) that the equipment/materials supplied by you/the JV (*use as applicable*) under this 'First Contract', when erected, installed & commissioned by you under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

### 3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be ..... (*Specify the currency and the amount in figures & words*) ..... as per the following break-up:

Sl. No.	Price Component	Amount
1.	Ex-Works Price component	
2.	Type Test Charges	Not Applicable
<b>Total for Ex-works Supply Contract</b>		

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 10% (Ten 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 Ex-works Price component of the Contract Price, you are, inter-alia, required to furnish a Bank Guarantee for the equivalent 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 'First Contract' and 'Second Contract' shall be one of the conditions precedent to release of advance under this Contract.

- 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 Work alongwith 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 Services Contract for ..... (*insert name of the Work*) .....

Specification No.: ..... Domestic Competitive Bidding. (Project Funding: Domestic). Dear Sir,

**1.0 REFERENCE**

This has reference to the following:

**1.1** Our Invitation for Bids (IFB) dated .....

**1.2** Bidding documents for the subject work issued to you vide our letter Ref. No. .... dated ....., comprising of Conditions of Contract, Technical Specifications, Drawings, Bid Form, Price Schedules etc(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** First envelope 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

work under Proposal reference no. .... dated ..... was opened on .....  
(Use as applicable)

1.4 Intimation for Opening of Price Schedule issued to you vide our letter no. .... dated .....

1.5 Your Bid/the Bid by the Joint Venture (JV) of M/s. .... (Lead Partner) and M/s. .... (Other Partner) under proposal reference no. .... dated ..... 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)- 1with 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 'Services Contract' (also referred to as the 'Second Contract') for performance of all other activities, as set forth in the documents, viz. .... (Indicate brief scope of work) ..... for the ..... (insert name of Work alongwith 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 Work alongwith 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 Ex-works Supply of all equipment and materials including Type Testing to be conducted, as set forth in the documents, viz. .... (Indicate brief scope of work of the First Contract) .....

has been issued on you vide our NOA no. .... dated ..... (hereinafter called the "Ex-works Supply Contract" or "First Contract").

Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you/the JV (use as applicable) shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the work 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 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'First Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's (*use as applicable*) risk, cost and responsibility, either in full or in part and/or recover damages under this 'Second Contract' as well. However, such default or breach or occurrence in the 'First Contract', shall not automatically relieve you/the JV(*use as applicable*) of any of your obligations under this 'Second Contract'. It is also expressly understood and agreed by you/the JV(*use as applicable*) that the equipment/materials supplied by you/the JV(*use as applicable*) under the 'First Contract', when erected, installed & commissioned by you/the JV(*use as applicable*) under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

### 3.0 CONTRACT PRICE

3.1 The total Contract Price for the entire scope of work under this Contract shall be ..... (*Specify the currency and the amount in figures & words*) ..... as per the following break-up:

Sl. No.	Price Component	Amount
1.	Local Transportation, Insurance and other Incidental Services (including port clearance etc)	
2.	Installation Services	
3.	Training Charges	Not Applicable
<b>Total for Services Contract</b>		

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 10% (Ten 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 Work alongwith 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.

**5. FORM OF CONTRACT AGREEMENT**

**[Alternative – a]**

SUPPLY CONTRACT AGREEMENT 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 No. .... (also referred to as 'Ex-Works Supply Contract/the First Contract') 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) ..... and 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 for the supply of all equipment and materials including taxes and duties as applicable, Type Testing to be conducted inter-alia including ..... (Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Work alongwith name of the Project)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

#### Article 1. Contract Documents

##### 1.1 Contract Documents (Reference GCC Clause 2.2)

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:

1. This Contract Agreement and the Appendices thereto.
2. Invitation for bids (Reference No..... dated.....)
3. Pre-bid clarification (Reference No..... dated.....)
4. Letter of Intent (Reference No..... dated.....)
5. Mutually agreed contract execution plan/PERT chart (Reference No..... dated.....)
6. Contract Performance Securities (Reference No..... dated.....)

7. Letter of Award (Reference No..... dated.....)

3. "Bidding Documents" comprising of the following:

The Bidding Document is a compilation of the following and shall include amendments.... to ....., if any, thereto:

**a. Condition of contract, Bid –Proposal Sheets, Technical Specifications, Drawings**(Document Code No.: .....):

Section I: Invitation for Bid (Section - IFB)

Section II: Instructions to Bidders (Section – ITB)

Section III: Bid Data sheets (BDS)

Section IV: General Conditions of Contract (GCC)

Section V: Special Conditions of Contract (SCC)

Section VI: Sample Forms and Procedures (FP)

1. Bid Form & Price Schedule

1.1 Bid Form

1.2 Price Schedule

2. Bid Security Form

3. Form of Notification by the Employer to the Bank

3.a Applicable for forfeiture of Bank Guarantee

3.b Applicable for conditional claim pending extension of Bank Guarantee by the bidder.

4. Form of 'Notification of Award of Contract'

4(a) Form of 'Notification of Award of Contract' for Supply of Plant and equipment

4(b) Form of 'Notification of Award of Contract' for Installation of Plant and equipment

5. Form of Contract Agreement

Alternative A

Alternative B

5.1 Appendix-1: Terms and Procedures of Payment

5.2 Appendix-2: Price Adjustment

5.3 Appendix-3: Insurance Requirements



- 5.4 Appendix-4: Time Schedule
- 5.5 Appendix-5: List of Approved Subcontractors
- 5.6 Appendix-6: Scope of Works and Supply by the Employer
- 5.7 Appendix-7: List of Document for Approval or Review
- 5.8 Appendix-8: Guarantees, Liquidated Damages for Non-Performance
6. Performance Security Form
7. Bank Guarantee Form for Advance Payment
8. Form of Taking over Certificate
9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract
10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalments by Employer For performance of its contract
11. Form of Authorisation Letter
12. Form of Trust Receipt for Plant, Equipment and Materials received
13. Form of Extension of Bank Guarantee
14. Form of Power of Attorney for Joint Venture
15. Form of Undertaking by the Joint Venture Partners
16. Format for Evidence of Access to or Availability of Credit/Facilities
17. Form of Operational Acceptance
18. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract
19. Form of joint deed of undertaking by the Sub-contractor along with the bidder /contractor
20. Form of Certificate of Financial Parameters for QR

Section VII: Scope of works,

Section-VIII: Bid Forms

Section-IX: Price Schedules

Section-X: Quality Assurance Mechanism

Section-XI: Technical Specifications

#### 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/SCC Clause 1)

1.3.1 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 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price 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 is as under:

Sl. No.	Price Component	Amount
1.	Ex-Works Price Component	
2.	Type Test Charges	Not Applicable
Total for Ex-Works Supply Contract		

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

#### 2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

### Article 3. Effective Date for Determining Time for Completion

#### 3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from .....

#### 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.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, 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 Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance

#### Article 5.

The Contract Agreement No. .... has also been made on the ..... day of ..... 20...., between the Employer and the Contractor for the Services Contract (hereinafter referred to as the "Second Contract") for the subject work which includes performance of all the services interalia including ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of Work alongwith name of the Project*).....

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts 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 'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'First Contract' as well. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'First Contract' when installed and commissioned by the Contractor under the 'Second Contract' 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]

SERVICES CONTRACT AGREEMENT 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 No. .... (also referred to as 'Services Contract/the Second Contract') 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*) ..... and 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 for providing all the services inter-alia including ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of Work alongwith name of the Project*)..... as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

## Article 1. Contract Documents

### 1.1 Contract Documents (Reference GCC Clause 2.2)

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. Invitation for bids (Reference No..... dated.....)
3. Pre-bid clarification (Reference No..... dated.....)
4. Letter of Intent (Reference No..... dated.....)
5. Mutually agreed contract execution plan/PERT chart (Reference No..... dated.....)
6. Contract Performance Securities (Reference No..... dated.....)
7. Letter of Award (Reference No..... dated.....)

#### VOLUME – B

3. “Bidding Documents” comprising of the following:

The Bidding Document is a compilation of the following and shall include amendments.... to ....., if any, thereto:

**a. Condition of contract, Bid –Proposal Sheets, Technical Specifications, Drawings**  
(Document Code No.: .....):

- |              |   |
|--------------|---|
| Section I:   | Invitation for Bid (Section - IFB)      |
| Section II:  | Instructions to Bidders (Section – ITB) |
| Section III: | Bid Data sheets (BDS)                   |
| Section IV:  | General Conditions of Contract (GCC)    |
| Section V:   | Special Conditions of Contract (SCC)    |
| Section VI:  | Sample Forms and Procedures (FP)        |

1. Bid Form & Price Schedule
  - 1.1. Bid Form
  - 1.2. Price Schedule
2. Bid Security Form
3. Form of Notification by the Employer to the Bank
  - 3.1. Applicable for forfeiture of Bank Guarantee
  - 3.2. Applicable for conditional claim pending extension of Bank Guarantee by the bidder.

4. Form of 'Notification of Award of Contract'

4(a) Form of 'Notification of Award of Contract'  
for Supply of Plant and equipment

4(b) Form of 'Notification of Award of Contract'  
for Installation of Plant and equipment

5. Form of Contract Agreement

Alternative A

Alternative B

- 5.1. Appendix-1: Terms and Procedures of Payment
- 5.2. Appendix-2: Price Adjustment
- 5.3. Appendix-3: Insurance Requirements
- 5.4. Appendix-4: Time Schedule
- 5.5. Appendix-5: List of Approved Subcontractors
- 5.6. Appendix-6: Scope of Works and Supply by the Employer
- 5.7. Appendix-7: List of Document for Approval or Review
- 5.8. Appendix-8: Guarantees, Liquidated Damages for Non-Performance
- 6. Performance Security Form
- 7. Bank Guarantee Form for Advance Payment
- 8. Form of Taking over Certificate
- 9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in one lot by Employer for performance of its contract
- 10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalments by Employer for performance of its contract
- 11. Form of Authorisation Letter
- 12. Form of Trust Receipt for Plant, Equipment and Materials received
- 13. Form of Extension of Bank Guarantee
- 14. Form of Power of Attorney for Joint Venture
- 15. Form of Undertaking by the Joint Venture Partners
- 16. Format for Evidence of Access to or Availability of Credit/ Facilities
- 17. Form of Operational Acceptance
- 18. Form of Safety Plan to be submitted by the
- 19. Contractor within sixty days of award of contract
- 20. Form of joint deed of undertaking by the Sub-
- 21. contractor along with the bidder /contractor
- 22. Form of Certificate of Financial Parameters for QR

Section VII: Scope of works

Section-VIII: Bid Forms

Section-IX: Price Schedules

Section-X: Quality Assurance Mechanism

Section-XI: Technical Specifications

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/SCC Clause 1)

1.3.1 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 7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price 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 is as under:

Sl. No.	Price Component	Amount
1.	Local Transportation, Insurance and other Incidental Services	
2.	Installation Services	
3.	Training Charges (if required)	Not Applicable



Total for Services Contract	
-----------------------------	--

The detailed break-up of Contract Price is given in the relevant Appendices hereto.

## 2.2 Terms of Payment (Reference GCC Clause 8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

## Article 3. Effective Date for Determining Time for Completion

### 3.1 Effective Date (Reference GCC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e., from .....

## 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.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

### List of Appendices

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
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Appendix 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

## Article 5.

The Contract Agreement No. .... has also been made on the ..... day of ..... 20..., between the Employer and the Contractor for the Ex-Works Supply Contract (hereinafter referred to as the “First Contract”) for the subject work which includes Ex-works supply of all equipment and materials including Type Testing to be conducted interalia including ..... (*Indicate brief scope of work*) ..... for the complete execution of the ..... (*insert name of Work alongwith name of the Project*).....

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts 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 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor's risk, cost and responsibility, either in full or in part and /or recover damages under this 'Second Contract' as well. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve the Contractor of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under the 'First Contract' when installed and commissioned by the Contractor under this 'Second Contract' 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 Construction of the Contract stipulated at BDS Clause [ITB 30.4]. The forms of Contract under both Alternative i.e., a & b shall be used).*

#### **Appendix-1: TERMS AND PROCEDURES OF PAYMENT**

- I. "Billable Items" are worked out and attached to Price Schedule. Items otherwise required for completion of work but not listed in the Price Schedule shall also be in the scope of the contractor. The costs of such "Non- billable Items" may be included in the quoted price of "Billable Items" by the bidder in the Price Schedule. The payment shall be made on billable item wise basis only as indicated in Price Schedule.
- II. The payment to the Contractor under the contract will be made by the Employer in line with Clause 8, Section GCC, Section-IV and as per the guidelines and conditions specified hereunder.
- III. All progressive payments shall be released on validity of Contract Performance Security and securities against Initial Advance.
- IV. The interest rate on advance payment shall be SBI's Marginal Cost of fund based Lending Rate (MCLR) on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment. The interest rate shall be calculated on the daily progressive balances outstanding as on the date of recovery/adjustment i.e. on daily rest basis.
- V. Upon award of the contract, contractor shall be free to take on the work at all the fronts or at specified fronts as advised by Project Manager.
- VI. Unmeasured ad-hoc payment: The employer, at his discretion in exigencies, to ensure liquidity of funds with the contractor may accept un-measured ad-hoc bill of the contractor. In this method, following methodology shall be adopted:
  - a. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
  - b. Quantum and completion of works is certified by Project Manager jointly with contractor and eligible amount of such works are computed as per approved payment terms.
  - c. 50% of such eligible amount shall be released to the contractor immediately within a week. The amount of un-measured bill should not be more than average of previous two measured bill.
  - d. Next bill of the work shall invariably be a measured bill in which, various quantities of unmeasured bill shall be verified and measured jointly by Project Manager and contractor.

#### **A. Supply, Erection, Testing and Commissioning of works:**

##### **1. Advance payment (Optional):**

- i. For Ex-works Supply contract, initial interest-bearing adjustable Mobilization Advance of 15% of ex-works contract cost excluding taxes and duties shall be released for all the materials in two tranches of 7.5% each, first instalment of 7.5% of ex-works price component shall be released on presentation of the following:
  - a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
  - b. Contractor's detailed invoice.
  - c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (as many numbers as proposed recovery instalments and should be of 110% amount of each instalment) in favor of employer with total amounting to 110% of total advance amount as per Performa attached with Section-VI of (Sample Forms & Procedures). The said Bank Guarantees shall be initially valid up to end of ninety (90) days after the scheduled month of supply of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of supply of materials, as may be required under the Contract.
  - d. An unconditional & irrevocable Bank Guarantee for three percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section-II ITB and as per proforma attached with Section-VI (Sample Forms & Procedures). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
  - e. Detailed PERT Network/Bar chart and its approval by the Employer.  
The bidder must utilize first advance instalment of 7.5% of ex-works supply component before requesting for second advance instalment. Second instalment of 7.5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate supported with documentary evidences of first advance instalment.
- ii. For Services Contract, initial interest bearing adjustable Mobilization Advance of 10% of erection contract price excluding taxes and duties shall be released for all the works in two tranches of 5% each. First instalment of 5% of total erection price shall be released on presentation of the following:
  - a. Submission of detailed invoice for advance payment.
  - b. Establishment of Contractor's site offices and certification by Engineer that satisfactory mobilization for erection exists.
  - c. Submission and acceptance of unconditional & irrevocable part Bank Guarantees (as many number as proposed recovery instalments and should be of 110% amount of each instalment) in favor of employer with total amounting to 110% of total advance amount as per proforma attached with Section-VI (Sample forms & Procedures). The said Bank Guarantees shall be initially valid up to end of ninety (90) days after the scheduled month of erection of materials and shall be extended from time to time till ninety (90) days beyond revised scheduled month of erection of materials, as may be required under the Contract.
  - d. Submission of an unconditional & irrevocable Bank Guarantee in favor of Employer for three percent (3%) of the total Contract price towards Contract Performance

Guarantee (CPG) in accordance with Clause 34.1 of Section-II, ITB and as per proforma attached with Section-VI (Sample forms & Procedures). The said Bank Guarantee shall be initially valid up to 90 (ninety) days after the expiry of warranty period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

The bidder must utilize first advance instalment of 5% of total erection price before requesting for second advance instalment. Second instalment of 5% shall be released on presentation of contractor's invoice and satisfactory utilization certificate of first advance instalment.

## **2. Progressive payments (Supply):**

**2.1. First Instalment(60%):** Sixty percent (60%) payments against various items of price schedule 1 including 100% Excise Duty, Taxes excluding CMC charges etc. shall be paid on receipt and acceptance of Materials on submission of documents indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for three percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section-II ITB and as per proforma attached with Section-VI (Sample Forms & Procedures). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. submission of the certificate by the Employer's representative that the item(s) have been received,
- m. Submission of certificate from the Assistant Director (tech) of the concerned DRDA that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings enclosing certified copy of inspection reports and dispatch clearances.

- a. 60% of proportionate Mobilization Advance against Supply shall be adjusted while making payments of this instalment. Also, up-to-date accrued interest shall also be recovered. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per supply and erection contracts' works completion schedule respectively.

**2.2. Second Instalment (30%):** Thirty percent (30%) payments against various items of price schedule 1 excluding CMC charges shall be paid on following conditions:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.
- b. An unconditional & irrevocable Bank Guarantee for three percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI (Sample Forms & Procedures). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- c. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- d. Evidence of dispatch (R/R or receipted L/R)
- e. Contractor's detailed invoice & packing list identifying contents of each shipment.
- f. Invoice certifying payments of ED, Taxes for the direct transaction between Employer and Contractor,
- g. Copy of Certificate to the effect of payments of State/ Central taxes, duties, levies etc have been made against supply of materials through sub-vendors under the contract.
- h. Certified copy of Insurance policy/Insurance Certificate.
- i. Manufacturer's/Contractor's guarantee certificate of Quality.
- j. Material Dispatch Clearance Certificate (MDCC) / Dispatch Instructions (DI) for dispatch of materials from the manufacturer's works. MDCC/DI shall be issued by authorized officer of Employer
- k. Manufacturer's copy of challan
- l. submission of the certificate on measurement book by the Project Manager that the item(s) have been received,
- m. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings.
- n. Test check certification on Measurement Book be recorded by officers in hierarchy with the claim as per policy.

While releasing 2<sup>nd</sup> installment of 30% supply payment following adjustment shall be made:

- a. Balance initial mobilization advance shall be adjusted. Also, up-to-date accrued interest shall also be recovered.

- b. In case of delay of project, the entire mobilization advance shall get recovered at this stage.

### **2.3. Third and Final Instalment (10%):**

- a. The balance ten percent (10%) of payment against Supply contracts excluding Excise Duty, Taxes etc excluding CMC charges shall be reimbursable on successful supply, erection, testing and commissioning of the works in the project and issuance of Taking over Certificate by the Employer.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Project Manager that the item(s) have been received, erected, tested and commissioned.
- d. On certification by Project Manager for validity of an unconditional & irrevocable Bank Guarantee for ten percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI (Sample Forms & Procedures)). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- e. In case, for any reason not attributable to the contractor, the commissioning and charging of equipment/materials is delayed beyond 120 days of successful completion of final checking and testing of works, the balance 10% payment shall be released against an unconditional & irrevocable bank guarantee of equivalent amount initially valid till 6 months from the readiness of works for commissioning and charging at rated voltage, to be extended till 90 days beyond actual commissioning & taking over.
- f. On submission and acceptance of Performance Operation Guarantee (POG) for an amount of 3% of contract amount. POG shall be submitted within one month from date of commission of the system.

2.4 Comprehensive Maintenance Contract (CMC) Charge: CMC charge should be 10 % of the system cost i.e., supply, installation and commissioning charge and will be paid @ 2 % per yearend on successful maintenance of the installed system duly certified by the Asst Director (Tech) R E Cell DRDA of the district.

### **3. Progressive payments (Erection):**

**3.1. First Instalment (90%) :** Ninety percent (90%) payments against Erection contracts shall be paid on erection, testing and commissioning of works and on submission of documents of all villages indicated herein under:

- a. Unconditional acceptance of the Letter of Award and signing of contract agreement by the Contractor.

- b. Detailed Project Execution Plan/PERT chart and its approval by the Employer.
- c. An unconditional & irrevocable Bank Guarantee for three percent (3%) of the total Erection Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1, Section ITB and as per proforma attached with Section-VI (Sample Forms & Procedures). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.
- d. Certified copy of Insurance policy/Insurance Certificate.
- e. Material reconciliation statement consisting of the materials utilized for erection, testing & commissioning vis-à-vis erection activity of the lot of villages.
- o. Submission of certificate on measurement book by Project Manager that materials under consideration have been erected, tested and commissioned as per technical specification, scope of work & approved drawings. At this stage, details of village wise assets in requisite format shall be submitted by contractor and accepted by Project Manager.
- p. Test check certification on Joint Commissioning report (JCR) to be recorded by officers in hierarchy with the claim as per policy.

While releasing 1<sup>st</sup> installment of 90% erection payment following adjustment shall be made:

- b. 100% Mobilization Advance against Erection shall be fully adjusted while making payments of first instalment. Also, up-to-date accrued interest shall also be recovered.
- c. In case of delay of project, the entire mobilization advance shall get recovered from the contractor as per supply and erection contracts' works completion schedule respectively.

### **3.2. Second and Final Instalment (10%):**

- a. The balance ten percent (10%) of payment against Erection contracts shall be released on successful commissioning of the works in the project and issuance of Taking over Certificate of the project.
- b. 'Commissioning' for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energisation of the equipment/ materials at rated voltage as per the Contract and to the satisfaction/approval of the Employer.
- c. On submission of the certificate by the Project Manager that the equipment/materials have been erected, tested and commissioned.
- d. On certification by Project Manager for validity of an unconditional & irrevocable Bank Guarantee for ten percent (3%) of the total Contract price towards Contract Performance Guarantee (CPG) in accordance with the provisions of Clause 34.1,



Section ITB and as per proforma attached with Section-VI (Sample Forms & Procedures). The said bank guarantee shall be initially valid up to ninety (90) days after expiry of the Warranty Period and shall be extended from time to time till ninety (90) days beyond successful completion of warranty period, as may be required under the Contract.

- e. On certification of Project Manager for reconciliation of materials and payments.
- f. On certification of Project Manager that assets under the project are created and are in operation. At this stage, details of village wise assets in requisite format shall be accepted by Project Manager.
- g. On submission of Performance Operation Guarantee in form of Bank Guarantee for amount of 3% of contract price.
- h. At the time of release of final 10% of payment (i.e. linked to PG testing and submission & verification of POG), 3% CPG shall be released.
- i. On submission and acceptance of Performance Operation Guarantee (POG) for an amount of 3% of contract amount. POG shall be submitted within one month from date of commission of the system.

## Appendix-2 : INSURANCE REQUIREMENTS

### A) Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 30, 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. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 30. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

#### (a) Marine Cargo Policy/Transit Insurance Policy:

##### (I) Transit Insurance Policy for indigenous equipment

Similarly, 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.

Amount	Deductible Limits	Parties insured	From	To
120% of Ex-work Price of all the Plant and Equipment to be supplied from within India plus Excise Duty and GST etc., if additionally payable.	Nil	Contractor & Employer	Mfrs ware-house	Project's ware-house store at final destination

(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.

Amount	Deductible limits	Parties insured	From	To
105% of Ex-work Price of all the Plant and Equipment to be supplied from within India plus Excise Duty and GST etc., if additionally payable. And 100% of erection price component	Nil	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment	Up to Operational Acceptance

- (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.

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.

- (III) The following add-on covers shall also be taken by the Contractor:

- i) Earthquake ii) Terrorism
- iii) Escalation cost (approximately @10% of sum insured on annual basis)
- iv) Extended Maintenance cover for Defect Liability Period v) Design Defect
- 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).

- (IV) **Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover:**

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.

Amount	Deductible limits	Parties insured	From	To
<ul style="list-style-type: none"> <li>For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period.</li> <li>For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs. 500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period.</li> </ul>	Nil	Contractor/ Subcontractor	Receipt at site	Upto Defect Liability Period.

(V) As per GCC Clause 30.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner 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.

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.

(c) **Automobile Liability Insurance**

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 vehicle 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.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 30.1, except for the Third Party Liability, Workmen Compensation Policy 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 30.1 except for the Cargo Insurance During Transport and Workmen Compensation

Policy 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.

**B) Insurances to be taken out by the Employer**

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

### Appendix-3 : TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

Sl. No.	Activities	Duration in Months from the effective date of Contract
1.	Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SAUBHAGYA & SETU	03 (Three) Months

- 1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form a PERT chart and shall identify the various activities like engineering, vendor finalization, placement of orders to sub-vendors, survey, Resource mobilization, erection, testing & commissioning including submission of closure proposals. Format of PERT chart is enclosed at Annexure-A. The PERT Chart shall conform to the above Project Completion Schedule.

This PERT Chart shall be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and Operational Acceptance at rates specified in Clause 21 of GCC shall be applicable beyond the date specified above.

- 1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.
- 1.3 The successful Bidder shall be required to prepare detailed PERT Chart and finalise the same with the Employer as per the requirement, which shall form a part of the Contract.

### Appendix-4 : LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shall be completed indicating those subcontractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 15.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

Item of Facilities	Approved Subcontractors	Nationality

***Further, erection portion of the contract shall not be subcontracted without the prior approval of the Employer. However, such approval shall not be necessary for engaging labour.***

#### **Appendix-5 :LIST OF DOCUMENTS FOR APPROVAL OR REVIEW**

Pursuant to GCC Sub-Clause 16.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of GCC SubClause 14.2 (Program of Performance), the following documents for:

##### **A. Approval**

1.

2.

3.

##### **B. Review**

1.



2.

3.

Note:

Bidder shall furnish the exhaustive list, which shall be discussed and finalised for incorporation into the Contract Agreement.

**Appendix-6 :GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE**

1. The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification for various equipment or indicated in Data requirement.
2. If the guarantees of equipment are not established at factory tests, then the Employer shall reject the equipment.

## 6. 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 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") concerning .....(Indicate brief scope of work) ..... for the complete execution of the ..... (insert name of Work alongwith 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 Work 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., Ten percent (10%) of the Contract Price until ninety (90) 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 ninety (90) 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. This Bank Guarantee shall be valid up to \_\_\_\_\_ (*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*) \_\_\_\_\_.”

### Unquote

## **7. 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 the Contract*)..... 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 Work along with name of the Project*).....

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or 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 fulfil 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 ninety (90) 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 ninety (90) 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 ninety (90) 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*)\_\_\_\_\_ [*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*) \_\_\_\_\_."

Unquote

## 8. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) 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 thereof on 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)

**9. 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 despatch 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 despatch 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/Work 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	Quantity	Particulars of Despatch title		Value of the	Signature of the
Equipment handed over		Documents		Equipment	Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

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)

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.

**10. 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 for .....vide its Notification of Award/Contract No. .... dated .....and 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 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".) NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. 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 despatch 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*).....

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/Work 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 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.
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 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.
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 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.

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 authorised representative under the common seal of the Company, the day, month and year first above mentioned.

SCHEDULE No. 1

Particulars of the	Quantity	Particulars of Despatch title		Value of the	Signature of
Equipment handed over		Documents		Equipment	the Attorney in token of receipt
		RR/GR No. date of lading	Carrier		

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)

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.

#### 11. 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 Despatch Document/Consignment Note No. ....\*..... dated .....and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other 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 Despatch Title Document (RR No./LR No. ....)

Sl. No.	Contract Name	NOA No./ CA No.	Description of Materials/ Equipment	Spec. No.	Qty.	Value	Remarks

(Signature of the Project Authority)

(Designation) .....

(Date) .....



## 12. 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 Work name alongwith 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.

For M/s .....

(*Contractor's Name*)

Dated : .....

(AUTHORISED SIGNATORY)

Place : .....

SEAL OF COMPANY

## 13. 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 Work alongwith 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. .... dated ..... 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.

#### 14. 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..... Work ..... the bids for which have been invited by ..... (insert name of the Employer alongwith 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.

## 15. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS

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 Specification No..... for ..... (*insert name of the work 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 work along with project name*) .....

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS 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 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, 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 rising 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 alongwith 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 .....

(Signature of the authorized representative)

Name .....

has been affixed in my/ our presence pursuant to Board of

Designation .....

Director's Resolution dated .....

Signature .....

Name .....

Designation .....

Signature .....

WITNESS :

WITNESS :

Common Seal of .....

I. ....

For Party No.-2

I. ....

II. ....

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

II. ....

For Lead Partner (Party No.-1)

For and on behalf of M/s

.....

(Signature of the authorized representative)

Common Seal of .....

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

Name .....

Designation .....

Signature .....

**Note:**

For Party No.-3

For and on behalf of M/s.

.....

WITNESS :

I. .... II.

.....

(Signature of the authorized

representative)

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.

**16. 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 work 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

## 17. 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 20 (Completion of the Facilities) 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)

**18. 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 work name, project name alongwith 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. ....dated .....and Amendment No. .... (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit 'Safety Plan' alongwith 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 through out 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 Incharge/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 wire rope 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 aluminium 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. **OREDA** 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 **OREDA** 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 **OREDA** 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. Walky – 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 Co-ordinator of the Employer. In case of work being carried out through subcontractors 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 **OREDA** 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 / **OREDA** 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 un safe 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 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 Incharge/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 / **OREDA** Guidelines)] to the satisfaction of Engineer InCharge/ 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 **OREDA** 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 **OREDA** 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 check-up of all workers from competent agencies and reports will be submitted to Engineer In-Charge within fifteen (15) days of health check-up of workers as per statutory requirement.
24. THAT the Contractor shall submit information alongwith documentary evidences in regard to 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 check-list in respect of aforesaid enclosures alongwith 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.	<b>Annexure – 1A (SP)</b>  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.	<b>Annexure – 1B (SP)</b>  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.	<b>Annexure – 2 (SP)</b>  List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along 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.	<b>Annexure – 3 (SP)</b>  List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable:  1. Industrial Safety Helmet to all workmen at site. (EN 397 / IS 2925) with chin strap and	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>back stay arrangement.</p> <ol style="list-style-type: none"> <li>2. Safety shoes without steel toe to all ground level workers and canvas shoes for workers working on tower.</li> <li>3. Rubber Gum Boot to workers working in rainy season / concreting job.</li> <li>4. 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 aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and comply with EN 361 / IS 3521 standards.</li> <li>5. 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.)</li> <li>6. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc.</li> <li>7. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site.</li> <li>8. Electrical Resistance hand gloves to workers for handling electrical equipment / Electrical connections. IS : 4770</li> <li>9. Dust masks to workers handling cement as per requirement.</li> <li>10. Face shield for welder and Grinders. IS : 1179 / IS : 2553</li> <li>11. Other PPEs, if any, as per requirement etc.</li> </ol>		

5.	<b>Annexure – 4 (SP)</b>  List of Earthing Equipment / Earthing devices with	Yes/No	
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S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	Earthing lead conforming to IECs for earthing equipment are – (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement		
6.	<b>Annexure – 5A (SP)</b>  List of Qualified Safety Officer(s) alongwith their contact details	Yes/No	
7.	<b>Annexure – 5B (SP)</b>  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 alongwith copy of organisation of the Contractor in regard to safety	Yes/No	
8.	<b>Annexure – 6 (SP)</b>  Copy of Safety Policy/ Safety Document of the Contractor's company	Yes/No	

9.	<b>Annexure – 7 (SP)</b>  '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	Yes/No	
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S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc.		
10.	<b>Annexure – 8 (SP)</b>  Safety Audit Check Lists ( Formats to be enclosed)	Yes/No	
11.	<b>Annexure – 9 (SP)</b>  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.	<b>Annexure – 10A (SP)</b>  Information alongwith documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003  _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
(ii)	Factories Act 1948 or latest  _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	

(iii)	<p>Building &amp; other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996 or latest) and Welfare Cess Act 1996 or latest with Rules.</p> <p>_____</p> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(iv)	<p>Workmen Compensation Act 1923 or latest and Rules.</p> <p>_____</p> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(v)	<p>Public Insurance Liabilities Act 1991 or latest and Rules.</p>	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<p>_____</p> <p><i>[Name of Documentary evidence in support of compliance]</i></p>		

(vi)	Indian Explosive Act 1948 or latest and Rules.  _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(vii)	Indian Petroleum Act 1934 or latest and Rules.  _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1970 or latest and Rules.  _____ <i>[Name of Documentary evidence in support of compliance]</i>	Yes/No	
(ix)	Indian Electricity Rule 2003 and amendments if any, from time to time.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
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	<hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>		
(x)	<p>The Environment (Protection) Act 1986 or latest and Rules.</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(xi)	<p>Child Labour (Prohibition &amp; Regulation) Act 1986 or latest.</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(xii)	<p>National Building Code of India 2005 or latest (NBC 2005).</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	



S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<i>compliance]</i>		
(xiii)	<p>Indian standards for construction of Low/ Medium/ a High/ Extra High Voltage Tr</p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
(iv)	<p>Any other statutory requirement(s)</p> <p><i>[please specify]</i></p> <hr/> <p><i>[Name of Documentary evidence in support of compliance]</i></p>	Yes/No	
13.	<p><b>Annexure – 10B (SP)</b></p> <p>Details of Insurance Policies alongwith documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:</p>		
(i)	Under Workmen Compensation Act 1923 or latest and Rules.	Yes/No	

S. N.	Details of Enclosure	Status of Submission of information/ documents	Remarks
	<div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>		
(ii)	<div>Public Insurance Liabilities Act 1991 or latest</div> <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	
(iii)	<div>Any Other Insurance Policies</div> <div></div> <div>[Name of Documentary evidence in support of insurance taken]</div>	Yes/No	

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**19. FORM OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR ALONGWITH THE BIDDER/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 **OREDA** 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 **SAUBHAGYA- works of ..... including installation of Sub-stations, lines, bays, DTs and providing service connections etc.**

AND WHEREAS Clause No. ...., Section ....., of ....., ... forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Sub-contractor must fulfil the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely execution of **SAUBHAGYA- 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 **SAUBHAGYA- 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 Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the **XXXX (Name of the Employer)**, for **execution of SAUBHAGYA- 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, Bidder/Contractor and the **Sub-contractor** to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of **SAUBHAGYA- 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 **Subcontractor** 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 Bidder/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 .....

Name .....

Office Address .....

(Signature of the authorized representative)

Name .....

Common Seal of Company .....

WITNESS

(For Bidder)

Signature .....

Name .....

Office Address .....

(Signature of the authorized representative)

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.

**20. FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR****(as per clause ref. no. 1.02 and 2.0 of Annexure-A(BDS))****(Rupees in Lakhs)**

S. No.	Financial parameters	2021-22	2020-21	2019-20	2018-19	2017-18
<b>1.</b>	<b>Net Worth</b>					
a)	Paid up Capital					
b)	Free Reserves and Surplus*					
c)	Misc expenses to the extent not written off					
	<b>Net Worth (a+b-c)</b>					
<b>2.</b>	<b>Annual Turnover **</b>					
<b>3.</b>	<b>Liquid Asset (Total Current Asset – Inventories)</b>					

\* 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 Notes to Accounts etc.

Date

Certified By

Place

(Chartered Accountants)

Membership No.

## **SECTION – VII**

### **SCOPE OF WORKS**

### **Scope of works**

Accordingly, scope of works under this contract is as under:

1. Design, Engineering, Supply, Erection, Testing & Commissioning of Solar PV Standalone systems with all required materials as per tender document, along with 5 Year complete maintenance, under. The details of villages covered with household numbers are given at Annexure-I.
2. The scope of works includes all plant equipment, auxiliary systems and accessories required for standalone system operation and shall consist majorly of following components:
  - a. Solar PV module 200 Wp
  - b. Solar DC Charge Controller
  - c. Galvanised Mounting Structure / Mechanical Components
  - d. Battery with suitable battery enclosure, stand and connectors
  - e. System wiring – panel to charge controller, charge controller to battery, charge controller to USB port for mobile charging & battery to battery connections
  - f. House wiring – charge controller to tube-light & fan, charge controller to lamps including emergency lamp, charge controller to power point (25 W DC point) as per general arrangement circuit diagram enclosed
  - g. Online data logger (Capability to meter system energy generation and consumption in mobile phone using Bluetooth technology for effective remote monitoring of each installed system)
  - h. Any other equipment essential for the standalone system
3. System losses as per following:

Losses for	Recommended Losses
Solar to load directly	< 4%
Solar to battery plus battery to load	< 10% excluding battery losses
Grid to load directly	< 8 %
Grid to battery plus battery to load	<12 % excluding battery losses

4. The Solar PV module, Charge Controller, Battery along with associated equipment shall be installed at each household. The DC supply generated by solar PV system and stored in stationary battery bank shall feed household equipment through system/equipment wiring on 48 V DC.
5. Execution of all other works as per tender document. All Steel structure shall be hot dip galvanized as per enclosed specifications.
6. A set of drawings is enclosed with this bid document.
7. The embossing of word “SAUBHAGYA” on Solar DC charge controller is a mandatory requirement. The Project Manager shall ensure strict compliance of this requirement. Also, while processing payments to the Contractor, suitable documentary evidence / photographs must be asked by the Project Manager in support of the compliance.

8. The contractor shall be responsible to maintain and repair the solar system for five (05) years from date of commissioning. The PV modules shall be warranted for minimum 25 years from the date of supply.
9. After installation, the contractor shall submit the photographs of all the equipment installed including solar panel assembly, system wiring, house wiring with socket, switch, working WLED lamps, tubes, fan etc. The contractor shall also submit clear photographs of identity proof like Aadhar card, election card etc and mobile nos. of beneficiaries, wherever applicable.

The detailed scope of works is given hereunder:

**Survey:**

Mapping of proposed households by foot survey in rural areas be performed mentioning various milestones. While surveying, existing electrical infrastructure, if any, in the locality should also be mapped with fair correctness. Foot survey report of proposed households preferably with GPS location shall be approved by Project Manager and shall be used as basic document for assessment of works under the contract. On completion of work, a village wise diagram showing household is to be submitted to Project Manager. These details shall be used as reference documents by Quality & Quantity Inspecting officials to execute inspection works.

**Household Standalone System:**

Household Standalone System shall consist of following:

1. Solar PV module 200 Wp  
The PV modules must be Indigenously manufactured. The Solar PV modules should be made up of crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from NABL or IECQ accredited Lab. In addition, the modules must conform to IEC61730 Part 1- requirements for construction & Part 2 – requirements for testing, for safety qualification or Equivalent IS. A copy of test certificates of solar PV system as per IS/IEC & MNRE guidelines to be submitted by the contractor to the Project manager. The module efficiency should not be less than 14%. The terminal box on the module should have a provision for opening, for replacing the cable, if required.

The PV modules must conform to the latest edition of the following IEC / equivalent BIS Standards for PV module design qualification and type approval:

Sl. No.	Standard	Description
1.	IEC: 61215/IS: 14286	Crystalline silicon terrestrial photovoltaic modules – Design qualification and type approval.
2.	IEC: 61730 – Part 1	Photovoltaic (PV) module safety qualification – Requirements for construction.



3.	IEC: 61730 – Part 2	Photovoltaic (PV) module safety qualification – Requirements for testing.
4.	IS 694	Cable

The proposed PV Module must have the Test Certificate issued from accredited test laboratories of Ministry of New and Renewable Energy, Government of India. Type test certificates issued from IEC accredited laboratories shall be acceptable. **The manufacturers should get their samples tested as per the new format / procedure which is effective from 1st April 2013 onwards as per MNRE, Govt. of India Guideline.**

While deciding the location of solar panel, make sure no shadows will fall on solar panel array during peak sunlight hours (9am to 4 pm). The solar panels should always face the equator. (due south in the northern hemisphere).

The word “SAUBHAGYA” must be engraved on the name plate of the solar PV module after inspection and acceptance of panel during pre-dispatch inspections.

## 2. Solar DC Charge controller

The Charge Controller with MPPT (Maximum Power Point Tracking) is to be installed between the Solar Panel and the Batteries where it automatically maintains the charge on the batteries with efficiency regulation and protect battery against overcharge. The Charge Controller should use three stage charging technique. The charge controller should be built-in with advanced micro-controller technology with accurate voltage settings for Nominal battery voltage of 48 V and with built-in temperature compensation. The charge controller should prevent flow of reverse current.

The charge controller should have provision of single phase (phase, neutral and earth) input provision to charge batteries. The system should be ready to be interfaced and communicate with an AC-DC converter as and when the grid is available. The beneficiary may use this provision whenever grid supply reaches to the village as a standby charging facility to charge system batteries.

Charge controller should have following control on loads:

(Applicable when battery is Lead Acid)

- a. Tube and fan circuit – should operate till battery is 70% charged.
- b. W-LED Lamp circuits – should operate till battery is 70% charged.

- c. Only single emergency lamp circuit should remain active when battery charging is between 70% and 50%.
- d. When battery drains more than 50%, all lamps, tube light, fan etc shall turn off.

### 3. Mounting Structure & Frame / Mechanical Components

The frames and leg assemblies of the mounting structure is made of MS hot dip galvanized of steel sections of Angle (35x35x mm), channel Tubes (50mm dia) as per enclosed general arrangement drawings. The minimum thickness of galvanization shall be 610 gm/sqm complying with IS: 2629 and IS: 2633 (with latest amendments). Galvanizing shall be checked and tested in accordance with IS: 2633. All nuts & bolts considered for fastening modules with this structure are of very good quality of Galvanised Steel. The structure is designed in such a way that it will occupy minimum space without sacrificing the output from SPV panels at the same time it will withstand severe wind speed up to maximum 200 kmph. The structure shall be designed to allow easy replacement of any module and shall be in line with site requirements. The structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly. The module mounting structure shall be designed such that it can be mounted on a 75 mm dia pipe support as per drawing.

The support pipe shall be grouted on a plinth of 0.3 cmt cement concreting in mixture 1part cement, 3 part coarse sand, 6 part 20mm size aggregate stone chips (1:3:6). The plinth shall be as per enclosed drawings for following arrangements.

While executing the work of installation of SPV system, care shall be taken to prevent any water leakages from the roof. In case a water leakage is found, suitable remedial action shall be taken by the contractor at no extra cost.

The frame structure should have provision to adjust its angle of inclination to the horizontal, so that it can be installed at the specified tilt angle.

### 4. Battery

Following type of batteries are acceptable.

- a) 48 V, 42 A-hr, (Appr. 2000 watt-hour) with Sealed maintenance free VRLA 50% DoD,
- b) Lithium ferro Phosphate battery 48V 22 Ah (App 1000 watt hour with 90% DOD)

The battery should be installed at safe location inside the home of households and should be placed inside suitable battery enclosure with battery stand. The self-discharge should not be more than 3% per month with operating temperature of -5 °C to 55°C.

## 5. Light Source

The light sources shall be white LED up to 5 W and Light Output should be Minimum 25 Lux when measured at the periphery of 2.5meter diameter from a height of 2.5 meter. The LED bulbs should be indigenously manufactured and should be of reputed make from PIA approved vendors. Each household shall be provided with 2 Nos. W-LED bulbs, 1Nos. WLED emergency bulb, 1 Nos. 18 watts LED tube-light 4ft long fixture, a 25 w DC power socket with in-built polarity protection. The W-LED bulbs should not emit ultraviolet lights. The light output must be constant throughout the duty cycle.

The light source should be either for wall mounted or ceiling mounted or can be hung from the ceiling in a stable manner, as per site requirements.

## 6. Protection System

Lightning Protection: The SPV standalone system shall be protected for lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.

## 7. Connection to Households

7.1. For all identified consumers, the contractor shall carry out following works:

- a. Installation of SPV module, Solar DC charge controller, battery bank with battery enclosures & stand, lighting source (3 Nos. LED, 1 Nos. LED tube, USB mobile charger, 25 W power plug), 1 Nos. DC ceiling fan (1200 mm sweep, white in colour)
- b. ISI marked system wiring as per following:
  - i. Panel to charge controller: 2 core 4 sqmm flexible multi strand copper conductor cable as per IS 694. Cable between panel to Solar DC charge controller shall be fixed properly

with cable ties and shall be laid underground as per CPWD specifications between installation support and household.

- ii. Charge controller to battery: 2 core 4 sqmm flexible multi strand copper conductor cable as per IS 694
- iii. Charge controller to USB port for mobile charging: 2 core 1.5 sqmm flexible multi strand copper conductor cable as per IS 694
- iv. Battery to battery connections: 2 core 4 sqmm flexible multi strand copper conductor cable as per IS 694

All cables shall be terminated using copper lugs (ring type) duly crimped by a crimping machine. The cable shall be free of joints.

- c. Wiring fixtures: Rigid non-metallic 12mm dia conduits for electrical installations as per IS-2509(latest amendment) having ISI stamping to be used for all system and internal wiring works. The wires must be properly dressed and fixed on supporting structure at 1 feet intervals. Suitable tying materials like nylon cable ties or 16/18 SWG insulated GI wire shall be used to tie / dress the wire at interval of 1 ft. Depending on size of wall structure available at beneficiary house, decision shall be taken to provide length of cable ties. In case brick wall or solid structure of house is available for wiring, clips may be provided at 1 feet distance to hold the rigid nonmetallic 12mm dia conduits pipes. 25 W power plug, USB port shall be installed on 40 mm dia round switch board properly installed on wall structure. At all corners wiring should be dressed properly using round corners etc.

Following materials shall be used for single phase service connection:

- 7.1.1. DC Fan: 1200 mm sweep ceiling fan white in colour shall be operating on 48 V DC. Fan should operate on variable frequency drive technology. Fan shall be of 30 W (+/- 10%) and with speed of maximum 300-320 rpm. Fan should operate at around 10 W (+/- 10%) power consumption at lowest speed. Fan should be operated by a remote control.
- 7.1.2. pedestal fan operating on 48 V DC can be provided where ceiling fan can't be installed
- 7.1.3. W-LED Tube light: 48-inch-long LED tube-light shall be operating on 18W/48 V DC on full capacity. Tube light should be operated by a remote control having variable intensity control

facility. At minimum intensity of light Tube light should operate at 5-6 W power consumption.

- 7.1.4. Remote Control: Ceiling fan and Tube light should operate by a mobile remote control switch. It should have facility to change speed of fan as well as intensity of illumination of tube light and also have provision to turn on/off the tube light and fan. While commissioning the system, beneficiary shall be trained for remote control switch operation. The contractor shall provide 2 set of remote control switch to each beneficiary and 5 spare batteries (other than 2 batteries already installed in the remote control switch). The beneficiaries shall also be trained for replacement of batteries in remote control switch in future as per requirement.
- 7.1.5. Manual Switch and regulator to be provided along with the remote control.
- 7.1.6. House wiring: Each Household shall be provided with internal house wiring(ISI marked) as per following:
- a. Between charge controller to Tube light & fan: 2 core 1.5 sqmm flexible multi strand copper conductor cable as per IS 694.
  - b. Charge controller to 2 Nos LED lamps: 2 core 1.5 sqmm flexible multi strand copper conductor cable as per IS 694.
  - c. Charge controller to 1 Nos. LED emergency lamps: 2 core 1.5 sqmm flexible multi strand copper conductor cable as per IS 694.
  - d. Charge controller to power socket (25 w DC point): 2 core 2.5 sqmm flexible multi strand copper conductor cable as per IS 694.
  - e. Charge controller to USB mobile charging point: 2 core 1.5 sqmm flexible multi strand copper conductor cable as per IS 694.

All these cables shall preferably be brown in color for easy identification.

There shall be three different circuits from Solar DCcharge controller to light & fan, emergency light and power socket. There will not be any joint in negative battery wire between charge controller and the equipment. Therefore, separate negative polarity wire must run for different circuits.

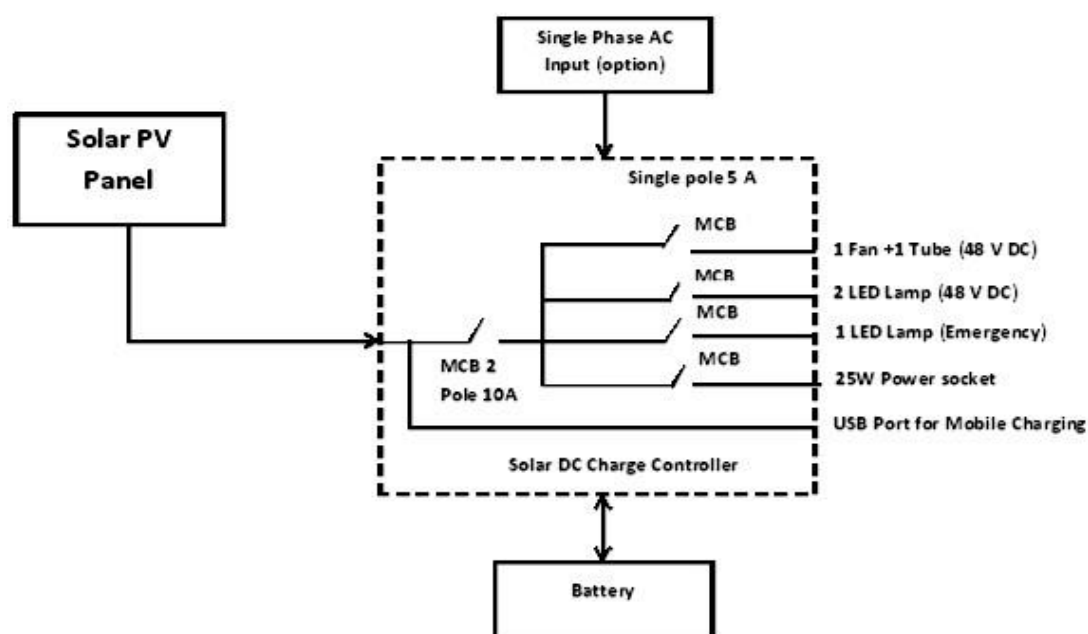
Installation of tube and lamps should be on different walls. The charge controller should be installed at height of around 4 ft. The USB port and power plug should be installed at 4-5 ft. elevation from the ground. The lamp, tube light, mobile charges should not have mounted on Solar DC charge controller box. The height of tube and bulb should not be less than 7 ft.

- 7.1.7. Cable tie: Non-releasable nylon cable ties shall be used suitable for continuous use on -40 degree to + 85 degree centigrade temperature. It should be MIL 23190 E tensile strength complied cable ties having flame resistance capacity in accordance with UL 94V2. Following sizes of Cable tie shall be used depending on requirement at site:

Length	Width
120 mm	4.8 mm
200 mm	4.8 mm
430 mm	4.8 mm

The indicative circuit diagram of household standalone system is given hereunder:

**General Arrangement Drawing of Stand Alone System**



#### Identification of Assets:

All Households Lighting systems are to be provided with a sign board on flex laminated sheet with colour printing by Screen printing method (with proper permanent painting withstanding site conditions) for unique identification of the household / structure. The details of pre-painting

preparations, painting and writing shall be as per scope of work. The sign board (1ft x 1ft) should indicate the name of the scheme, name of implementation agency, capacity of household system. The sign board should be put up immediately after commissioning.

A sign board (min 4 ft x 3 ft) is to be installed in each village at prominent locations like public building, school, health center, Panchayat Bhawan etc. The sign board should contain the name of scheme, Details of village with census code & district name, number of households covered, under the scheme etc. A photograph depicting installation of board shall be submitted to the Project Manager while submission of claim for the completed village. The list of village wise photographs (households lighting system), in soft copy shall be maintained by the contractor and shall be submitted for review at the time of block wise reconciliation of works and associated payments.

#### **Quality & Quantity inspection and compliance to the observation:**

On commissioning, REC Quality Monitors shall inspect the standalone system. 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.

#### **Maintenance:**

The Contractor shall undertake necessary maintenance work of the Solar PV Standalone Systems for five years from the date of commissioning. Solar PV Standalone System is to be designed to operate with minimum of maintenance. The scope of maintenance work within the contract period shall include preventive/routine maintenance activities to ensure proper functioning of solar photovoltaic power plant as a whole as well as break down/corrective maintenance in the event of malfunctions/breakdown, which prevent the operation of the standalone system or part of it & free replacement of spares required for such maintenance in stipulated time period.

While installation, the contractor shall provide User Operating Instructions in local language on A3 size sheet with thick lamination depicting features of the system and general Do and Don't (sample of such instructions sheet is enclosed at Annexure-A) inside the household. This instruction sheet should have hanging facility through a string.

The contractor shall open district wise customer service center with sufficient spares and manpower to make sure rectification of the reported defect within 2 working days of registering the complaint by the household. The Contractor shall register the mobile number of beneficiary for registering any complaint through their 24x7 operated call center. Complaints may also be forwarded through State owned online compliant portal of DISCOM/Power Department. The contractor shall maintain a monthly log of the complaints registered and rectified with details of household name, date, defect etc. These records should be easily available whenever required by the Project Manager/REC. For household standalone system, the contractor shall train the household for necessary cleaning of PV modules.

The maintenance of defective battery including its free replacement during 5 year maintenance period, if it is felt necessary for any reason whatsoever shall be under the scope of maintenance.

In case of non-rectification of the problem after 5 days (120 hours) from reporting the complaint, the Project Manager may consider repairing/replacing such defective system on the cost of the contractor. Notwithstanding the same, contractor shall continue to have the responsibilities and obligations of the subject contract.

User Manual-cum-Training Booklet for routine operation and Maintenance of system must be provided for each of the solar PV system.

## **OPERATION and MAINTENANCE MANUAL**

An Operation, Instruction and Maintenance Manual, in English and the local language, should be provided with the Solar Home System. The following minimum details must be provided in the Manual:

- i. Basic principles of Photovoltaic.
- ii. A small write-up (with a block diagram) on Solar Home Lighting System - its components, PV module, battery, electronics and luminaire and expected performance.
- iii. Significance of indicators. iv. Type, Model number, voltage & capacity of the battery, used in the system.
- v. The make, model number, country of origin and technical characteristics (including IESNA LM-80 report) of W-LEDs used in the lighting system must be indicated in the manual.



- vi. Clear instructions about mounting of PV module(s).
- vii. Clear instructions on regular maintenance and troubleshooting of the Solar Home Lighting System.
- viii. DO's and DONT's.
- ix. Name and address of the contact person for repair and maintenance

**Documentation:**

On completion of district wise work, contractor shall provide beneficiary wise details of standalone system installed in the village depicting unique serial no of set, name of beneficiary, contact number of beneficiary, name & census code of village, date of commissioning, details of Aadhar Card/election card and digital photograph.

The contractor must obtain a copy of photo id proof like Aadhar card, voting id card etc for each household wherein standalone system has been provided. The contractor shall also take digital photographs of all equipment including house wiring, panel, battery etc and submit the photographs in soft copy of each households to the Project Manager. The Project Manager shall ensure strict compliance before release of payment to the contractor.

**QUALITY AND WARRANTY**

The PV module(s) will be warranted for a minimum period of 25 years from the date of supply. PV Modules used in Solar Home Lighting System must be warranted for their output peak watt capacity, which should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty-five (25) years.

The Warranty Card to be supplied with the system must contain the details of the system. The manufacturers can also provide additional information about the system and conditions of warranty as necessary.

## **Section-VIII Bid Forms (Bid Envelope)**

## BID Forms (Bid Envelope)

Bid Proposal Ref. No.:.....

Date: .....

To:

**Chief Executive**  
**Odisha Renewable Energy Development Agency**  
**S-59, MIE, Bhubaneswar-751010**  
**Odisha**

Name of Contract: \_\_\_\_\_

Dear Sir/ Madam,

1.0 Having examined the Bidding Documents, including Amendment ..... dated ..... the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Trial operation, Performance & Guarantee Test as per the provision of Technical Specification) the Facilities under the above-named Project in full conformity with the said Bidding Documents. In accordance with ITB Clause 9.1 of the Bidding Documents, as per which the bid shall be submitted by the bidder under “Single Stage - Bid Envelope” procedure of bidding. Accordingly, we hereby submit our Bid, in Bid envelope i.e. Techno – Commercial Part. Price Part i.e. Price is uploaded. We have submitted and uploaded on-line price bid through emode to be opened subsequently.

2.0 Attachments to the Bid Form (Bid Envelope)

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments:

(a) Attachment 1: Bid Security, in a separate envelope, in the form of Bank Draft/Pay Order/Banks certified Cheque/Bank Guarantee\* for a sum of ..... (*name of currency and amount in words and figures*) initially valid for a period of seven

(07) months from the date set for opening of bids.

\* delete whichever is not applicable.

(b) Attachment 2:

A power of attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 14.

(c) Attachment 3:

The documentary evidence that we are eligible to bid in accordance with ITB Clause 2. Further, in terms of ITB Clause 9.3 (c) & (e), the qualification data has been furnished as per your format enclosed with the bidding documents [Attachment-3(QR).  
\* Further, the required Joint Venture Agreement signed by us and our Partners has also been furnished as per your format [Attachment-3(JV).

\* Delete if not applicable

(d) Attachment 4:

The documentary evidence establishing in accordance with ITB Clause 3, of the Bidding Documents that the facilities offered by us are eligible facilities and conform to the Bidding Documents has been furnished as Attachment 4. A list of Special Tools & Tackles to be used by us for erection, testing & Commissioning and to be handed over to Employer, the cost of which is included in our Bid Price, is also enclosed as per your format as Attachment 4A. A list of Special Tools & Tackles to be brought by the contractor for erection, testing & Commissioning and to be taken back after completion of work, whose cost is not included in our bid price, is enclosed as per your format as Attachment 4B.

The details of all major items of services or supply which we propose subletting in case of award, giving details of the name and nationality of the proposed subcontractor/sub-vendor for each item.

(e) Attachment 5:

(f) Attachment 6: The variation and deviations from the requirements of the Conditions of Contract, Technical Specification and Drawings (excluding critical provisions as mentioned

at clause 6.0 below) in your format enclosed with the Bidding Documents, including, inter alia, the cost of withdrawal of the variations and deviations indicated therein.

(g) Attachment 7: Manufacturer's Authorisation Forms - registered/notarized (h)

Attachment 8: Work Completion Schedule.

(i) Attachment 9: Information regarding ex-employees of Employer in our firm.

(j) Attachment 10: Integrity Pact, in a separate envelope, duly signed on each page by the person signing the bid.

(k) Attachment 11: Option for Interest bearing Initial Advance payment and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

(l) Attachment 12: Additional Information

(m) Attachment 13: Declaration for tax exemptions, reductions, allowances or benefits

(n) Attachment 14: Declaration

(o) Attachment 15: Bank Guarantee verification checklist

3.0 We are aware that, in line with Clause No. 27.1 (ITB), our online price bid is liable to be rejected in case the same contains any deviation/omission from the contractual and commercial conditions and technical Specifications other than those identified in this Bid Envelope.

3.1 We are aware that the Price Schedules do not generally give a full description of the Work to be performed under each item and we shall be deemed to have read the technical specifications, scope of works and other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included in each item while filling-in the rates and prices in price schedule quoted and uploaded in e-procurement web-portal.

3.2 We declare that as specified in Clause 11.5, ITB, of the Bidding Documents, prices quoted by us in the Price Schedules shall be fixed and firm during the execution of Contract.

4.0 We confirm that except as otherwise specifically provided our Bid Prices quoted and uploaded in e-procurement web portal include all taxes, duties, levies and charges as may be assessed

on us, our Sub-Contractor/Sub-Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India.

4.1 100% of applicable Taxes and Duties which are payable by the Employer under the Contract, shall be reimbursed by the Employer after dispatch of equipment on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the Bidding Documents.

4.2 We further understand that notwithstanding 4.0 above, in case of award on us, you shall also bear and pay/reimburse to us, Excise Duty, GST (but not the surcharge in lieu of GST), local tax and other levies in respect of direct transaction between you and us, imposed on the Plant & Equipment including Mandatory Spare Parts specified in Schedule No. 1 of our Price Schedule quoted and uploaded on e-procurement web portal, to be incorporated into the Facilities; by the Indian Laws.

4.3 We also understand that, in case of award on us, you shall reimburse to us octroi/entry tax as applicable for destination site/state on all items of supply including bought-out finished items, which shall be dispatched directly from the sub-vendor's works to the Employer's site (sale-in-transit). Further, Service Tax, if applicable, for the services to be rendered by us, the same is included in our bid price quoted and uploaded on e-procurement web portal.

4.4 We confirm that we shall also get registered with the concerned Sales Tax Authorities, in all the states where the project is located.

4.5 We confirm that no GST in any form shall be payable by you for the bought out items which shall be dispatched directly by us under the First Contract (as referred in para 5.1 below) to the project site. However, you will issue requisite Sales Tax declaration/Vatable forms in respect of such bought out items, on production of documentary evidence of registration with the concerned Sales Tax Authorities.

#### 5.0 **Construction of the Contract**

5.1 We declare that we have studied Clause GCC 2.1 relating to mode of contracting for Domestic Bidders and we are making this proposal with a stipulation that you shall award us two separate Contracts viz 'First Contract' for supply of all equipment and materials including mandatory spares and 'Second Contract' for providing all the services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, testing and commissioning including Trial operation in respect of all the equipment supplied

under the 'First Contract' and other services specified in the Contract Documents. We declare that the award of two contracts, will not, in any way, dilute our responsibility for successful operation of plant/equipment and fulfilment of all obligations as per Bidding Documents and that both the Contracts will have a cross-fall breach clause i.e. a breach in one Contract will automatically be classified as a breach of the other contract which will confer on you the right to terminate the other contract at our risk and cost.

6.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:

- |     |          |                           |
|-----|----------|---------------------------|
| (a) | ITB 13   | Bid Security              |
| (b) | GCC 2.14 | Governing Law             |
| (c) | GCC 8    | Terms of Payment          |
| (d) | GCC 9.3  | Performance Security      |
| (e) | GCC 10   | Taxes and Duties          |
| (f) | GCC 21.2 | Completion Time Guarantee |
| (g) | GCC 22   | Defect Liability          |
| (h) | GCC 25   | Patent Indemnity          |
| (i) | GCC 26   | Limitation of Liability   |
| (j) | GCC 38   | Settlement of Disputes    |
| (k) | GCC 39   | Arbitration               |

Further we understand that deviation taken in any of the above clauses by us may make our bid non-responsive as per provision of bidding documents and be rejected by you.

7.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us, and to achieve the delivery of goods and related services within the time stated in the Bidding Documents.

8.0 If our bid is accepted, we undertake to provide a Performance Security(ies) in the form and amounts, and within the times specified in the Bidding Documents.

9.0 We agree to abide by this bid for a period of six (06) months from the date fixed for opening of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

10.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.

11.0 We understand that you are not bound to accept the lowest or any bid you may receive.

\*12.0 (**For Joint Venture only**) We, the partners of Joint Venture submitting this bid, do agree and confirm that in case of Award of Contract on the Joint Venture, we shall be jointly and severally liable and responsible for the execution of the Contract in accordance with Contract terms and conditions.

13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

Dated this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

Thanking you, we remain,

Yours Sincerely, **For and on behalf of the**

**[Name of the Bidder#]**

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Date:

Place:



Business Address:

Country of Incorporation: (State  
or Province to be indicated)

Name of the Principal Officer:

Address of the Principal Officer:

\*Applicable in case of a bid from Joint Venture of firms.

#In case the bid is submitted by a Joint Venture, the name of the Joint Venture should be indicated

Note: Bidders may note that no prescribed proforma has been enclosed for:

(a) Attachment 2: Power of Attorney.

(For Attachments 2 Bidders may use their own proforma for furnishing the required information with the bid).

**Attachment-3(JV)**

**(Joint Venture Agreement and Power of Attorney for Joint Venture\*)**

Bidder's Name and Address:

To: <Name and Address of Employer>

Dear Sir,

The Joint Venture Agreement (as per the proforma attached at no. 15 in Section-VI, Sample Forms and Procedures, Conditions of Contract, of the Bidding Documents) and Power of Attorney for Joint Venture (as per the proforma attached at no. 14 in Section-VI, Sample Forms and Procedures, Conditions of Contract, of the Bidding Documents) are enclosed herewith.

\* Applicable for Joint Venture.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-3 (QR)

**(Qualifying Requirement Data)**

**Bidders Name & Address:**

**To**

**<Name and Address of the Employer>**

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Annexure-A (BDS) of the Section - III (BDS), & additional information required as per **ITB clause 9.3(c)** 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 BDS 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 4.0 below.]

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

A. 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).

B. 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.]*

### 3.0 Pre-qualification criteria – Part A:

#### 3.01 Technical:

##### (III) Part I: Supply, Erection, Testing & Commissioning of Solar PV Standalone System

The detailed criteria is mentioned at 1.01 (I) of Annexure-A to BDS at Section-III.

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

**experience in compliance to para 1.01 (I) {(i) or (ii) or (iii)} of Annexure-A to BDS**

**(Section-III) [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.01 (I) (iv) of Annexure-A to BDS (SectionIII)]**

**is also is to 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 1.01 (I) {(ii) or (iii)} of para 1.01 (I) (iv) of Annexure-A to BDS (Section-III) shall fill below format for two or all three contracts.**

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 7 years as on the originally scheduled date of bid opening):	
A3.	<b>Contract Reference No. &amp; Date of Award</b>	

A4	<p>Name and Address of the Employer/Utility</p> <p>by whom the Contract was awarded</p> <p style="text-align: right;">e-mail ID _____</p> <p style="text-align: right;">Telephone No. _____</p> <p style="text-align: right;">Fax No. _____</p>	<p>_____</p> <p>_____</p> <p>_____</p>
A5(i)	<p>Name of similar works successfully erected, tested and commissioned</p> <p>Capacity successfully erected, tested and commissioned for Solar System(in KWp)</p>	<p>_____</p>
(ii)	<p>% of Capacity executed w.r.t. Solar capacity proposed in bid (in %)</p>	<p>_____</p>
A6(i)	<p>Date of successful execution of the Contract/Date of commissioning</p>	<p>_____</p>
(ii)	<p>No. of years the above referred solar system works is in successful operation as on the date of bid opening</p>	<p>_____ years</p>

A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i>
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

### 3.02 Commercial

The detailed criteria is mentioned at 1.02 of Annexure-A to BDS at Section-III.

#### **Format C: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for commercial**

**experience in compliance to para 1.02.1 (i) of Annexure-A to BDS at Section-III [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.02.5 of Annexure-A to BDS at Section-III) 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 1.02.1 {(ii) or (iii)} of Annexure A to BDS at Section-III shall fill below format for two or all three contracts.**

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	Name of Contract (executed during the last 5 years up to 24.02.2023):	

A3.	<b>Contract Reference No. &amp; Date of Award</b>	
A4	Name and Address of the Employer/Utility  by whom the Contract was awarded   <div style="text-align: right;">           e-mail ID _____            Telephone No. _____            Fax No. _____         </div>	
A5(i)	<b>Name of similar completed work</b>	_____
(ii)	<b>Cost of the project</b>	_____
(iii)	<b>% of cost w.r.t. estimated cost of this bid (in %)</b>	_____
A6(i)	Date of successful execution of the Contract/Date of commissioning	_____
A7.	Capacity in which the Contract was undertaken (Check One)	<input type="checkbox"/> Prime Contractor <input type="radio"/> Partner of JV <input type="checkbox"/> Subcontractor <i>(Tick whichever is applicable)</i> (
A8.	Details/documentary evidence submitted in support of stated experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

**Format D: Format for the Bidder (Single Firm / Partner(s) in case of Joint Venture) for commercial experience in compliance to para 1.02.2, 1.02.3 & 1.02.4 of Annexure-A to BDS at Section-III [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.02.5 of Annexure-A to BDS at Section-III) is also to furnished, as applicable, using this format.**

A1.	Name of Bidder/Lead Partner of JV/other partner(s) of JV	
A2.	<p>Net-worth in last three years</p> <p>1. Financial Year 2017-18</p> <p>2. Financial Year 2018-19</p> <p>3. Financial Year 2019-20</p>	<p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p>
A3.	<p>Minimum Average Annual Turnover (MAAT)</p> <p>1. Financial Year 2016-17</p> <p>2. Financial Year 2017-18</p> <p>3. Financial Year 2018-19</p> <p>4. Financial Year 2019-20</p> <p>5. Financial Year 2020-21</p>	<p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p> <p>: Rs. ----- lakhs</p>
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 experience/Contract	

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)



3.02.1 Failure to comply with this requirement will result in rejection of the joint venture's bid. Sub contractors' experience and resources shall not be taken into account in determining the bidder's compliance with qualifying criteria.

3.02.2 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 shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners as per proforma in section "Annexure" of Special Conditions of Contract.

3.02.3 All partner 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 bid.

#### **4.0 Pre-qualification criteria – Part B:**

The Bidder shall also furnish following documents/details with its bid:

4.01.1 A certificate from banker (as per format) 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 Employer may make queries with the Bidders' bankers.

4.01.2 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.

4.01.3 Note:

4.01.3.1 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.

4.01.3.2 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 - 2.01.3.1 above certifying that these information/documents are based on the audited accounts, as the case may be.

4.01.4 Litigation History:

4.01.4.1 The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid.

4.01.4.2 Notwithstanding anything stated hereinabove, the Employer reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessment in an overall interest of the Employer. The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

#### **Attachment-4**

##### **(Form of Certificate of Origin and Eligibility)**

Bidder's Name and Address:

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

We hereby certify that equipment and materials to be supplied are produced in ..... , an eligible source country.

We hereby certify that our company is incorporated and registered in ..... , an eligible source country.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

**Attachment-4A**

**(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).....

Attachment-4B

**(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:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

### Attachment-5 (Bought-out & Sub-contracted Items)

Bidder's Name and Address:

To: XXXXX (Name and Address of Employer)

Dear Sir,

1.0 We hereby furnish the details of the items/ sub-assemblies, we propose to buy for the purpose of furnishing and installation of the subjectProject:

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

2.0 We ***hereby declare that, we would not subcontract the erection portion of the contract without the prior approval of Employer.***

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-6

**(Alternative, Deviations and Exceptions to the Provisions)**

Bidder's Name and Address:

To: XXXXX (Name and Address of Employer)

Dear Sir,

*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 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.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

**Attachment-7**

**(Manufacturer's Authorization Form)**

*(On Manufacturer's Letterhead, see Clause 9.3(c) of the ITB)*

**To: [Insert: name of Employer]**

Dear Ladies and/or Gentlemen,

WE [insert: **name of Manufacturer**] who are established and reputable manufacturers of [insert: **name and/or description of the plant & equipment**] having production facilities at [insert: **address of factory**] do hereby authorize [insert: **name & address of Bidder**] (hereinafter, the "Bidder") to submit a bid, and subsequently negotiate and sign the Contract with you against IFB [insert: **title and reference number of Invitation for Bids**] including the above plant & equipment or other goods produced by us.

We hereby extend our full guarantee and warranty for the above specified plant & equipment materials or other goods offered supporting the supply, installation and achieving of Operational Acceptance of the plant by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee and warranty obligations. We also hereby declare that we and ....., [insert: **name of the Bidder**] have entered into a formal relationship in which, during the duration of the Contract (including warranty / defects liability) we, the Manufacturer or Producer, will make our technical and engineering staff fully available to the technical and engineering staff of the successful Bidder to assist that Bidder, on a reasonable and best effort basis, in the performance of all its obligations to the Purchaser under the Contract.

For and on behalf of the Manufacturer

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



In the capacity of [*insert: **title of position or other appropriate designation***] and this should be signed by a person having the power of attorney to legal bind the manufacturer.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

*Note 1. The letter of Undertaking should be on the letterhead of the Manufacturer and should be signed by a person competent and having Power of Attorney to legally bind the Manufacturer. It shall be included by the bidder in its bid.*

*2. Above undertaking shall be registered or notarized so as to be legally enforceable.*

Attachment-8

**(Work Completion Schedule)**

Bidder's Name and Address:

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

Dear Sir,

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	
4.	Manufacturing	

Sl. No.	Description of Work	Period in months from the effective date of Contract
	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>Sl. No.</b>	<b>Description of Work</b>	<b>Period in months from the effective date of Contract</b>
	b) completion	

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....

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.

**Attachment-9**

**(Guarantee Declaration)**

Bidder's Name and Address:

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

Dear Sir,

We hereby declare that this Attachment of "Guarantee Declaration" is furnished by us in Packet-I of Inner Envelope-2 of bid envelope.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-11

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

Bidder's Name and Address:

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

Dear Sir,

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 <b>XXXXX (<i>Name of Employer</i>)</b>	Date of Retirement/ resignation from <b>XXXXX (<i>Name of Employer</i>)</b>	Date of joining and designation in our Organisation
1.	.....	.....	.....

2. ....

3. ....

4. ....

5. ....

---

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.

**(PRECONTRACT INTEGRITY PACT)**

**General**

This pre-bid pre-contract Agreement (here in after called the Integrity Pact) is made on day of the month of 2010, between, on one hand, the ..... (Name of Owner) acting through Shri..... (Name and designation of Project Manager) (here in after called the "BUYER", which expression shall mean and include, unless *the* context otherwise requires, his success or sin office and assigns) of the First Part and M/s..... (Name of Bidder) represented by Shri ,Chief Executive Officer (here in after called the "BIDDER/Seller "which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure (Name of the Stores/Equipment/Item) and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a PSU/Utility/Department of State Govt. performing its functions on behalf of the ..... (Name of owner).

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

### **Commitments of the BUYER**

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach
- 2.0 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

- 3.0 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfairness and illegal activities during any stage of its bid or during any pre-contract or postcontract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.



- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or for bearing to door having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavour to any person in relation to the contract or any other contract with Government.
- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/ integrator/ authorised government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, 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, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, Fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER 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 shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the

BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER 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 BUYER.

#### **4. Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **5. Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount..... (to be specified in RFP) as

Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

- (i) Bank Draft or a Pay Order in favour of
- (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid upto a period of ..... years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER 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 or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the UBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER (vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the BUYER.

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

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(X) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

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

## **7. Fall Clause**

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

## **8. Independent Monitors**

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance to as Monitors) for this Pact in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).

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 BUYER.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant

the 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/Subcontractor(s) with confidentiality.

8.7 The BUYER will provide to the Monitor 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 BUYER/Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should 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 BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

## **10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

## **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 extant law in force relating to any civil or criminal proceedings **12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER 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.....

BUYER

BIDDER

Name of the Officer

CHIEF EXECUTIVE OFFICER

Designation

Dept./PSU

Witness

Witness

1.....

2.....

2.....

3.....

\* Provisions of these clauses would need to be amended/ deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers

Attachment-15

**(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)**

Bidder's Name and Address:

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

Dear Sir,

- I. We have read the provisions in the Bidding Documents regarding furnishing the option for advance payment. Accordingly, as per ITB Clause 9.3 as provided in Section BDS, Section III, of the Bidding Documents, we hereby confirm to opt the following:

Interest Bearing Initial Advance

Supply Portion :        Yes\*    [   ]        No\* [   ]

Installation 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.	Central Sales Tax (CST) No.	
6.	State Sales Tax No.	
7.	Work Contract Tax No.	
8.	Service Tax Registration No.	
9.	PF Registration No. of the Company	
10.	PF Regional Office covered (with Address)	

11.	Name of Contact Person	



12.	Telephone No(s).          Email	Landline(s):          Mobile(s):          Email ID :
13.	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
14.	9 digit MICR code printed at bottom in middle, next to cheque no.	

15.	IFSC (for RTGS)/NEFT Code ( <i>to be obtained from the Bank</i> )	
	<b><i>Sample Cancelled Cheque to be enclosed</i></b>	

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.

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-16

**(Additional Information)**

Bidder's Name and Address:

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

Dear Sir,

In support of the additional information required as per ITB Sub-Clause 9.3 (p) of the Bidding Documents, we furnish herewith our data/details/documents etc., alongwith 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, Section-VI: Sample Forms and Procedures) 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 ITB clause

9.3(p)(i)]

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 <b>3 months</b> 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	<hr/> <hr/> <hr/>

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 **Litigation History**

*The bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result in rejection of Bid. [Reference ITB clause 9.3(p)(ii)]*

- 2.1 Details of litigation history resulting from Contracts completed or under execution by the bidder over the last five years

Year	Name of client, cause of litigation/arbitration and matter in dispute	Details of Contract and date	Award for or against the bidder	Disputed amount

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### 3.0 OTHER INFORMATION

#### 3.1 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

#### 3.2 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										

4. 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.
5. 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.

Date:.....

(Signature) .....

Place:.....

(Printed Name) .....

(Designation) .....

(Common Seal) .....

#### **Attachment- 17**

##### **(Declaration for tax exemptions, reductions, allowances or benefits)**

Bidder's Name and Address:

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

Dear Sirs,

1. We confirm that we are solely responsible for obtaining following tax exemptions, reductions, allowances or benefits in respect of supplies under the subject 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.)*

Date:..... Signature)..... Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

Attachment-18

**(Declaration)**

Bidder's Name and Address:

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

Dear Sir,

We confirm that Bid Form have been filled up by us as per the provisions of the Instruction to Bidders. We have also uploaded price bid electronically as per the provisions of the Instruction to Bidders. Further, we have noted that the same shall be evaluated as per the provisions of the Bidding Documents.

Further, we hereby confirm that except as mentioned in the Attachment – 6 (Alternative, Deviations and Exceptions to the Provisions) hereof and/or the Covering Letter, forming part of our Bid Envelope:

- (i) there are no discrepancies/inconsistencies and deviations/omissions/ reservations to the Bidding Documents, in the price bid;
- (ii) the description of items and the unit thereof in the price schedules are in conformity with those indicated in the price schedule of the Bidding Documents without any deviation to the specified scope of work.

We also confirm that in case any discrepancies/ inconsistencies and deviations/ omissions/ reservations, as referred to in para (i) and (ii) above, is observed in the online price bid, the same shall be deemed as withdrawn/rectified without any financial implication, whatsoever to **XXXXX (*Name of Employer*)**. However, in case of any arithmetical errors, the same shall be governed as per the provision of ITB Sub-Clause 27.2 read in conjunction with BDS.

Date:..... (Signature).....

Place:..... (Printed Name).....

(Designation).....

(Common Seal).....



**(Bank Guarantee verification Check list)**

Bidder's Name and Address:

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

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/ initialled 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)?		

Date:.....

(Signature).....

Place:.....

(Printed Name).....

(Designation).....

(Common Seal).....

# Section-IX Technical Specification

## 1. Solar photo voltaic (PV) module

- 1.1 The design, engineering, manufacture, assembly, stage inspection, final inspection and testing before dispatch, packing and delivery at destination stores by road transport, transit insurance of Solar PV Module, complete with all fittings, accessories, associated equipment's, spares, etc. Required for its satisfactory operation shall conform to IEC 61215:2005 and IS 14286:2010 (with latest amendments).
- 1.2 The scope of supply includes the provision of type test. The equipment offered should have been successfully type tested within five years from date of tender and the designs should have been in satisfactory operation for a period not less than three years as on the date of order. Compliance shall be demonstrated by submitting, (i) authenticated copies of the type test reports and (ii) performance certificates from the users, preferably from Central Govt./State Govt. or their undertakings.

- 1.3 The Solar PV Module shall conform in all respects to highest standards of engineering, design, workmanship, this specification and the latest revisions of relevant standards at the time of offer and the employer shall have the power to reject any work or material, which, in his judgment, is not in full accordance therewith. The PV Module offered, shall be complete with all components, necessary for their effective and trouble free operation. Such components shall be deemed to be within the scope of supply, irrespective of whether those are specifically brought out in this specification and / or the commercial order or not.
- 1.4 The Engineer reserves the right to reject the material if on testing the efficiency of panels is lower than the declared efficiency beyond tolerance limit as per IS /IEC or specified in technical particular from the guaranteed value including tolerance as per this specification and if any of the test results do not match with the values, given in the guaranteed technical particulars and as per technical specification.
- 1.5 Indigenously manufactured PV modules should be used.
- 1.6 The PV modules must conform to the latest edition of the following IEC / equivalent BIS Standards for PV module design qualification and type approval:

Sl. No.	Standard	Description
1.	IEC: 61215/IS: 14286	Crystalline silicon terrestrial photovoltaic modules – Design qualification and type approval.
2.	IEC: 61730 – Part 1	Photovoltaic (PV) module safety qualification – Requirements for construction.
3.	IEC: 61730 – Part 2	Photovoltaic (PV) module safety qualification – Requirements for testing.

- 1.7 The general Technical Parameters are given hereunder:

1. SPV Module Capacity : 200 Wp as per state specific approval
2. The PV modules should be made up of crystalline silicon solar cells and must have a certificate of testing conforming to IEC 61215 Edition II / BIS 14286 from NABL or IECQ accredited Lab.
3. The module efficiency should not be less than 14%
4. The terminal box on the module should have a provision for opening, for replacing the cable, if required.
5. There should be a Name plate fixed inside the module which will give:
  - a. Name of the manufacturer or Distinctive Logo.
  - b. Name of the Scheme (SAUBHAGYA)
  - c. Name of DISCOM/Power Department
  - d. Model Number
  - e. Unique Serial Number
  - f. Year of Manufacture

- g. A distinctive serial number starting with NSM will be engraved on the frame of the modules or screen printed on the tedlar sheet of the module.

## 1.8 DRAWINGS

a) The contractor shall furnish, within fifteen days after issuing of Letter of Award, Six copies each of the following drawings/documents incorporating the Solar PV module rating and efficiency for approval:

- i) Detailed overall general arrangement drawing showing front and side elevations and plan of the Module and all accessories with details of dimensions, net weights and shipping weights, etc.
- ii) Name plate drawing and connection diagrams.
- iii) Interconnection diagrams.
- iv) Technical leaflets of major components and fittings.
- v) As built drawings of schematics, wiring diagram etc.
- vi) Completed technical data sheets.

b) All drawings, documents, technical data sheets and test certificates, results calculations shall be furnished.

c) Any approval given to the detailed drawings by the Employer's shall not relieve the contractor of the responsibility for correctness of the drawing and in the manufacture of the equipment. The approval given by the employer shall be general with overall responsibility with contractor.

## 1.9 QUALITY AND WARRANTY

- i. The PV module(s) will be warranted for a minimum period of 25 years from the date of supply. PV Modules used in Solar Home Lighting System must be warranted for their output peak watt capacity, which Should not be less than 90% at the end of Ten (10) years and 80% at the end of Twenty five (25) years.
- ii. The Warranty Card to be supplied with the system must contain the details of the system. The manufacturers can also provide additional information about the system and conditions of warranty as necessary

### 2. Battery (For Household)

1. The battery should be 48V, 42 AHr Battery array should be of Sealed maintenance free VRLA battery .
2. Battery sizing should be @ 8 V Ah/Wp (>1500 cycles with 50% DoD) for SMF VRLA battery

#### Technical Parameters

S. No	Description	Parameter/ value ( Applicable for only off – grid solar)
1.1	System Voltage (Nominal)	48VDC

1.2	Nominal energy	1 KWh for 200 Wp panel @ C10 rate @ 25degC
1.3	Solar Panel capacity	200 Wp
	<b>Load setting proposed in the controller</b>	
1	Maximum permissible DOD for New battery	50%
2	(a) Maximum Operating Load limited in Watts	80 watts
	(b) Max Allowable Emergency load in Watts	10 Watts
3	Allowable Energy out from battery - maximum per day	300Wh (4 Hrs x 80W or 5Hrs x 60W or 6Hrs x 50W....)
4	(a) Recommended normal load cuts off based on On-discharge voltage	1 <sup>st</sup> Year : 48.5V 3 <sup>rd</sup> Year : 46.0V 4 <sup>th</sup> Year : 44.0V
	(b) Recommended emergency load cuts off based on On- discharge voltage	1 <sup>st</sup> Year : 47.5V 3 <sup>rd</sup> Year : 45.0V 4 <sup>th</sup> Year : 43.0V
5	(a) Normal load Switch on(reconnect) based on ON-charge voltage	54.0V
	(b) Emergency load Switch on(reconnect) based on On- charge voltage	53.5V
6	Condition for full charge:	Once in 60 days, the battery should be in charge mode for 3 continuous days to allow the battery to fully charge.
		In case, the Battery Voltage during these 3 days period is not stayed at charge voltage of 56.8 for 5 consecutive hours, bring the battery to service station of contractor and charge fully.
7	Charge balance (120%)	

8	Warranty	5 Year
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3. **Solar DC Charge controller (For household) Features:**

1. Advanced micro-controller technology with accurate voltage settings.
2. Nominal battery voltage 48 V
3. High efficiency regulation with three stage charging technique
4. Acoustic warning for faulty conditions

**Protection:**

1. Transient / surge protection
2. Over – Charge & Deep Discharge Protection
3. Solar Reverse Polarity Protection
4. Electronic Overload Protection
5. Reverse Current Protection from battery at night
6. Fuse in the battery path for battery reverse polarity & short circuit in the controller.

PARAMETER	SPECIFICATIONS	REMARKS
Solar Input	Solar PV Panel –200Wp,Vmp – 48 V	
AC Mains Input	180V-230VAC, upto500W	Option to be provided
Battery Bank	42 Ah – 48 volt sealed maintenance free VRLA battery (50% DoD), Each battery of 12 volt -42 Ah	
Battery Charge Control	MPPT integrated	
DC Output Options	Support upto1 Homes As per scope of works	For both normal and emergency line, the maximum permissible load is limited to 125W
PARAMETER	SPECIFICATIONS	REMARKS
Type of DC loads	LED lamps, LED tube lights, DC fans and	DC Television optional
	Cell phone USB Chargers, Power Socket as per scope of works	
DC Power Output Ratings	125 W Max @ 45-51V	
Status LED Indicators	Input Availability, Load Availability and Battery Condition	

Protection features	Fuse for battery; Battery LV and HV cutoff; short-circuit protection, over voltage protection	
Communication	Bluetooth Low Energy Ver4.0 or higher supporting SPP for communication with a handheld terminal (phone or tablet) for prepaid metering support and data logging including real time monitoring of solar / grid / battery power in / out.	
User Input	Numeric Keypad for sequence entry (3x4) to support prepaid metering feature	
Accuracy of BLE readings	+/- 5%	Inaccuracies are higher at lower DC Load levels.
Ambient Operating Temperature	-20°C to +70°C	Temperature range is for OGH unit only and not applicable for Battery bank / Solar panels
Type of Installation	Indoor with IP20 class protection	
Battery Backup time	Up to 4 hours on a load of 125W	

INDICATORS :The system should have following indicators:

- When Solar power is available to the panel – LED is ON, or else LED OFF
- The battery indicator should blink and indicate the charging under progress through sun-light
- The battery indicator should blink and indicate the charging under progress through grid
- The respective blinking of indicators (as per b & c above) should illuminate continuously ON when battery is fully charged
- When load is ON, an indicator must get switch ON
- Red indicator should indicate the battery 'Load Cut Off' condition



#### 4. 48 V DC powered ceiling fans/ pedestal fan with feature for remote operation

##### Technical Specifications

Parameter	Specifications
Type of fan	External rotor
Type of motor	Permanent Magnet Brush Less Direct Current (PM BLDC)
Fan size (Sweep)	1200 ±5 mm
Nominal Operating Voltage	48 V DC
Operating Voltage Range	45-52 V DC
Power input	30 W Max
Max Speed	300 – 320 RPM
Air delivery at max speed	200-210 m3/min
Motor controller	Sensor less control strategy
ON/OFF and speed control operation	With built-in remote (IR) Sensor for external remote control
Multiple speed settings	From 180 RPM to max speed in near equal steps from remote
Starting	Fan shall start and run at 45V to 52 V DC
Start up at all speeds	Smooth starting with a maximum of 180 degree (mechanical) reverse rotation, if any.
Memorising last set speed	Fan controller shall be capable of running at the last set speed, at the time of Power ON
Insulation resistance	5 M Ohm @ 600 V DC
Winding Temperature rise	70 ° C
Type of blades	Aluminium sheet

Protection features	Blocked Blade, Reverse polarity, Over voltage and Over Current	
Operating noise at at full speed	65 dBA	
No load operating noise	52 dBA	
Motor construction	Totally enclosed type	
Corrosion resistance	Motor body and blades shall be corrosion resistant	
Safe operation temperature	50 ° C	
Max humidity	90 % Rh	
Other fan accessories	Standard down rod, canopy and shackle clip	
Safety features	Compliance to mechanical safety of fan suspension system (clamp and down rod)	
Remote control signals, commands and codes		
Communication Protocol	NEC derived custom protocol	
Carrier Frequency	38 ± 1 kHz	
Operating distance (line of sight)	5 m	
Feedback signal to user	Light signals to user for 2s whenever remote is operated	
Control signals	Command	Hex Codes
Fan ON or OFF	F_ON_OFF	0x00FF42BB
Fan speed increase	F_UP	0x00FF52AA
Fan speed decrease	F_DN	0x00FF7888
Code description		

Command	Hex Code	Binary Codes (32 bits)	Reversal of of binary digits in Hex Code	Decimal notation of the Code
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F_ON_OFF	0x00FF42BB	0b 0000 0000 1111 1111 0100 0010 1011 1011	DD42FF0 0	3712155392
F_UP	0x00FF52AA	0b 0000 0000 1111 1111 0101 0010 1010 1010	554AFF0 0	1430978304
F_DN	0x00FF7888	0b 0000 0000 1111 1111 0111 1000 1000 1000	111EFF0 0	287244032

**Data reception** As per NEC protocol for communication

**(i) Total length of the data reception in one cycle in 32 bits.**

- Logical '0' – a 562.5μs high signal followed by a 562.5μs low signal, with a total time of 1.125ms
- Logical '1' – a 562.5μs high signal followed by a 1.6875ms low signal, with a total time of 2.25ms.

**(ii) Start sequence:** A high signal of 9ms followed by a low signal of 4.5ms and thus making a total time of 13.5ms; bit sequence is modulating signal.

**5. DC LED lamp (for Household):** Technical Specification for DC powered LED bulb operating at 48 V DC

PARAMETER	SPECIFICATIONS
Wattage(@48VDC)	5W±5%
System Input Voltage	45 to51V DC
System Lumen Output @48VDC	>360lm
Color Rendering Index	>75
CCT	5100 Kto6700 K
LED luminous efficacy (typical)	130lm/W
System luminous efficacy (typical)	75 lm/W
Life Span for LED	L70>36000 hrs
Light Degradation Factor	<5%after6000 hrs
Chromaticity shift	<0.0025after6000Hrs
Quality of light output	Uniform and no visible LED spots
Operating temperature	0 to45 °C

Case Temperature	<75 °C
Operation Mode	External Switch
Bulb Casing	AluminumCasting
Bayonet type	Standard B22typeBayonet
Diffuser material	Polycarbonate
IP Grade	40
Protections	Input Reverse Polarity, Input transients, Output Short Circuit and Thermal Shut Down
Certification	LM80
Design and Manufacturing	India

**6. DC LEDTube light (For household):** Technical Specifications for DC powered DC LED Tube light operating at 48V DC and controlled by a specified remote

PARAMETER	SPECIFICATIONS
Input Wattage	< 18 W
DC Input Voltage	45 to 51V
LED Driver Efficiency (@ high intensity level for the supply voltage range of 45-51 V DC)	>94%
Driver Output Voltage	33 to 39 V
Driver Output Current	435 mA $\pm$ 5%
Total Lumen Output with diffuser	> 1380 at maximum brightness setting;> 150 at minimum brightness setting
Color Rendering Index	> 80
CCT	5600 K to 7000 K
LED luminous efficacy	> 130 lm/W
System luminous efficacy (typical) @ 48 V	> 90 lm/W
High frequency ripple at input	< 600 mV p-p
Life Span for LED	L70 > 36000hrs
Light Degradation Factor	< 5% after 6000 hrs
Quality of light output	Uniform and not visible LED spots

Operating temperature	0 to 45 °C
Case Temperature	< 60 °C
External DC Driver	Must have built-in IR sensor. The driver cover must overlap > 5 mm (around 8 mm) into the tube light edge
Light ON/OFF and dimming operation	By an external IR Remote having three button (for ON/OFF, light intensity increase and light intensity decrease)
Start-up mode options	Option 1: Comes on with about 50 % intensity level; Option 2: Comes on with last setting prior to shut-off

Dimming Method	PWM
Dimming lux levels of light (approx) @ 48V	5 steps (10 %, 25 %, 50 %, 75% and 100%)
LED tube size and length	T8, (25.4 mm) and 1200 mm
Diffuser material	UV treated polycarbonate
IP Grade	20
Operation of LED light	Trouble free and not to cause interference to other DC loads
Protections	I/P Reverse Polarity, O/P Open Circuit, Short Circuit, Thermal Shut Down and non-compatibility to AC tube light fixtures
Type of mounting	Wall Mounting (The required accessories shall be provided by the supplier)
Certification	LM80forLEDand LM79(for product)
Design and Manufacturing	India

#### **IR Remote operation, control signals, commands and codes**

Communication Protocol	NEC derived custom protocol	
Carrier Frequency	38±1 kHz	
Operating distance(line of sight)	3m	
Control Signals	Commands	Codes
Light ON or OFF	L_ON_OFF	0x00FFBA47
Light intensity increase	L_UP	0x00FFBF47
Light intensity decrease	L_DN	0x00FFBE47

#### **Code Description**

Command	Hex Code	Binary Codes(32bits)	Reversal of binary digits in Hex Code	Decimal notation of the Code
L_ON_OFF	0x00FFBA47	0b0000000011111111011101001000111	E25DFF00	3797810944
L_UP	0x00FFBF47	0b00000000111111110111111101000111	E2FDFF00	3808296704
L_DN	0x00FFBE47	0b00000000111111110111111001000111	E27DFF00	3799908096
Data reception		As per NEC protocol for communication		

**Total length of the data reception in one cycle in 32 bits.**

-Logical '0' –a 562.5µs high signal followed by a 562.5µs low signal, with a total time of 1.125ms - Logical '1' –a 562.5µs high signal followed by a 1.6875ms low signal, with a total time of 2.25ms.

**(ii)Start sequence:** A high signal of 9ms followed by a low signal of 4.5ms and thus making a total time of 13.5ms; bit sequence is modulating signal.

## 7. Integrated Charger and Socket-Specification

Parameter	Specification
Product	: Mobile Charger
Product Description	: 48VDC Mobile Charger
Product Name	: DC Mobile Charger
<b>Electrical Specifications</b>	
Nominal Voltage Input	: 48V±3V
Voltage Output	: 5.1V
Maximum Current Output	: 2.5 Amps
Efficiency @ FL	: 82%
No Load power consumption	: < 100 mW

Output ripple @FL	: <100mV
Input Ripple @FL :	<100mV
Output voltage Regulation @FL	: <2%
<b>Protection Specifications</b>	
Reverse Polarity Protection	Yes
Over Load Protection	Yes
Short Circuit Protection	Yes

#### 8. DC Socket:

The DC Socket unit allows consumers to utilize 48V DC supply for powering up various DC appliances viz. Laptop adapter, Set top box, Television etc. This unit shall specifically be designed for use with DC installations having mechanical protection for interchange of polarities.

The salient features of DC socket is given below:

- 48V, 2.5A DC socket
- Used for powering DC devices such as laptops, set-top boxes, television etc.
- Uses John's socket pins

#### 9. Remote Specifications

PARAMETER	SPECIFICATIONS
IR Transmitter:	Infrared LED, 940nm
Operation Protocol	NEC
Carrier Frequency	38 kHz
Indicator LED:	3mm Red LED
Maximum operating distance:	3 m
Max. Key Count:	Six
Type of Switches	Tactile
Fan key count:	3 (on/off, Speed increase and decrease)
Light key count:	3 (on/off, Light increase and decrease)
Controller:	16bit Microcontroller

Power Supply	3V Lithiumbattery, Model: CR2032
Power Consumption (Avg.):	Less than 20 mW
Enclosure Material:	ABS Plastic
Approx Dimensions (l × w × h):	80mm×40mm×18mm
Approx. Weight:	35 gms

**1) GALVANISATION:**

All steel members shall be fabricated as per approved drawing having smooth edge, drilled circular/elliptical holes of suitable measurements.

All structural steel members and bolts shall be galvanized as per IS:4759 and zinc coating shall not be less than 610gm/sq. meter for all structural steel members. All weld shall be 6mm filled weld unless specified otherwise. All nuts and bolt shall be of property class 5.6 of IS 1367. Plain washers shall be as per IS 2016 and spring washers shall be IS:3063

**2) INSPECTION:**

All inspection/test will be carried out by representative of owner.

All tests and inspection shall be made at the place of manufacturer unless otherwise specially agreed upon by the manufacturer and the owner. The manufacturer shall provide all reasonable facilities, without charge to satisfy him that the material is being supplied in accordance with the specification.

**The Village list consisting of no. of house holds (as per census), no. of systems to be installed (approximately) is given as Annexure B. subject to change as per survey in the field.**

**Village list\***

Sl No	Name of the district	Name of the village	Nos. of Households
1	Kandhamal	Garimaska/Ladam/Baliguda	17
2	Kandhamal	Dhubusora/Gochhapada/Phiringia	15
3	Kandhamal	Sajutapa	18
4	Malkanagiri	Podakhal	30
5	Malkanagiri	Ranginiguda	40
6	Malkanagiri	Majhiaguda	25



7	Malkanagiri	Karapali	06
Total			151

\*

***The L1 shall be considered on the basis of the total price on supply and installation and commissioning taken together as one cost.***

***In case of claim of exemption from deposition of EMD/ tender cost, sufficient proof in support of claim as prescribed by Govt. of India/ Govt. of Odisha Notification to be attached with the bid.***

## Instruction for uploading the bids

- i) Interested bidders may visit OREDA's website [www.oredaorissa.com](http://www.oredaorissa.com) or [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) for details. **Tender documents can be viewed free of cost.** ii) The bidders shall have to submit the non-refundable tender processing fee for the intended work(s) as mentioned in TENDER SCHEDULE, in e-payment mode only. The processing is inclusive of servicetax @15%.

**( NOTE: For tender processing fee to K.S.E.D.C. Ltd. Bangalore, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking).**

- iii) The bidders are advised to register their user ID, Password, company ID on website [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) by clicking on hyper link "**Register Me**".
- (v) Any clarifications regarding the scope of work and technical features of the project can be had from the undersigned during office hours

**NB:-**All subsequent addendum/Corrigendum to the tender shall be hoisted in OREDA's official web site [www.oredaorissa.com](http://www.oredaorissa.com) and [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) only.

### **PARTICIPATION IN e-TENDER:-**

#### **ACQUISITION OF DIGITAL SIGNATURE CERTIFICATE**

- (i) For all the users it is mandatory to procure the Digital Signatures of **Class III only**.
- (ii) Contractors / Vendors / Bidders / Suppliers are requested to follow the following steps for registration.

#### **REGISTRATION IN TENDER WIZARD PORTAL**

- (i) Log in [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) Click "Register", fill the online registration Form.
- (ii) Payment shall be made to KSEDCL, Bangalore for vendor registration in tender wizard portal in **e-payment** mode only.
- (iii) As soon as the verification is done the e-tender user ID will be enabled/provided.

#### **ON-LINE REQUEST FOR e-tender DOCUMENTS.**

After viewing Tender Notification in [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) if bidder intends to participate in tender, he has to use his e-tendering User ID and Password which has been received after registration and acquisition of DSCs (Digital signature certificate). If any Bidder wants to participate in the tender he has to follow the instructions given below.

- (i) Insert the PKI (which consists of your Digital Signature Certificate) in your System.

(Note: Make sure that necessary software of PKI be installed in your system).

- (ii) Click / Double Click to open the Microsoft Internet Explorer

(This icon will be located on the Desktop of the computer).

- (iii) Go to Start > Programs > Internet Explorer. Type [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) in the address bar, to access the Login Screen.
- (iv) Enter e-tender User Id and Password, click on "Go". Click on "Click here to login" for selecting the Digital Signature Certificate. Select the Certificate and enter DSC Password. Re-enter the e-Procurement User Id Password
- (v) Click "Un Applied" to view / apply for new tenders.
- (vi) Click on Request icon for online request. After making the request, bidder has to pay the requisite tender processing fee (as indicated in tender notice) through **e-payment** facility only available in the portal. Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps.
- (vii) Click to view the tender documents which are received by the user. Tender document screen appears.
- (viii) Click "Click here to download" to download the documents.

***NOTE: For vendor registration and payment of tender processing fee to KESDCL, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.***

#### **PROPER FILLING UP OF THE PRICE SCHEDULE:**

The bidder should fill up the Techno commercial and price schedule properly in the bid sheets provided in .xls format and up-load the same without changing the file name. The tender may be rejected if the schedule of price is submitted in incomplete form.

**NB: The bid sheets (.xls file) shall be uploaded in [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) portal, prior to online closing of the tender. By no other means (except online) price bid shall be accepted for evaluation of tender.**

- (i) After completing all the formalities Bidders will have to submit the tender as specified in NIT and must take care of all instructions. Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not. **Note down / take a print of bid control number once it displayed on the screen**
- (ii) Tender Opening event can be viewed online.
- (iii) Competitors bid sheets are available in the website for all participated bidders.

## NOTES:

For any e-tendering assistant contact help desk number,

**080- 40482000(Bangalore). OREDA HELP DESK- 09937140591/09776823641**

## DEAD LINE FOR SUBMISSION OF BIDS

- (i) Soft copy of the bid shall be uploaded through the portal [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) on or **before the online submission time and date as stipulated in the bidding document. DD towards Tender cost, DD/BG towards Bid Security, tender processing fee acknowledgement & a set of all uploaded documents must be received by OREDA at the address specified not later than the time and date stated in the tender notification.**+

In the event of the specified date for the submission of bids being declared a holiday for OREDA, the bids will be received on the next working day as per the time indicated in tender notification.

- (ii) OREDA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with Instruction to Bidders for the reasons specified therein at any time prior to opening of, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

## LATE BIDS

- (i) Soft copy of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., bid security, tender cost & any other document) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., bid security, tender cost.)] shall be returned unopened to the bidder.
- (ii) Hard copy of the bid security i.e EMD in shape of DD/BG if received by OREDA after the last date for submission of the bid the same will be considered as late bid even if the bidder has uploaded the soft copy of the bid within the stipulated deadline.

In such a case, the soft part of the bid uploaded on the portal shall be sent unopened to “Archive” and shall not be considered at all any further.

## MODIFICATION AND WITHDRAWAL OF BIDS:-

- (i) Bidder may modify or withdraw their bids through the relevant provisions on the portal [www.tenderwizard.com/OREDA](http://www.tenderwizard.com/OREDA) **up to due date and time of submission of bid indicated in tender notification**
- (ii) The Bidders may modify and resubmit their bids as per the provisions given in the portal.
- (iii) Bidders may withdraw their bids through the relevant provisions of mentioned in the portal.

- (iv) **No bid shall be modified/ withdrawn after the dead line for submission of bids. Withdrawal/modification of bid before the expiry of bid validity shall result forfeiture of Bidder's bid security.**

**ACCEPTANCE/REJECTION:-**

OREDA reserves the right to accept / reject any or all Tenders without assigning any reason thereof and alter the quantity of materials mentioned in the Tender documents at the time of placing purchase orders. Tender will be summarily rejected if:

- i) Bid security is not deposited either in shape of Bank Draft in favor of OREDA payable at Bhubaneswar or Bank Guarantee executed in favour of OREDA.

**Note: Bid security against previous Tenders, if any, will not be adjusted towards Bid security against this Tender.**

- ii) Complete Technical details are not enclosed.
- iii) Tender is received after the last date for what-so-ever reasons..

**PROCEDURE FOR OPENING THE BIDS**

The procedure of opening of the bid shall be as under

- The TECHNICAL BID shall be opened at the time & date mentioned in the bid notice by OREDA in the presence of bidders, who choose to be present. If necessary, the firms may be called for Technical Presentation the schedule for which will be intimated by OREDA.
- The Price bid shall be opened after evaluation of technical suitability of the offers. The date for opening of Price bid shall be communicated subsequently. The Price Bid of only those bidders shall be opened who qualify in the technical bid.
- All taxes applicable at the time of supply will be charged separately.
- The supplied materials should strictly comply to the specifications as mentioned in the bid; otherwise the material would be liable for rejection.
- Any clarification on the technical specification and commercial terms and condition may be clarified in writing from OREDA.
- Deviation of any commercial terms and condition and technical specification shall not be entertained under no circumstances.
- All the bidders shall essentially indicate the break-up of prices as shown in Price bid.
- During the warranty period, MNRE/ State Agencies/ Users reserve the right to cross check the performance of the systems with the minimum performance levels specified in the MNRE specifications.

**Techno-commercial bid sheet**

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY		
E -Tender Notice No.		DETAILS OF TENDER CALL NOTICE No. /OREDA DTD-
NAME OF THE WORK		<b>Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SETU/Oth.</b>
SUPPLIER INFORMATION		
NAME OF THE BIDDER		
THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS.		
Sl.No.	DETAILS	TO BE FILLED IN BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (Name of the Place)	
3	ADDRESS_LINE1	
4	ADDRESS_LINE2	
5	ADDRESS_LINE3	
6	ADDRESS_LINE4	
7	CITY	
8	STATE	
9	COUNTRY	
10	PIN CODE	
11	PHONE NO.	
12	FAX NO.	
13	CST REGISTRATION NO.	
14	VAT REGISTRATION NO.	
15	SERVICE TAX REGISTRATION NO.	
16	PAN NO.	
17	TIN NO.	
18	CONTACT PERSON'S NAME	

19	POSITION / DEPARTMENT OF CONTACT PERSON	
20	CONTACT PERSON'S E MAIL ID	
21	CONTACT PERSON'S PHONE NO. AND MOBILE NO.	
22	CONTACT PERSON'S FAX NO.	

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY		
E -Tender Notice No.		DETAILS OF TENDER CALL NOTICE No/OREDA DTD-
NAME OF THE WORK		Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SETU/Oth.
General Conditions for eligibility (INDIVIDUAL)		
NAME OF THE BIDDER		
Technical Criteria		
Sl. No.	Description	To be filled by the bidder (to be filled in YES or NO only)
A	a) Whether the bidder have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a <b>single turnkey contract</b> in last 7 years as on the date of bid opening, having installation of at least <b>80% of the KW capacity*</b> considered in proposed bid and the system so created must be in satisfactory operation for at least one	
	(1) year as on date of opening of bid.	
	b) Whether the bidder have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a <b>Two contracts</b> in last 7 years as on the date of bid opening, having installation of at least <b>50% of the KW capacity*</b> considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid.	



	c) Whether the bidder have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a <b>Three contracts</b> in last 7 years as on the date of bid opening, having installation of at least <b>40% of the KW capacity*</b> considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid.	
	d)Whether the bidder have technical experience of erection, testing and commissioning of <b>renewable energy solar off-grid/grid project in single contract</b> whose generation capacity shall be atleast <b>10% of total KW capacity*</b> proposed in the bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid.	
<b>Commercial Criteria</b>		
B	a) Whether the bidder have the experience in <b>single completed work</b> of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to <b>80% of the estimated amount of the project.</b>	
	b)Whether the bidder have experience in <b>two completed work</b> of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to <b>50% of the estimated amount of the project individually.</b>	
	c) Whether the bidder have experience in <b>three completed work</b> of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to <b>40% of the estimated amount of the project individually.</b>	

d) Whether the bidder have Positive Net Worth for the each of the last three Financial Years. <i>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.</i>	
d)Whether the bidder have Minimum Average Annual Turnover (MAAT) of Rs. 987 Lakhs in best three years out of last five financial years.	
e) Whether the bidder have liquid assets (LA) and/ or evidence of access to or availability of fund based credit facilities of Rs 329 Lakhs. <i>The Banker should confirm that the Credit facility is earmarked for the Work specified under Bid on receipt of the Bid. Liquid assets would include cash (and equivalents), bank deposits, securities that can be freely traded and receivables which has general certainty of getting received.</i>	
*Proposed bid capacity (in KW)= [(Total Nos. of Households covered * 0.2 KW/HH for standalone system)	

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY		
E -Tender Notice No.		DETAILS OF TENDER CALL NOTICE No. /OREDA DTD-
NAME OF THE WORK		<b>Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SETU/Oth.</b>
NAME OF THE BIDDER		
Technical Criteria for Joint Venture firms		
Sl. No.	Description	To be filled by the bidder (to be filled in YES or NO only)
A	a) Whether all partners in the joint venture firms (having not more than three partners with one partner as lead partner) have jointly meet qualification requirements set forth in para I(i) or I(ii) or I (iii) or I(iv) in tender document page 40.	
	b) Whether the lead partner have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a single contract in last 7 years as on the date of bid opening, having installation of at least 50% of the KW capacity considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid.	
	c) Whether Each of the other partners have successfully erected, tested and commissioned power generation or power sub-transmission or distribution projects/system in a single contract in last 7 years as on the date of bid opening, having installation of at least 30% of the KW capacity considered in proposed bid and the system so created must be in satisfactory operation for at least one (1) year as on date of opening of bid.	
Commercial Criteria for Joint Venture firms		
B	a) Whether the firm Experience in single completed work of electrical erection, testing and commissioning of power generation or power sub-transmission or distribution projects/system costing not less than the amount equal to 80% of the estimated amount of the project.	
	b) Whether all the partners of the JV have meet, individually, the qualification set forth at para 1.02.1 & 1.02.2 and collectively the requirement of para 1.02.3 & 1.02.4 in tender document page no: 41, 42. 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 1.02.3 & 1.02.4.	
	c) Whether at least one partner have meet, not less than 40% of the minimum criteria given at Para 1.02.3 & 1.02.4 in tender document page no: 42.	

d) Whether each of the other partner(s) have meet not less than 25% of the criteria given at Para 1.02.3 & 1.02.4 in tender document page no: 42.	
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ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY			
E -Tender Notice No.		DETAILS OF TENDER CALL NOTICE No. /OREDA DTD-	
NAME OF THE WORK		Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SAUBHAGYA & SETU	
ABSTRACT OF GTCC			
NAME OF THE BIDDER			
Sl.No.	Description	To be filled by the bidder (to be filled in YES or NO only)	Uploaded Supporting file name and Number
1(a)	Cost of Tender Document: D.D No & Date		
1(b)	Bid security in the form Bank Guarantee No. & Date / D.D No. & Date		
1(c)	Tender Processing Fee: Receipt No. & Date		
2	Whether the bidder is a Manufacture/System Integrator/Joint Venture (Furnished relevant documents)		
3	Whether Valid Test certificates of MNRE approved laboratories against Solar PV systems to be supplied enclosed with the bid		
4	Joint Venture Agreement and Power of Attorney for Joint Venture		

	(Attachment-3 (JV))		
5	Qualifying Requirement Data (Attachment-3 (QR))		
6	Form of Certificate of Origin and Eligibility (Attachment-4)		
7	List of Special Maintenance Tools & Tackles (Attachment-4A)		
8	List of Special Maintenance Tools & Tackles (Attachment-4B)		
9	Bought-out & Sub-contracted Items (Attachment-5)		
10	Alternative, Deviations and Exceptions to the Provisions (Attachment-6)		
11	Manufacturer's Authorization Form (Attachment-7)		
12	Work Completion Schedule (Attachment-8)		
13	Information regarding Ex-employees of XXXXX (Name of Employer) in our Organisation (Attachment-11)		
14	PRECONTRACT INTEGRITY PACT (Attachment-12)		
15	Option for Initial Advance (either Interest Bearing Initial Advance or No Initial Advance) and Information for Epayment, PF details and declaration regarding Micro/Small & Medium Enterprises) (Attachment-15)		
16	Additional Information (Attachment16)		
17	Declaration for tax exemptions, reductions, allowances or benefits) (Attachment-17)		
18	Declaration (Attachment-18)		
19	Bank Guarantee verification Check list (Attachment-19)		
20	Confirmation to Technical Specification (Declaration)		

21	Certificate of Unconditional Acceptance of the tender (Declaration)		
22	Copy of valid return on GST 2017-18 to 2021-22		
23	Copy of audited balance sheet for FY 18-FY 22 clearly indicating the turnover from solar PV business		
24	Certificates from the authorized officer as proof of experience as prescribed in tender document		
25	Xerox copy of Proof of production capacity issued by competent authority.		
26	Recent test certificates from appropriate authorized test centers of MNRE, GOI, NABL/BIS for module, battery and inverter. The certificate should be valid till Mar 2023		
27	Xerox copy of Service Tax Registration Certificate		
28	Organizational profile		

ODISHA RENEWABLE ENERGY DEVELOPMENT AGENCY	
FORMAT FOR PAST SUPPLY EXPERIENCE	
E Tender Notice No.	DETAILS OF TENDER CALL NOTICE No. / OREDA DTD-
NAME OF MATERIAL	Rural Electrification works of 151 Households of 07 nos. villages of Odisha under Standalone System in under SETU/Others
NAME OF THE BIDDER	
DETAILS OF PURCHASE ORDER(S) EXECUTED DURING FY 2015-16 to 2021-22	

Sl. No.	P.O. No.	Date	Order Quantity	Name of the Client	Quantity Supplied during						
1					FY 1516	FY 1617	FY 1718	FY 1819	FY 1920	FY 2021	FY 2122
2											
3											
4											
5											
6											
<b>TOTAL</b>											

**financial Bid**

Tender No. \_\_\_\_\_/OREDA Dt. .

**Rural Electrification works in Odisha under SAUBHAGYA - Standalone System**

**(Schedule of rates and prices)**

<b>Bidder's Name &amp; Address:</b>							
				All prices in Indian Rupees			
<b>Sl. No</b>	<b>Item</b>			<b>Rate per system</b>			

Sr. No.	Description	Unit	Qty	Unit price including freight, loading & unloading, insurance, FOR assigned site	Total Amount
	<b>Household Standalone System</b>				
<b>1</b>	<b>Material Components</b>				
a	Supply of Solar PV Panels 200 Wp – 48 Volt as per technical specification, approved drawings and scope of work.	Nos.			
b	Supply of Solar DC charge controller with junction box, single pole & double pole MCBs, AC input option etc as per technical specification, approved drawings and scope of work.	Nos.			
c	Supply of corrosion resistant mounting structure including GI pipe, metallic frame, cross arm, pedastal, anchor fasteners, nuts, bolts, sign board etc as per technical specification, approved drawings and scope of work.	Set			
d	Supply of battery bank with battery enclosure and stand of suitable size as per technical specification, approved drawings and scope of work.				
e	48 V, 22 Ahr (App. 1000 Watt-Hour) Lithium ferro phosphate - 90% DoD	Nos.			
f	48 V, 42 A-hr, (Appr. 2000 watt-hour) with Sealed maintenance free VRLA battery with I 50% DoD,	Nos.			
g	Supply of 5 watts W-LED 48 V DC lamp, holder and other mounting accessories as per detailed technical specifcations, scope of work	Nos			
h	Supply of 18 Watts 48 V DC LED tube light fixture with variable illumination features operating with remote controller. Tube light fixture to be supplied with mounting accessories and remote control switch etc as required as	Nos			
	per technical specification and scope of the work.				



1	Supply of 48 V DC Permanent Magnet Brush Less Direct Current (PM BLDC) 1200mm sweep, white in colour, DC ceiling / pedestal fan . Fan to be supplied with mounting accessories and remote control switch etc as required as per technical specification and scope of the work.	Nos			
2	Installation & commissioning of the system (Supply of house wiring as well as system wiring materials including flexible multistrand 2 core copper conductor cables, rigid non-metallic 12 mm dia conduit, mounting accessories, USB Charging point/port, remote control switch& manual switchetc as required as per technical specifications and scope of work including Erection, testing and commissioning of 3 Nos. W-LED lamps (5 W), 1 No. W-LED tube light (18 W) & 1 No. 1200 mm sweep DC ceiling fan / pedestal fan (30 W +/- 10 %) with remote control switches, stationary battery bank (for 48V supply), power socket (25 W), USB port, sign board, user instruction manual including Erection, testing & commissioning of Solar PV system containing 48 V Panels, Solar DC charge controller, mounting Structure with foundation, hardware etc as per technical specification, approved drawings and scope of work).				
3	Annualized Comprehensive maintenance contract (CMC) for five years @10% of (Sl. 1+2)			(Auto calculated)	
4	GRAND TOTAL (1+2+3 )				