



BIHAR STATE POWER TRANSMISSION COMPANY LTD., PATNA

A subsidiary company of Bihar State Power (Holding) Company Ltd., Patna

CIN – U40102BR2012SGC018889

[SAVE ENERGY FOR BENEFIT OF SELF AND NATION]

Head Office, Vidyut Bhawan, Bailey Road, Patna – 800021

Telephone No. 0612 – 2504655,

Website - www.bsptcl.in

Letter No 08 /
From,

Patna, dated 10/01/2018 /

H. R. Panday,
Chief Engineer (Planning & Engineering)

To,

Chief Engineer (Project-I), BSPTCL, Patna

Chief Engineer (Project-II), BSPTCL, Patna

Chief Engineer, Trans. (O&M), BSPTCL, Patna

✓ Chief Engineer (System Operation), BSPTCL, Patna

Chief Engineer (Training), BSPTCL, Patna

GM-cum-CE, Transmission Zone, Patna

GM-cum-CE, Transmission Zone, Muzaffarpur

Electrical Superintending Engineer, Transmission Circle, Patna/ Gaya/

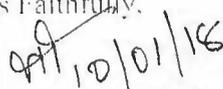
Biharsharif/ Dehri/ Bhagalpur/ Muzaffarpur/ Purnea

Sub.: Standard Bidding Documents (SBD) for turnkey projects for BSPTCL.

Dear Sir,

With reference to the above, this is to inform that Standard Bidding Documents (SBD) for turnkey projects for BSPTCL have been approved by the Board of Directors (BoD) of BSPTCL in its 64th meeting held on 11/12/2017 vide its Resolution No. 64-13. The final copy of the Standard Bidding Documents (SBD) for turnkey projects for BSPTCL is being uploaded on BSPTCL Website for reference and further necessary action.

Yours Faithfully,


(H.R. Panday)
Chief Engineer (P&E)

July 2018 (Rev.2)

STANDARD BIDDING DOCUMENTS



Bihar State Power Transmission Company Ltd.
(A Government of Bihar Undertaking)

Subsidiary of



बिहार स्टेट पॉवर होल्डिंग कं. लि.

BIHAR STATE POWER HOLDING COMPANY LTD.

Vidyut Bhawan, Bailey Road, Patna - 800 001



STANDARD BIDDING DOCUMENTS

Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line Bays & 06 Nos. 132 KV Line Bays at remote end on Turnkey Basis.

Turn Key Contracts for Supply, Installation
of Plant and Equipments including Civil Works

Applicable to BSPTCL

District- Nalanda

NIT NUMBER 41/PR/BSPTCL/2018

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SECTION - I

INVITATION FOR BIDS [IFB]

SECTION-I: INVITATION FOR BIDS (IFB)

Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line Bays & 06 Nos. 132 KV Line Bays at remote end on Turnkey Basis.

For

District- Nalanda

DOMESTIC COMPETITIVE BIDDING

TWO PART BIDDING

DATE OF ISSUANCE OF NIT :

NIT NUMBER : 41/PR/BSPTCL/2018

FUNDING : Under state plan (Debt : Equity = 80:20)

1. This invitation for Bids follows the procurement notice Invitation for Bids for the

subject package(s) which appeared in International / National and Regional Newspapers on or after ----- [Date, Month, Year] and also available on websites [website of Employer] and www.eproc.bihar.gov.in website effective from [DATE]

2. This Bid is called by Bihar State Power Transmission Company Limited (hereinafter referred to as BSPTCL/ Owner/ Employer, the works shall be executed as EPC Contract and payments made to contractors out of State Plan [Debt:Equity=80:20]
3. In pursuance with the above, Designated Officer of The Employer [BSPTCL] hereby, invites online tenders following e-procurement system (Bids) from eligible bidders for the following packages, following the Domestic/International Competitive Bidding Process:

No.	Package	Estimated cost (with GST) (Rs. in Cr.)
1	Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line Bays & 06 Nos. 132 KV Line Bays at remote end on Turnkey Basis.	104.35 Cr.

NOTE TO BIDDERS

[Bidder may please note that the Employer has taken adequate care to ensure that the estimated project cost reflects the true cost of work to be executed under the tender. Nonetheless it is reasonable to expect that during actual execution there might be upward or downward variations. In such a case Bidders shall execute the revised quantity and get paid for same as per the item wise unit rate. However, this will be as per the quantity variation clause of the tender specification only.

4. The Package (s) cover(s) the following scope of works:
The scope of work covered under the subject Substation/Transmission line/Augmentation shall include design, engineering, manufacture, testing, supply including transportation & insurance, delivery, unloading at site, storage, erection, testing and commissioning at site of the complete equipment/material/items, associated civil works, internal roads, drains, necessary buildings etc. and other electrical and mechanical auxiliary systems on turnkey basis for the complete execution of Substation/Transmission line/Augmentation for **Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line Bays & 06 Nos. 132 KV Line Bays at remote end** as specified in the Technical Specification and at any other place of the Bidding Documents.

The above scope of work is indicative and the detailed scope of work is given in the Technical Specification, BoQ and at any other place of the Bidding Documents (all inclusive).

Bidders shall follow latest practices, standards (as amended upto date) and specifications.

Bidders may note that various reference drawings, QAP including MQP and FQP is uploaded on the website of BSPTCL, which shall be followed, as applicable during the execution of the contract without any extra cost implication to the BSPTCL.

- (a)
- (b)
- (c)
- (d)
- (e)
- (f)
- (g) (n)

5. The completion period for the work under the Bid shall be ----- [Specify number of Months] as specified in ITB.
6. The complete Bidding Documents including tender drawings and technical specifications are available at website www.bsptcl.in and/or www.eproc.bihar.gov.in for the benefit of prospective bidders. Prospective Bidders may obtain further information from the office of Designated office of the Employer [BSPTCL], between 10:00 hours and 17: 00 hours on working days.
7. Complete set of Bid Documents along with tender specifications can be downloaded from the website www.eproc.bihar.gov.in. after making online payment through e-payment mode of INR 11,200.00 to BSPTCL towards the Cost of Tender (including GST) and INR.17,700.00 towards the Bid Processing Fee (to be paid directly to BELTRON) and irrevocable Bank Guarantee amounting to 1% (one percent) of Estimated Value of the Tender but limited to maximum of Rupees One Crore (Rs. 1.00 Cr.) for each Packages as applicable separately. **The draft and the bank guarantee shall be in favour of “Accounts Officer, BSPTCL, Patna” Payable at Patna.** Evidence of online payment towards the Cost of Tender and BG towards the Bid Security (EMD) from a Public Sector Bank or a Scheduled Commercial Bank must be submitted to Designated Office of The Employer [i.e. Chief Engineer (Project-II) of BSPTCL], 4th Floor, Vidyut Bhawan, Patna without fail on or before 15:00 hours of 17/08/2018 failing with Bid shall be summarily rejected.

The cost of Bid and bid processing fees are non refundable. Also, in case of re-tender/ cancellation of tender the above fees are non refundable.

“Bid along with necessary online payments must be submitted through e-payment portal

www.eproc.bihar.gov.in before the date & time specified in the NIT.

8. The Company [BSPTCL] does not take any responsibility for the delay / Non submission of the Tender / Non reconciliation of online payment on or before scheduled date and time caused due to non- availability of internet connection, network traffic/ holidays or any other reason what so ever it may be.

The bidder shall be solely responsible for non uploading of bids complete in all respect (i.e. original Cost Of Tender, EMD (in original hard copy also), Tender documents/bids in softcopy etc. as stipulated in the NIT) within or upto scheduled date and time and their bid shall be summarily rejected.

9. For registration with e-procurement and online bid submission, bidders may contact help desk of e- Procurement system at the following address:

Registration with e-procurement i.e. BELTRON (www.eproc.bihar.gov.in and e-Procurement Help Desk) is the sole responsibility of Bidders/ participants. BSPTCL shall not be made responsible for non participation due to non registration with the BELTRON.

10. A pre-bid meeting will be held at ----- [Insert Venue] on ---- [Insert Date/Month/Year] at ... hours hrs [insert time in 24 hour format] to clarify the bidders various issues raised by prospective bidders.

Any clarification/query of prospective participants/bidders shall be submitted in written form before/during the scheduled date and time of pre-bid meeting. The reply/response of the submitted request for clarifications/queries may be uploaded on the tender website, if required so.

11. This Bid shall follow Single Stage Two Envelope [or Single Stage One Envelope or Two Stage Two Envelope as the case may be] bidding process.
12. Bid documents i.e. Techno-commercial Bid and Price Bid shall be submitted in e-form at www.eproc.bihar.gov.in [or provide alternative web site address] on or before **15:00** hours (IST) on ---- [Insert Time/Date/Month/ Year] Delayed or Late Bids shall be summarily rejected.
13. Techno Commercial Part shall be opened on/after **16:00** hours on the [Insert Date /Month/ Year] [alternatively provide time and date] in the presence of the bidders' representatives if they choose to attend in person. In case holiday is declared, the bids will be opened on next working day.
14. The Employer reserves the right to cancel/withdraw this invitation for bids without assigning any reason thereof at any stage and shall bear no liability whatsoever to prospective bidders/ bidders as a result of such cancellation/ withdrawal.

15. All correspondences with regard to the above shall be to the following address.
Designated office of the Employer

Chief Engineer (Project-II),

Bihar State Power Transmission Company Limited,
4th Floor, Vidyut Bhawan,
Jawahar Lal Nehru Marg,
Patna (Bihar) PIN- 800001
Mob. No. +91 7763816743
Email: ceproject2bsptcl@gmail.com

16. e-Tendering Process Related Instructions - Submission of Proposals Through electronic mode only.

- i) The bidder shall submit his bid/tender on e-Procurement platform at www.eproc.bihar.gov.in.
- ii) The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering process. The bidder may use their DSC if they already have. They can also take DSC from any of the authorized agencies. For user-id they have to get registered themselves on e-procurement website www.eproc.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurement platform.
- iii) The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and bid document.
- iv) All the required documents should be attached at the proper place as mentioned in the e-forms otherwise the tender of the bidder will be rejected.
- v) Tender Processing Fee (TPF) to be paid through e-Payment mode (i.e NEFT / RTGS, Credit / Debit Card & Net Banking) only.
- vi) Cost of BOQ / Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card & Net Banking) only.
- vii) "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG, DD etc). In case of manual mode of payment of EMD, the original hardcopy of the EMD

which may be a DD / BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date.”

Note: "Bids along with necessary online payments must be submitted through e-Procurement portal www.eproc.bihar.gov.in before the date and time specified in the NIT/RFP. The department / Tendering Authority doesn't take any responsibility for the delay / Non Submission of Tender / Non Reconciliation of online Payment caused due to Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

viii) The tender opening will be done online only.

ix) Any corrigendum or date extension notice will be given on the e-Procurement website only.

x) For support related to e-tendering process, bidders may contact at following address “e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 0612-2523006, Mob- 7542028164” or may visit the link “Vendor Info” at www.eproc.bihar.gov.in.

SECTION- II

INSTRUCTIONS TO BIDDERS (ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. PREAMBLE:

- 1.1 This part, Instruction to Bidders (ITB), Section II of the Bidding Documents provides the information necessary for prospective 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.

It also provides information on bid submission and uploading the bid on Portal www.eproc.bihar.gov.in, online bid opening, evaluation and award of contract. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement and EPC works. If there is a conflict between the provisions of Section – II & Section – III, the provisions of Section – III shall prevail.

- 1.2 It is to be noted by the Bidders that, this section does not include the matters governing risks, rights and obligations of parties under the contract or matters governing the performance of the Contractor, payments under the contract. Such items shall be part of Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract

2. GENERAL INSTRUCTIONS

- 2.1 The Employer: This invitation to bids, open to all domestic Bidders, is called by Bihar State Power Transmission Company Limited, as an aid to Prospective Bidders to prepare and submit their Bids in accordance with these instructions.
- 2.2 Source of funds: This project is being funded from the funds provided under State Plan [Debt:Equity=80:20]

3. ELIGIBILITY OF BIDDER

- 3.1 This Invitation for Bids is open to firms/companies, Government Owned or Private registered and incorporated in India as per Company Act. Firms/ companies not registered and incorporated in India are not permitted to bid for Domestic Competitive Bidding, but they are eligible for ICBs. Also firms, corporations and companies banned/blacklisted/debarred by the Employer or other subsidiary companies of BSPHCL or other State/Centre Utilities or other government entities cannot participate in the bidding process.

The bidders have to provide an affidavit that they have not been banned/blacklisted/debarred by the Employer or other subsidiary companies of BSPHCL or other State/Centre Utilities or other government entities.

3.2 Bidder(s) not to have Conflict of Interest: A Bidder shall not have a conflict of interest. Any Bidder found to be having a conflict of interest shall be disqualified. The bidder shall be considered to have conflict of interest with one or more parties in this bidding process, if:

- a. They have a controlling partner in common,
- b. They receive or have received any direct or indirect subsidy from any of them;
or
- c. They have the same legal representative for purpose of this bid; or
- d. 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
- e. 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.
- f. 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
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the services/works that are subject of the bid, or
- h. The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

3.3 This Bid is open to any Bidder who provides satisfactory evidence that:

- a. It is a qualified manufacturer or erector who supplies, erects and is capable of testing and commissioning work specified in the bid document and has adequate technical knowledge and practical experience for the same;
- b. It does not anticipate change in the ownership during project execution period (if such a change is anticipated, the scope and effect thereof shall be defined);
- c. It has adequate financial stability and status to meet the financial obligations related to scope of the project;
- d. It has adequate field services organization to provide the necessary field erection and management services required to successfully erect, test and commission equipments as per Specifications and Documents; and
- e. It has established quality assurance systems and Organisation designed to achieve high levels of equipment reliability, during manufacturing and field installation, commissioning and operational phase.

3.4 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.

3.5 Eligible Plant, Equipment, and Services: 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.

3.6 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. COST OF BIDDING

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

A. The Bidding Document

5. THE 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:

VOLUME - I: CONDITIONS OF CONTRACT

Section I: Invitation for Bid (Section - IFB)

Section II: Instructions to Bidders (ITB)

Section III: Bid Data sheets (BDS)

Section IV: General Conditions of Contract

Section V: Special Conditions of Contract

Section VI: Sample Forms and Procedures

1. Bid Form & Price Schedule
2. Bid Form
3. Price Schedule
4. Bid Security Form
5. Form of Notification by the Employer to the Bank
6. Applicable for forfeiture of Bank Guarantee
7. Applicable for conditional claim pending extension of Bank Guarantee by the bidder.
8. Form of ‘Notification of Award of Contract’
9. Form of ‘Notification of Award of Contract’ for Supply of Plant and equipment

10. Form of 'Notification of Award of Contract' for Installation of Plant and equipment
11. Form of Contract Agreement-Alternative A and B
12. Appendix-1: Terms and Procedures of Payment: Grid Substation, Augmentation, R&M works and Transmission Line.
Appendix -2: Price Adjustment (If applicable)
13. Appendix-3: Insurance Requirements
14. Appendix-4: Time Schedule
15. Appendix-5: List of Approved Subcontractors
16. Appendix-6: Scope of Works and Supply by the Employer
17. Appendix-7: List of Document for Approval or Review
18. Appendix-8 (a): Guarantees, Liquidated Damages for Non-Performance
19. Performance Security Form
20. Bank Guarantee Form for Advance Payment
21. Form of Taking over Certificate
22. 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.
23. Form of Indemnity Bond to be executed by the Contractor for the Equipment handed over in instalment by Employer for performance of its contract.
24. Form of Authorisation Letter
25. Form of Trust Receipt for Plant, Equipment and Materials received
26. Form of Extension of Bank Guarantee
27. Form of Power of Attorney for Joint Venture
28. Form of Undertaking by the Joint Venture Partners
29. Format for Evidence of Access to or Availability of Credit/ Facilities
30. Form of Operational Acceptance
31. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract
32. Form of joint deed of undertaking by the Sub-contractor along with the bidder /contractor Form of Certificate of Financial Parameters for QR

VOLUME - II: TECHNICAL SPECIFICATIONS AND DRAWINGS

Section I: Civil Works & Soil Investigation,

Section II: Technical Specifications

Section III: Tender Drawings

Section IV: Project Management System (PMS), Quality Assurance Mechanism (QAM)

Volume - III: Bid -Proposal Sheets

Section I: Bid Form

Section II: Guaranteed Technical Particulars (GTP)

Section III: Price Schedule

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.

5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications".

Utmost care has been taken by the Employer in formulating the programmed Attachments and Price Schedules. Bidders are expected to thoroughly verify with trial run at their end and notify to the Employer Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

6. 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 on or before scheduled pre-bid meeting.

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: Prospective Bidders shall inform themselves of local conditions and factors, which may execution of the Contract and they shall be sole responsible for the same. Employer shall have no responsibility what so ever towards this and shall not entertain any request for clarifications from the Bidders, in this regard. The Employer shall assume that Bidders have properly investigated such factors before bid submission. No claim of whatever nature either towards cost or extension of contract completion period due to these matters shall be entertained by the Employer at any time during the pendency of the Contract.

- 6.4 Bidders are invited to attend a pre-bid meeting. The purpose of the above meeting is to provide clarification to Bidders on Bid Documents, Bidding Conditions and Technical Specification. Bidders are requested, to submit questions/ clarification in writing, so as to reach the Employer not later a day prior to such meeting. Employer's responses, on questions raised will be transmitted without any delay to all the purchasers of the Bidding Documents. These will also be published on the website referred to in the document.
- 6.5 Bidders are encouraged to attend the pre-bid conference. Nonetheless, the non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 6.6 The Bidder is advised to visit and examine the site before pre-bid meeting where the facilities are to be installed and its surroundings and obtain information/data for the project specific for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 6.7 The Bidder and any of its personnel or representatives will be granted permission by the Employer on written request of the Bidder to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or representatives will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

7. AMENDMENT TO BIDDING DOCUMENT

- 7.1 At any time prior to the deadline for bid submission, the Employer may, for any reason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment (s).
- 7.2 The amendment will be notified on the website www.eproc.bihar.gov.in 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 non-receipt of the same in time or otherwise.
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for Bid Submission in such cases, the Employer shall notify on the website www.eproc.bihar.gov.in of the extended deadline.
- 7.4 All notifications and clarifications also are uploaded by Employer on the website.
- 7.5 All 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.

B. Preparation of Bids

8. LANGUAGE OF BID

8.1 The bid document, all accompaniments and all correspondences and other enclosed documents shall be in English provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in the language of the bid, in which case, for purposes of interpretation of the bid, the translation shall govern. The translation should be done by the registered and licensed translators.

9. DOCUMENTS COMPRISING THE BID

9.1 This bidding shall be based on e-tendering system. On due date of submission of bids, bids shall be submitted by the Bidder (s) under “Single Stage - Two Bid Envelope” procedure of bidding. Techno Commercial Part (First bid) and Price bid (Second bid) shall be uploaded by bidder on or before the schedule date and time. These shall be opened on notified date and time.

9.2 The Techno Commercial Bid and Price bid shall be uploaded by the bidder on web portal on www.eproc.bihar.gov.in on or before due date and time for submission of bids. The 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. Due intimation shall be given to technically and commercially cleared/qualified bidders about date and time of opening of on-line bids. The bids shall comprise of the following documents:

Techno Commercial Part:

- a. Bid Form duly completed and signed by the Bidder, together with all Attachments (available in Volume-III). All Attachments shall be as per ITB Sub- Clause 9.4 b.
- b. Technical Data Sheets (available in Volume-III), if any, duly completed by the Bidder.
- c. All fields/parameters of technical datasheets shall be filled up.

9.3 Alternative bids shall not be accepted.

9.4 Each Bidder shall submit with its Techno - Commercial Part the following attachments:

- a. Attachment 1: Bid Security and Cost of Tender Documents: Bids should be submitted along with scanned copies of non-refundable Demand Draft towards cost of tender document and Bank Guarantee towards Bid Security deposit failing which the tender shall be summarily rejected. The Demand Draft and the Bank Guarantee should be in favour of Accounts Officer, BSPTCL, Patna (of the Employer)

The Bid Security in favour of the Accounts Officer, BSPTCL, Patna, (Employer) must be issued by (i) a Public Sector Bank or (ii) a Scheduled Commercial Bank; Demand Draft towards cost of tender and BG towards Bid security must be submitted in original to Designated officer of the Employer, upto 15:00 hrs of Date/ Month/ Year, failing which the tender will be summarily rejected.

Bidder shall submit the hard copy of the Bid Security and cost of Tender in original.

- 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.

Scanned copy of documents shall be uploaded.

- c. Attachment 3: Bidder's Eligibility and Qualifications: In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract.

The documentary evidence of the Bidder's eligibility to bid shall be established to the Employer's satisfaction that the Bidder, at the time of submission of its bid.

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall need to be established 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. In case of joint ventures annual reports shall be submitted for all the members of the JV

Scanned copy of documents shall be uploaded.

[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 of two or more firms as partners, 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 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 (here in after known as the Lead); this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories .
- 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 in exceptional circumstances.
- v. All partners of the joint venture shall be jointly and severally responsible and liable for the execution of the contract as per terms and conditions of contract.
- vi. A copy of the agreement entered into by the joint venture partners shall be submitted with the bid as per Prescribed format Section-VI (Sample Forms and Procedures), including interalia delineating roles, responsibilities and obligations of each partners in the contract, notwithstanding the joint and several responsibility and liability.
- vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in for every stage including and not limited to planning, design, manufacturing, supply, installation, commissioning and training.
- viii. All members of JV shall actively participate in execution of the contract. The constitution of JV shall not be varied/modified subsequently without prior written 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 summarily rejected.
- xi. In the case of a Bidder who offers to supply and/or install plant and equipment under the contract is not the OEM and other wise does not manufacture or otherwise produce and/or install the plants, and equipments, the Bidder shall (i) have the requisite 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

performa in attachment 8 to supply and/or install that item to the Employer; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 (conflict of interest) 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 that the facilities offered by the Bidder are eligible and conform to the requirements of the Bidding Documents.

The documentary evidence of the conformity of the facilities to the Bidding Documents may be in the form of literature, drawings and data, and shall furnish:

- (i) A detailed description of the essential technical and performance characteristics of the facilities;
- (ii) A list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract; and
- (iii) A commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.
- (iv) All details regarding after sale service support offered.
- (v) All details regarding proposed training for Employer's personnel.
- (vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.
- (vii) Details establishing the responsiveness of the offer in accordance with Technical Specification, Volume-II.

- e. Attachment 5: Subcontractors Proposed by the Bidder: The Bidder is not authorized to sublet or subcontract full work. Where ever the bidder plans to subcontract /sublet part of the work without in any way diluting his responsibilities on the project, the same is possible only with prior written permission of the Employer. In such cases the bidder shall include in its bid details of all items of supply or services that it proposes to purchase or sublet, and shall give details of the name and registered office and the corporate office addresses of the proposed Subcontractor, along with the details of key individuals and their contact details 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 to ensure that Subcontractors/sub vendors proposed comply with the requirements of ITB Clause 2, and that any plant, equipment or services to be provided by Subcontractor (s) 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 both prior to award of contract and after award of the contract, and after discussion between the Employer and the Contractor, the Appendix-5 of Volume-I:Section VI - Form of Contract Agreement shall be completed, listing the approved Subcontractors for each item concerned.

- f. Attachment 6 :Manufacturer's Authorization Form

Scanned copy of documents shall be uploaded.

- g. Attachment 7 : Work Completion Schedule.

Attach Bar Chart for Work Completion Schedule

Scanned copy of documents shall be uploaded

- h. Attachment 8 :Guarantee Declaration

-To be submitted with Techno-commercial bid as well as Price Bid.

Scanned copy of documents shall be uploaded

- i. Attachment 9: Information regarding ex-employees of Employer in Bidder's firm.

- j. Attachment 10: Price Adjustment Data. Not applicable for contracts with FIRM price.

- k. Attachment 11: Integrity Pact: The Bidder shall complete enclosed Integrity Pact, which shall be applicable both for bidding and during contract execution. It shall be duly signed on each page by the person signing the bid and shall be returned by the Bidder to the Employer in two (2) originals along with the Techno - Commercial Part in a separate envelope, duly inscribed 'Integrity Pact'. The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 1000/-.

- a) If the Bidder is a partnership firm or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.

- b) Bidder's failure to submit duly signed Integrity Pact in Original shall lead to outright rejection of the Bid.

- l. Attachment 12: 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 16: Additional Information:

- i. Certificate from their Banker(s) (as per prescribed formats 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. (An Affidavit to be submitted in this regard)
 - iii. Any other information which the Bidder intends to furnish.
- n. Attachment 14: Declaration for tax exemptions, reductions, allowances or benefits
- o. Attachment 15: Declaration
- p. Attachment 16: Bank Guarantee verification checklist

10. BID FORM AND PRICE SCHEDULES

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedules furnished in the Bidding Documents as indicated there in, shall be uploaded on web portal on due date and time of submission of bids.

11. 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 including supply of mandatory spares (if any). 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 filled/entered/quoted by the Bidder in the price schedule which is covered under the scope of work is deemed to be covered in the prices quoted for other items by the bidder and shall be supplied and executed by the bidder without any extra cost to BSPTCL. No claim as such shall be entertained by BSPTCL.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents. No deviations are allowed while quoting

the price bid.

11.3 Bidders shall give a breakup of prices in the manner and detail called for in 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 (including mandatory Spares) to be supplied (including Type Test Charges to be furnished in respective price schedule)
- 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 relevant authorities as required during execution of this contract. 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.

11.3.3 The bid 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 Bidder 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 bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lump sum bid 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 bidders and they shall be allowed to take back the same from the site for which no deduction from the lump sum bid 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 bidder, the lump sum bid 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 tenderer to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material which would otherwise have been, lawfully payable. The tenderer shall submit an indemnity bond to keep BSPTCL harmless from any liability before release of such material to the tenderer by BSPTCL.

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

- a. Plant and equipment including mandatory spares, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and Type Test Charges (including the Type Test to be conducted abroad in case of an Indian Bidder) shall also be quoted in Schedule 1.

In respect of direct transaction between the Employer and the Contractor, price shall be inclusive of all cost including all duties and taxes (viz., customs duties & levies, duties, sales tax/VAT 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.

Sales tax/VAT, 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 price but shall be indicated wherever applicable in respective column of Schedule 4. This is applicable for the direct transaction between the Employer and the Contractor.

Whenever 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 sub-vendor's works to the Employer's site (sale-in-transit), price shall be inclusive of all cost as well as duties and tax (viz., custom duties & levies, duties, sales tax/VAT etc.) paid or payable. While quoting the 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.

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

Requisite Sales Tax Declaration forms for all the equipments/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 including mandatory spares to be supplied shall be quoted separately in Schedule

- 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.
- d. The bidder shall include the Sales Tax/VAT on Works Contract, Turnover Tax, Cess or any other similar taxes under the Sales Tax/VAT 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. 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.

If the prices on account of insurance are not furnished in the schedule, it shall be considered included in other prices and no extra payment shall be made on the above account.

- g. 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. To enable the bidders for effecting discount/reductions in the prices already filled up in Price Schedules by way of discounts, the work sheet titled 'Letter of Discount' is to be uploaded as included as part of price Schedules. However, all discounts to be offered in the online original/uploaded Price schedules only.

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. BID CURRENCIES

12.1 Prices shall be quoted in Indian Rupees (INR) Only.

13. 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. As a general principle it shall be 1% of the estimated value of the tender limited to Rupees One Crores.

13.2 The bid security shall be in the form of bank guarantee from

- i. A Public Sector Bank located in India; or
- ii. A Scheduled Bank

The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid security shall remain valid for a period of Thirty (30) days beyond the original bid validity period, and beyond any extension subsequently granted by the Employer.

The Bid Security shall be in favour of Accounts Officer, BSPTCL of the, Employer as the case may be.

13.3 Any bid not accompanied by an acceptable bid security shall be rejected considered non-responsive and shall be summarily rejected. The bid security of a joint venture must be in the name of all the partners 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 execution of agreement.

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 this ITB are furnished to Employer's satisfaction. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and on submission of the required performance security Guarantee (in Original and Hard copies).

13.6 The bid security will 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. 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
- c. 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 GCC
 - ii. To furnish the required performance security (ies), in accordance with ITB and GCC.

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

14. PERIOD OF VALIDITY OF BID

14.1 Bids shall remain valid for the period of 180 days after 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 considered nonresponsive and rejected.

14.2 In case of requirement the Employer may ask Bidders for extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. 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. INTENTIONALLY NOT USED

16. INTENTIONALLY NOT USED

17. INTENTIONALLY NOT USED

18. INTENTIONALLY NOT USED

19. INTENTIONALLY NOT USED

20. BID OPENING AND EVALUATION

- 20.1 The bid documents received by the time of Bid acceptance shall be opened in the presence of representative of bidders who choose to be present
- 20.2 Tenders which have been uploaded late or which are not accompanied by requisite cost of tender document and EMD (in original) shall not be opened.
- 20.3 On opening of techno commercial bid, 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.
- 20.4 The Employer shall prepare minutes of the bid opening-
- 20.5 Bids not opened at the time of bid opening shall not be considered further for evaluation, irrespective of the circumstances.

21. CLARIFICATION DURING BID EVALUATIONS

- 21.1 During bid evaluation process, the Employer may, at its discretion, ask them Bidder (s) for clarification on the bids submitted, in case of erroneous/non submission of documents. The Employer may give Bidders not more than 7 working days written notice to rectify mistakes/furnish more documents as required. If the bidders fail to comply with the above the bid shall be liable for rejection. As part of clarification no change in the price or substance of the bid shall be sought, offered or permitted.

22. PRELIMINARY EXAMINATION OF BIDS

- 22.1 The Employer will examine bids received 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.
- 22.2 The Employer, at its sole discretion may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.
- 22.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is responsive to tender conditions. No deviation, conditionality or reservation is permitted and in case the same is there the bid shall be considered non-responsive. A 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.

22.4 No deviations to any of the GCC or SCC Conditions are permitted in the Bids and bids having the same shall be considered unresponsive.

22.5 If a bid is found non-responsive during evaluation, 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. Employer's determination of non-responsiveness of the Bid shall be final and the Bidder hereby repudiates all his claims what so ever in this regard

23. QUALIFICATION

23.1 The Employer will ascertain to its satisfaction whether Bidders with 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.

23.2 The determination will take into account the Bidder's financial, technical Capabilities, production capabilities (if applicable), in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents 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 as well as such other information the Employer may deem necessary and appropriate.

23.3 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). Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, bids submitted by such bidder during next three months period reckoned from the date of the last accident, shall be considered non-responsive. However, if there is no bid from such bidder during the said three months period, any one bid submitted after three months will be considered non-responsive. The Employer shall be the sole judge in this regard.

23.4 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.

23.5 Any Bid subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year will be considered non-responsive. The Employer shall be the sole judge in this regard.

24. EVALUATION OF TECHNO - COMMERCIAL PART (BID ENVELOP)

24.1 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. Towards this end, the Employer will examine information supplied by the bidders, and other requirements in the Bidding Documents, taking into account the following factors:

- a. Overall completeness and compliance with the Technical Specifications and Drawings; 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.
- 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; Contract Execution ` 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 [Volume-I : 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. For evaluation purpose, no credit will be given to earlier completion during Bid. Bids offering completion beyond the specified period are liable to be rejected. However contractors completing the contract prior to completion period are entitled for Bonus/Incentive as permitted under conditions of these Bid Documents.
- 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 Volume-II of 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. Capitalization of losses and evaluation of bids: As and where applicable, the guaranteed values of no load loss and load loss shall be mentioned by the bidder while submitting technical bid. The guaranteed losses given by bidder shall be examined at the time of technical scrutiny of the package.

The capitalization of the guaranteed losses of the transformers shall be calculated and considered while evaluating the bids. The rate of capitalisation of losses shall be as per values given below:

For Station/Power/Auto Transformers:

- ❖ No-load loss: Rs 2,77,275.00 / kW (to be updated as per prevailing rate before uploading of tender)
 - ❖ Load losses: Rs 1,32,495.00 / kW (to be updated as per prevailing rate before uploading of tender)
- (a) Capitalization of the guaranteed losses of the Transformers shall be considered for evaluation of the bids.
 - (b) Attachment no. 10, detailing losses of Power Transformers and Station Transformers to be submitted with price bid.

However this shall also be in conformity with the provisions made under volume II (Technical specifications) of the SBD.

25. OPENING OF PRICE SCHEDULES

- 25.1 Price Part of only those Bidders shall be opened on-line who are determined as having submitted responsive bids and are found to be technically acceptable by the Employer during technical evaluation. Such Bidders shall be intimated about the date and time for opening of Price Bid through the portal for which a notice shall be uploaded on the website. Bidders, whose bids are not found to be technically qualified, shall be notified their price bid shall not be opened.
- 25.2 The Price Bid submitted online by the bidders shall be opened 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.
- 25.3 The bidders' names, the Bid Prices or any discounts, and any such other details considered appropriate by the Employer, will be announced by the Employer at the opening. The prices and details 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 L1 Bidder) shall be determined as per the provisions of this tender document.

25.4 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in the meeting.

25.5 Bids not opened but read out at the time of bid opening shall not be considered further for evaluation, irrespective of the circumstances.

26. CONVERSION TO SINGLE CURRENCY

26.1 Not applicable. Prices are to be quoted in Indian Rupees

27. EVALUATION OF PRICE BIDS

27.1 Evaluation of Price Bid will be done in totality of Bid Price

27.2 The Employer will examine the Price Bids to determine ascertain their completeness, to ensure that they are free of computational errors and generally in order. Price Bids containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications shall be rejected

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity specified by the Employer, or between subtotals and the total price, the unit or subtotal price shall prevail, and the quantity and the total price shall be corrected. However, in case of items quoted without indicating any quantity or the items for which the quantities are to be estimated by the Bidder, the total price quoted against such items shall prevail. If there is a discrepancy between words and figures, the amount in words will prevail.

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).

Items against which no price is filled/ entered/ quoted by the Bidder in the price schedule which is covered under the scope of work is deemed to be covered in the prices quoted for other items by the bidder and shall be supplied and executed by the bidder without any extra cost to BSPTCL. No claim as such shall be entertained by BSPTCL.

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 Ex-works price component (by proportionately

reducing Ex-works price of individual items), in case of award. Further, 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 subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explained above.

Employer's determination of correction for error and arithmetical mistakes shall be final and binding on bidders. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

Bidders shall ensure that prices quoted under various price schedules are consistent with each other. In case of any inconsistency detected by the Employer 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.

27.3 The comparison shall be on the total price in Price Schedule No. 5 Grand Summary (Total of Schedule Nos. 1 to 4).

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

Bids shall be evaluated on total lump-sum prices for the entire scope of work under the package and adding capitalization cost of losses of the Station/power/Auto transformers, and prevailing entry tax as applicable to be taken uniformly on all materials to be supplied (for comparison) as mentioned in schedule-1 of price bid

Work will be awarded on total lump sum price including all taxes & duties, freight & insurance except State and local taxes as per bid proposal. State and local taxes e.g. Entry tax/octroi shall be borne by the State/Employer as the case may be.

27.4 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.

- a. The functional guarantees of the facilities offered:

Bidders shall state the functional guarantees (e.g., performance, efficiency, consumption) of the proposed facilities in response to the Technical Specifications. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Technical Specifications to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

- b. The performance of the equipment offered:

Bidder shall state the guaranteed performance or efficiency of the Equipments, 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.

27.5 Following evaluation methods will be followed:

- a. 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.

- b. Performance Guarantees of the Equipments

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

- c. Work, services, facilities, etc., to be provided by the Employer

- d. 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.

27.6 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.

28. 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.

C. Award of Contract

Work shall be awarded after price evaluation as per conditions of the Bidding Documents

29. AWARD CRITERIA

29.1 The Employer will award the contract to the successful Bidder (also referred to as the L1 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 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. Such variation shall be within the variation specified under the contract conditions

29.2.1 The award shall be made separately for;

I. First Contract: For supply of all equipment and materials including mandatory spares.

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", Type Tests to be conducted (whether in India or abroad), Training to be imparted (whether in India or abroad) and any other services as 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.

30. 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 at any stage and reject one or 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. NOTIFICATION OF AWARD

31.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, regarding acceptance of its Bid. The notification of award will constitute concluded 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.

Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Employer will promptly return the bid security.

32. SIGNING THE CONTRACT AGREEMENT

32.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, 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 The Contract Agreement shall be prepared within Thirty (30) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

33. PERFORMANCE SECURITY

33.1 Contract Performance Guarantee: The successful bidder shall furnish to the Employer a Contract Performance Guarantee against the contract as per the terms prescribed below.

An amount of 10% of total contract value (supply & erection) towards successful performance of the contract in terms of conditions of the contract.

However, if the estimated cost of the tender is upto Rs. 15.00 Crs. (Rupees Fifteen Crores), then the successful bidder shall furnish to the Employer a Contract Performance Guarantee against the contract of an amount of 10% of total contract value (Supply & Erection) towards successful performance of the contract in terms of conditions of the contract in the following manner:-

- Bank guarantee of the amount equivalent to 5% (five percent) of the total contract value shall be deposited after receipt of NOA and before the execution of the agreement.
- The balance amount of 5% (five percent) will be deducted from the running account bills of the contractor.
- Alternatively, the contractor may furnish one single Bank guarantee of the 10% (ten percent) of the total contract value as contract performance guarantee.

The amount of security money /Performance Security deposited shall be refunded after successful completion of the entire work & taking over of the project & submission of performance guarantee. Validity of Bank Guarantee for Performance Security will be 60 days beyond schedule completion period of the project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performance guarantee.

33.1.1 The performance security shall cover the following guarantee also, to the Owner.

33.1.2 The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the tender specifications.

33.1.3 The Successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner, fully remedy free of expense to the Owner/ such defects as developed under the normal use of the said equipment within the period of guarantee specified in the tender specifications.

33.1.4 The contract performance security is intended to secure the performance of the entire contract. However, it is not to be construed limiting the damages under performance guarantee Clauses and damages stipulated in other Clauses in the tender document.

33.1.5 The contract performance guarantee will be returned to the Contractor without any interest at the end of the period mentioned in contract and after taking over of the project including submission of performance guarantee, unless otherwise specified in the tender specifications.

33.1.6 The Bank Guarantee shall be issued from a Nationalized Indian Bank or Eligible Scheduled Bank) (and shall become acceptable to the Employer only after verification by a competent authority/ officials.

33.1.7 The successful bidder, after award/issuance of NOA/LOI, shall execute the agreement within 30 days of award of the contract after duly furnishing the 10% bank guarantee (In

original Hard copies). If there is delay beyond the specified period in submission of contract performance BG, 15 days notice will be given to the successful bidder and after which the Employer may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/bid guarantee as also detailed under Earnest Money Clause.

34. PERFORMANCE GUARANTEE

34.1 To ensure satisfactory performance of works up to the guarantee period, the contractor shall, after full completion of the work furnish Bank Guarantee of the amount equal to 5% (Five percent) of the value of the order (supply and erection plus civil work).

- i. In case some items have guarantee period more than that of project, corresponding performance BG will require to be submitted and the performance BG would be released only after receipt of such BG.
- ii. The validity of Bank Guarantee will be 60 days beyond guarantee/warranty/defect liability period.
- iii. On due performance and execution' of the order in all respects, the BG will be returned the contractor without any interest on presentation of "No Demand Certificate."

34.2 Failure of the successful Bidder to submit performance security or Performance Guarantee as stipulated 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.

35. FRAUD AND CORRUPTION

35.1 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:
- b. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- c. "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;
- d. "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;
- e. "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;
- f. "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 a 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.
- g. 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;
- h. 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
- i. 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.

36. STATUTORY FEE AND OTHER CHARGES: -

36.1 The tenderer will be deemed to have made themselves acquainted with any special difficulty associated with the site and work indicated in the tender including any additional cost or expense which need to be incurred to ensure full compliance with current statutory regulation in force. The right of way, way leave, crop compensation, crossing of National Highway, State Highway, River, Power lines and all other clearances except forest and Railway clearance will be the responsibility of the contractor and expenditures towards above if any, for charging of the Equipments, GSS and Lines etc. shall be borne by the contractor. Wherever applicable, the contractor shall furnish all relevant documents/designs/drawings etc. well in advance for completion of the work as per the contractual schedule. Any delay in execution of the complete work shall be the sole responsibility of Contractor. Further, Employer shall extend all assistance in obtaining the clearances from the Govt. Departments in co-ordination with the contractor but obtaining clearance will be the sole responsibility of the contractor.

However, all the statutory fees towards Forest Clearance and Railway Crossing shall be paid by the contractor which shall be reimbursed by the Employer to the contractor on actual basis.

SECTION - III

BID DATA SHEETS (BDS)

**Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS
Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line
Bays & 06 Nos. 132 KV Line Bays at remote end on Turnkey Basis.**

SECTION III : BID DATA SHEET

BID DATA SHEETS (BDS)

1. PREAMBLE

Section III is intended to assist the Employer in providing the specific information in relation to corresponding Clauses in the Instructions to Bidders included in Section II, and it is to be prepared separately for each specific procurement.

The Employer should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Employer, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- a) Information that specifies and complements provisions of Section II must be incorporated.
- b) Amendments and/or supplements, if any, to provisions of Section II, as necessitated by the circumstances of the specific procurement, must also be incorporated.
- c) The bid-specific data in BDS for the Turn key Contract for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB) i.e. Section II. Whenever there is a conflict, the provisions herein shall prevail over those in the ITB.

The following bid specific data for the Plant and Equipment serves as an illustration as was used for Turnkey Contract tenders by BSPTCL. These shall be amended and/or supplement the provisions in the Instruction to Bidders (ITB).

<u>S.No.</u>	<u>ITB Clause Ref.No.</u>	<u>Bid Data Details</u>
1.	ITB 1.1	The Owner is: Bihar State Power Transmission Company Limited, Vidyut Bhawan, Bailey Road, Patna-800021
2.	ITB 1.1	The Employer is: Bihar State Power Transmission Company Limited, Vidyut Bhawan, Bailey Road, Patna-800021 Kind Attn.: Chief Engineer (Project-II), BSPTCL, 4 th Floor, Vidyut Bhawan, Bailey Road, Patna-800021
3.	ITB 1.1	As per need
4.	ITB 2.1,2.2, 2.3 & 3.2	As per need

5.	ITB 6.1	Address of the Employer: As above Email Address:- ceproject2bsptcl@gmail.com
6.	ITB 6.4	Venue, date and time for Pre-bid Meeting: 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 - BSPTCL, 4 th Floor, Vidyut Bhawan, Bailey Road, Patna-800021 Date/ Month Year Time: 11.00 Hours
7.	ITB 9.2	As per need
8.	ITB 9.3	As per need
9.	ITB 13.1	Amount of Bid Security: One percent of estimated contract value but limited to Rupees One Crore. Rupees One Crore (Rs. 1.0 Cr.)
10.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, ITB 19.3(a) and ITB 20.1	Address for submission of Bids and its modification and withdrawal, if any; Website: www.eproc.bihar.gov.in Upto 15:00Hrs. on Date/ Month/ Year (Indian Standard Time) <u>Address for Bid Opening:</u> Vidyut Bhawan, Bailey Road, Patna Time and date for Bid Opening - Bid Envelope: Techno Commercial Part shall be open After 16 :00 Hrs. (IST) Date: Preferably on the same date for Bid Submission or as decided by BSPTCL. Bid Title: Name and description of the Work to be given b) BID ENVELOPE Do not open before opening time (Indian Standard Time) on Date/ Month/ Year
11.	ITB 16.3	As per need
12.	ITB 24.1(c)	The Time for Completion of the contract shall be 18 (Eighteen) Months from the date of Notification of Award/Letter of Intent.
13.	ITB 27.2	As per need
14.	ITB 27.4(b)	As per need
15.	ITB 27.4(c)	As per need

16.	ITB 27.5(b)	As per need
17.	ITB 27.5(c)	As per need
18.	ITB 34.1	In addition to the Performance Security of 5% of the Contract Price, the successful bidder is required to furnish additional performance security (ies), if applicable, as per Clause no. 4 of Joint Deed of Undertaking mentioned in Section -VI: Sample Forms and Procedures.

QUALIFICATION OF THE BIDDERS

2. ELIGIBILITY CRITERIA

2.0 The Technical and Financial Eligibility Criteria for Turnkey Projects are as follows:

Bids must be submitted by a registered company (ies) that meets all the technical and financial qualifications, experience and requirement set forth.

Eligibility of the bidder will be based on meeting the minimum pass/fail criteria specified below regarding the bidder's Technical Experience and financial position as demonstrated by the Bidder's responses in the corresponding Bidding schedules. The bidder shall also be required to furnish the information specified in the specification in their bid. Tenderer (holding company/lead partner of joint venture) must be a turnkey contractor who is having adequate in house engineering and design infrastructure facilities, quality assurance and safety setup to carry out similar type of work (as defined in the para 2.1 below).

Sub contractor's technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria.

The Employer reserves the rights to further independently assess the capacity and capability of the bidder, should circumstances warrant and if such an assessment is considered necessary to correctly assess eligibility of the bidders. The Employer also reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract. This is a domestic tender and foreign work experience of the Turn-key contractor will not be considered for judging eligibility.

The bid can be submitted by an individual firm (single entity) or a joint venture of two or more firms.

The bidder (single entity or all the partners taken together in case of a JV) must meet all the technical and financial qualifications, experience and requirement set forth.

2.1 Technical Experience:

2.1.1 *Technical Experience for construction of new GSS/ construction of new bays / R&M of GSS /Addition/ Replacement / capacity Augmentation of Power Transformer in GSS (in case of GIS [Gas Insulated Substation], the technical experience of bidder should be of GIS only):*

(i) In case of tenders/bids invited for construction of New GSS:

Bidder should have completed construction {construction including supply of materials (with or without supply of Power Transformer), civil works of tower foundations, equipment foundations, control room building etc. and erection, testing and commissioning of all equipments including Power Transformer} on turnkey basis:

- (a) at least one (01) no. new substation of 400 KV / Higher Voltage Level in case of 400/220 KV or 400/132 KV Substation with Transformers of minimum of 200MVA / above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

- (b) at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KV Substation with Transformers of minimum of 100MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

- (c) at least one (01) no. new substation of 132 KV or Higher Voltage Level in case of 132/33 KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

The above experience should be for the works executed during the last seven (07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

Note:-

- *However, in case of tender invited for construction of new AIS/ GIS Grid Sub-Station on turnkey basis (turnkey projects), the bidder having experience of execution of complete AIS/ GIS Sub-Station without Supply of Power Transformer in AIS/ GIS Sub-Station shall also be considered for eligibility with the following conditions:*

- ❖ *If the Power Transformer has been supplied by the Employer / Utility and the Erection, Testing, Commissioning etc. of the Power Transformer has been carried out by the bidder.*

OR

- ❖ *The bidder has successfully completed Supply, Erection, Testing, Commissioning etc. of Power Transformer in AIS/ GIS Grid Sub-Station on turnkey basis.*

- (ii) **In case of tenders/bids invited for construction of new Bays:**

Bidder should have completed construction (construction including supply of materials, civil works of tower/ equipment foundations and erection, testing and commissioning etc.) on turnkey basis:

- (a) at least two (02) nos. new AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level in case of 400 KV bays.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

- (b) *at least two (02) nos. new AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level in case of 220 KV bays.*

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

- (c) *at least two (02) nos. new AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level in case of 132 KV bays.*

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

The above experience should be for the works executed during the last seven (07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

(iii) In case of tenders/bids invited for R&M of GSS:

Bidder should have completed construction {construction including supply of materials (with or without supply of Power Transformer), civil works of tower/ equipment foundations and erection, testing and commissioning of all equipments including Power Transformer} on turnkey basis:

- (a) *at least one (01) no. new substation of 400 KV or Higher Voltage Level in case of 400/220 KV or 400/132 KV Substation with Transformers of minimum of 200MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works.*

OR

R&M of at least one (01) no. substation of 400 KV or Higher Voltage Level having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works in case of R&M of 400/220 KV Substation.

- (b) *at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KV Substation with Transformers of minimum of 100MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works.*

OR

R&M of at least one (01) no. substation of 220 KV or Higher Voltage Level having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works in case of R&M of 220/132 KV Substation.

- (c) *at least one (01) no. new substation of 132 KV or Higher Voltage Level in case of 132/33 KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works.*

OR

R&M of at least one (01) no. substation of 132 KV or Higher Voltage Level having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works in case of R&M of 132/33 KV.

The above experience should be for the works executed during the last seven (07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

(iv) **In case of tenders/bids invited for Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS:**

Bidder should have completed construction {construction including supply of materials (with or without supply of Power Transformer), civil works of tower/ equipment foundations and erection, testing and commissioning of all equipments including Power Transformer} on turnkey basis:

- (a) *at least one (01) no. new substation of 400 KV or Higher Voltage Level in case of 400/220 KV or 400/132 KV Substation with Transformers of minimum of 200MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works.*

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimum of 200MVA or above rating (as applicable i.e. with bays for the tenders invited for augmentation work with bays or without bays for the tenders invited for augmentation work without bays) in case of Addition/ Replacement /Capacity Augmentation of 400/220 KV Substation.

- (b) *at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KV Substation with Transformers of minimum of 100MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works.*

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimum of 100MVA or above rating (as applicable i.e. with bays for the tenders invited for augmentation work with bays or without bays for the tenders invited for augmentation work without bays) in case of Addition/ Replacement /Capacity Augmentation of 220/132 KV Substation.

- (c) *at least one (01) no. new substation of 132 KV or Higher Voltage Level in case of 132/33 KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works.*

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimum of 20MVA or above rating (as applicable i.e. with bays for the tenders invited for augmentation work with bays or without bays for the tenders invited for augmentation work

without bays) in case of Addition/ Replacement /Capacity Augmentation of 132/33 KV Substation.

The above experience should be for the works executed during the last seven (07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

Note:

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central/State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies will also be considered provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.
- (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.

2.1.2 Technical Experience for construction of new Transmission Line/Second Circuit Stringing/Re-conductoring of Transmission Line:

(i) In case of tenders/bids invited for construction of New Transmission Line:

Bidder should have completed construction of Transmission line projects of the 400KV or 220KV or 132KV or 33KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, for 132KV the required experience to be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials, tower foundations, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for which tender/bids are invited** on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (Date to be mentioned)(##).

However, the total experience for construction of transmission lines shall not be less than 10 KM even if, the total length of transmission line, for which tenders/bids have been invited is less than 20KM.

Note:-

- Generally, the new transmission lines are to be constructed with the tower designs already adopted and used by BSPTCL. However, for the tenders, which cover designing of new type of Transmission Line Towers i.e. special design/ special type / specific purpose (which are not in use in BSPTCL) and proto testing, type testing etc.

of newly designed Towers are to be carried out, in such cases, the bidders are required to have the prior experience of designing of new types of transmission line towers of the same or higher voltage level for which tender has been invited. Further, the bidder have to furnish the required details and documents in support of their experience i.e. Tower Designed with Type Test Reports, relevant Purchase Order / Work Order copies, Completion certificates, Performance certificates etc. issued from the Central/ State Govt. Utility.

**** The type and no. of bundled conductors /configuration shall be the same or higher capacity for which the tender has been invited.**

(ii) In case of tenders/bids invited for Second Circuit Stringing of Transmission Line:

Bidder should have completed construction/second circuit stringing of Transmission line projects of the 400KV or 220KV or 132KV or 33KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, for 132KV the required experience to be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for which tender/bids are invited** on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

However, the total experience for construction/second circuit stringing of transmission lines shall not be less than 10 KM even if, the total length of transmission line, for which tenders/bids have been invited is less than 20KM.

**** The type and no. of bundled conductors /configuration shall be the same or higher capacity for which the tender has been invited.**

(iii) In case of tenders/bids invited for Re-conductoring of Transmission Line with ACSR Conductor:

Bidder should have completed construction/second circuit stringing/re-conductoring of Transmission line projects of the 400KV or 220KV or 132KV or 33KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, for 132KV the required experience to be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for which tender/bids are invited** on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

However, the total experience for construction/second circuit stringing of transmission lines shall not be less than 10 KM even if, the total length of transmission line, for which tenders/bids have been invited is less than 20KM.

**** The type and no. of bundled conductors /configuration shall be the same or higher capacity for which the tender has been invited.**

(iv) **In case of tenders/bids invited for Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc):**

Bidder should have completed construction/second circuit stringing/re-conductoring of Transmission line projects with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc) of the 400KV or 220KV or 132KV or 33KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, for 132KV the required experience to be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for which tender/bids are invited** on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

However, the total experience for construction/second circuit stringing of transmission lines shall not be less than 10 KM even if, the total length of transmission line, for which tenders/bids have been invited is less than 20KM.

**** The type and no. of bundled conductors /configuration shall be the same or higher capacity for which the tender has been invited.**

(v) **In case of tenders/bids invited for construction of Pile Foundations for Transmission Line (132KV or 220 KV or 400 KV):**

Bidder should have completed construction of Bored Cast-in-Situ Pile Foundations for at least 02 (two) nos. of Tower locations (each tower location having 04 nos. of legs and each leg consist of minimum 03 nos. of Pile Foundations) having minimum 750 mm & above dia and having minimum depth of 20 mtr. & above, below ground level with setting of stubs & earthing for 110 KV or 132 KV or 220 KV voltage class Transmission line on turnkey basis during the last seven (07) years and these pile foundations must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

OR

Bidder should have completed construction of Bored Cast-in-Situ Pile Foundations for at least 01 (one) no. of Tower locations (each tower location having 04 nos. of legs and each leg consist of minimum 04 nos. of Pile Foundations) having minimum 1000 mm & above dia

and having minimum depth of 20 mtr. & above, below ground level with setting of stubs & earthing for 400 KV or higher voltage class Transmission line on turnkey basis class Transmission line on turnkey basis during the last seven (07) years and these pile foundations must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening (date to be mentioned) (##).

Note:

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central/State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies will also be considered provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.
 - (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.
 - *However, in case of tender invited for construction/second circuit stringing/re-conductoring of Transmission Lines with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc) (turnkey projects), if the Conductor (Special conductor, AL59, HTLS etc.) has been supplied by the Employer / Utility and the Erection, Testing, Commissioning etc. of the Conductor (Special conductor, AL59, HTLS etc.) has been carried out by the bidder and the bidder have the Manufacturer Authorization Certificate for the Conductor (Special conductor, AL59, HTLS etc.), such experience of the participating bidder shall also be considered for eligibility. This shall be applicable only for Transmission Lines with Conductor other than ACSR.*
 - *If the tender are invited for the work of construction of Transmission Lines which contains construction of Pile foundations in the tender specification / BoQ, in such cases, the bidder should meet the eligibility criteria laid down for construction of transmission lines as well as construction of pile foundations either in the same order or in the separate orders.*
- 2.1.3 In case bidder is a holding company, the technical experience referred to in clause 2.1.1/2.1.2 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 2.1.1 / 2.1.2 above shall be of that subsidiary company only (i.e. excluding its holding company).
- 2.1.4 On a separate page, using the following format, the Bidder is requested to furnish details of previous experience against the requirements detailed at para 2.1.1 / 2.1.2 above, on the basis of which the Bidder wishes to qualify. The information is to be summarised using following format for each previous experience of the Bidder on separate sheets.

(The bidder shall attach documentary evidence, such as copies of utility certificates etc., in support of its general experience as listed in the following proforma for each experience/Contract just below it)

Format A:		
Format for the Bidder (Single Firm / Partner in case of Joint Venture)		
[In case of Joint Venture bidder, the QR data of each of the partner is also is to furnished, as applicable, using this format]		
Name of the Bidder (Single Firm/Lead partner/Partners of a JV)		
1.	Name of Contract (Executed during the last 07 Years as on the originally scheduled date of bid opening).	
2.	Contract Reference No. & Date of Award (for each contract seperately)	
3.	Name and Address of the Employer/Utility for whom the Contract was executed by bidder/ Parent Company (Principals)/ Collaborator e-mail ID Telephone No. Fax No.
4.	Details/features of the Contract undertaken relevant to the stipulated QR (the experience related to the Voltage Level equal to or above of the voltage rating of tendered Substation/ Line project only, should be furnished): Name of Substation/Switchyard/Line Details of Substation/ Switchyard/ Line commissioned:- Voltage Level of Substation/ Switchyard/ Line No. of Transformers commissioned for the above Substation/Switchyard MVA rating of Transformers commissioned for the above Substation/Switchyard Type of Conductors strung /commissioned for the above Line Length of Transmission Line strung /commissioned for the above Line (to be furnished for each line of each contract) No. of Pile foundations done for River Crossing the above Line (to be furnished for each line of each	

	<p>contract)</p> <p>Depth of Pile foundations done for River Crossing the above Line (to be furnished for each line of each contract)</p> <p>Type of Earthwire/OPGW cables used for the above Line (to be furnished for each line of each contract)</p> <p>(a) Nos. of Circuit Breaker Bays <i>(Attach proof of nos. of Circuit Breaker Bays)</i></p> <p>(b) Nos. of Single Phase CTs or Bushing CTs in the Bay <i>(Attach proof of nos. of CTs in the Bays)</i></p> <p>(c) Nos. of Disconnectors/ Isolators in the Bay <i>(Attach proof of nos. of Disconnectors/ Isolators in the Bays)</i></p> <p>Whether scope also include civil works of tower foundations, equipment foundations, control room building etc and erection, testing and commissioning.</p>	
5.	<p>Date of Commissioning</p> <p>Period (no. of years) of satisfactory operation of Substation/ Switchyard/ Line as on the originally scheduled date of bid opening. <i>“Satisfactory Operation” means Certificate issued by the Employer i.e. Central/State Power Utility certifying the operation without any adverse remark</i></p>	<p>_____</p> <p>_____ years</p>
6.	<p>Scope of work involved in the above Contract</p> <hr/>	<p><input type="checkbox"/> Design</p> <p><input type="checkbox"/> Manufacture</p> <p><input type="checkbox"/> Supply</p> <p><input type="checkbox"/> Testing</p> <p><input type="checkbox"/> Erection</p> <p>Installation & commissioning <i>(Tick only whichever is/are applicable)</i></p>
7.	<p>Capacity in which the Contract was undertaken (Check One)</p>	<p><input checked="" type="checkbox"/> Prime Contractor</p> <p><input type="checkbox"/> Sub - contractor</p> <p><input type="checkbox"/> Partner of JV. (In case of JV copy of JV agreement, against which the work experience have been claimed, should be furnished) <i>(Tick whichever is applicable)</i></p>
8.	<p>Details of documents submitted in the Bid in support of stated experience/Contract</p> <hr/>	

(Use separate sheet for each experience/ Contract)

2.2 Financial requirement

2.2.1 Financial Position

- a) Net Worth for last 3 financial years should be positive.
- b) Minimum Average Annual Turnover *(MAAT) for best three years (i.e. 36 months) out of last five financial years of the bidder should be minimum 50% of estimated value of the particular tender for which bid is submitted.
- c) Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities of not less than 10% of estimated value of the particular tender for which bid is submitted.

*** Note:-**

- ❖ *In case Bidders to qualify for more than one package, their financial position specified above shall not be less than the sum of the requirement for the packages they propose to qualify for.*
- ❖ *Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixed assets.*
- ❖ *The tenderer should furnish copy of latest Sales Tax Registration certificate EPF code number & Copy of PAN Number.*
- ❖ *As per IND/AS guidelines, Net worth means the sum total of the Equity Share 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 & Miscellaneous expenditures to the extent not written off and carry forward losses) and intangible assets. Further, promoter should not use debt to infuse equity share capital in the bidding entity.*

2.2.2 In case bidder is a holding company, the Financial Position criteria referred to in clause 2.2.1 above shall be that of holding company only (i.e. excluding its subsidiary / group companies). In case bidder is a subsidiary of a holding company, the Financial Position criteria referred to in clause 2.2.1 above shall be that of subsidiary company only (i.e. excluding its holding company).

2.2.3 In support of its 'Financial Position', in line with the above, the Bidder must provide the relevant information, along with documentary evidence, in the following format.

Format B:			
Name of the Bidder (Single Firm/ Lead partner of JV/ JV Partner other than Lead partner)			
A. Turnover / Networth details:			
Sl. No.	Financial year	Annual Turnover (in Rs. Crs.)	Net worth (in Rs. Crs.)
01			

02			
03			
04			
05			
Average annual turnover for best three years is:			
B. Liquid Assets details:			
Details of evidence of having Liquid assets (LA) OR, Details of evidence of access to or availability of credit facilities		_____	_____

2.3 **JOINT VENTURE FIRMS:**

2.3.1 **Technical experience in case of Joint Venture:**

- (i) Bid can be submitted by a Joint Venture (JV) of two or more firms as partners.
- (ii) All the partners shall collectively meet the technical requirement **in totality** given at para 2.1.1 / 2.1.2 above.
- (iii) Any partner of the JV can be declared as lead partner, if the proposed **lead partner** meets the financial criteria as mentioned at para 2.3.2 and also having the minimum technical experience of:

a. **In case of Sub-Station:**

i. **In case of tenders/bids invited for construction of New GSS:**

- (A) at least construction of **05 nos. bays** of 400 KV or higher voltage level on turnkey basis in case of construction of 400/220 KV or 400/132 KV New GSS.
- (B) at least construction of **05 nos. bays** of 220 KV or higher voltage level on turnkey basis in case of construction of 220/132 KV New GSS.
- (C) at least construction of **05 nos. bays** of 132 KV or higher voltage level on turnkey basis in case of construction of 132/33 KV New GSS.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

ii. In case of tenders/bids invited for construction of new Bays of new Bays/ R&M of GSS / Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS:

- (A) at least construction of 02 nos. bays of 400 KV or higher voltage level on turnkey basis in case of construction of new Bays/ R&M of GSS / Addition/ Replacement /Capacity Augmentation of Power Transformer in 400/220 KV or 400/132 KV GSS.
- (B) at least construction of 02 nos. bays of 220 KV or higher voltage level on turnkey basis in case of construction of new Bays/ R&M of GSS / Addition/ Replacement /Capacity Augmentation of Power Transformer in 220/132 KV GSS.
- (C) at least construction of 02 nos. bays of 132 KV or higher voltage level on turnkey basis in case of construction of new Bays/ R&M of GSS / Addition/ Replacement /Capacity Augmentation of Power Transformer in 132/33 KV GSS.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

b. In case of Transmission Line:

(For construction of New Transmission Line / Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc.)

- (A) at least completion of 25% of tender quantity on turnkey basis of 400 KV or Higher Voltage Level Transmission Lines in case of construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.
- (B) at least completion of 25% of tender quantity on turnkey basis of 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

- (C) at least completion of 25% of tender quantity on turnkey basis of 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.
- (D) at least completion of 25% of tender quantity on turnkey basis of 33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.
- (iv) **Each of the other JV partner(s) shall individually meets the financial criteria as mentioned at para 2.3.2 and also having the minimum technical experience of:**
- a. Construction of new GSS / Bay Extension work / R&M of GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS:
- i. **JV partner who are not manufacturer/ equipment supplier:**
- (A) at least construction of 02 nos. bays of 400 KV or higher voltage level on turnkey basis in case of construction of 400/220 KV GSS / 400/132 KV GSS / 400 KV Bay Extension work / R&M of 400/220 KV GSS / R&M of 400/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.
- (B) at least construction of 02 nos. bays of 220 KV or higher voltage level on turnkey basis in case of construction of 220/132 KV GSS / 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.
- OR**
- at least construction of 04 nos. bays of 132 KV voltage level on turnkey basis in case of construction of 220/132 KV GSS / 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS

- (C) at least construction of 02 nos. bays of 132 KV or higher voltage level on turnkey basis in case of construction of 132/33 KV GSS / 132 KV Bay Extension work / R&M of 132/33 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

OR

ii. **JV partner who are manufacturer/ equipment supplier:**

- (A) at least construction of 01 no. bay of 400 KV or higher voltage level on turnkey basis in case of construction of 400/220 KV GSS / 400/132 KV GSS / 400 KV Bay Extension work / R&M of 400/220 KV GSS / R&M of 400/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

- (B) at least construction of 01 no. bay of 220 KV or higher voltage level on turnkey basis in case of construction of 220/132 KV GSS / 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

OR

at least construction of 02 nos. bays of 132 KV voltage level on turnkey basis in case of construction of 220/132 KV GSS / 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS

- (C) at least construction of 01 no. bay of 132 KV or higher voltage level on turnkey basis in case of construction of 132/33 KV GSS / 132 KV Bay Extension work / R&M of 132/33 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

In case the tenders/bids are invited for AIS GSS the experience should be for AIS and in case of GIS system the experience should be for GIS system.

b. In case of construction of Transmission Line:

(For construction of New Transmission Line / Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc)

i. JV partner who are not manufacturer/ equipment supplier:

(A) at least construction of 10% of tender quantity on turnkey basis of 400 KV or Higher Voltage Level Transmission Lines in case of construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(B) at least construction of 10% of tender quantity on turnkey basis of 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(C) at least construction of 10% of tender quantity on turnkey basis of 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(D) at least construction of 10% of tender quantity on turnkey basis of 33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

OR

ii. JV partner who are manufacturer/ equipment supplier:

(A) at least construction of 5% of tender quantity on turnkey basis of 400 KV or Higher Voltage Level Transmission Lines in case of

construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(B) at least construction of 5% of tender quantity on turnkey basis of 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(C) at least construction of 5% of tender quantity on turnkey basis of 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(D) at least construction of 5% of tender quantity on turnkey basis of 33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor/ Re-conductoring of Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc. as the case may be for which tender has been invited.

(v) **The proposed minimum technical experience for each of the other JV partner(s) mentioned at para 2.3.1 (iv) will be applicable for the tenders having estimated cost is more than Rs. 15.00 Crs. (Rupees Fifteen Crores).**

In case, if the estimated cost of the tender is upto Rs. 15.00 Crs. (Rupees Fifteen Crores), then the minimum technical experience for each of the other JV partner(s) as mentioned at para 2.3.1 (iv) will not be required.

However, all the partners jointly shall meet the minimum technical experience as mentioned at para 2.1 in the SBD.

2.3.2 Financial Requirement in case of Joint Venture:

(i) In case a bid is submitted by a Joint Venture (JV) of two or more firms as partners, the Joint venture **shall meet collectively all the requirement** of para 2.2.1 (b) & (c) above.

- (ii) The figure of average annual turnover and liquid assets/credit facilities for each of the partners of the JV shall be added together to determine the JV's compliance with the minimum qualifying criteria set out in para 2.2.1 (b) & (c) above.

However, for a JV to be qualified, the partner(s) of JV must also meet the following minimum criteria:

- a. All the partners of the JV shall meet individually the Financial Position criteria given at 2.2.1 (a) above.
- b. The lead partner shall meet not less than 40% of the Financial Position criteria given at para 2.2.1 (b) & (c) above for MAAT and LA/ Credit Facility. It should be best out of last three years.
- c. Each of the other JV partner(s) shall individually meet not less than 25% of the Financial Position criteria given at para 2.2.1 (b) & (c) for MAAT and LA/ Credit Facility. It should be best out of last three years.

Note:

- ❖ If the bidder (Single/Partner of JV) submits technical experience of a joint venture in which the bidder was one partner, proportionate technical experience will be considered as per its share in the joint venture. Copy of Joint Venture Agreement indicating the share of each JV partner shall be submitted in the Bid for above.
- ❖ The joint venture agreement should delineating precisely the roles, responsibilities and obligations of each partners in the contract, notwithstanding the joint and several responsibility and liability for every stage including and not limited to planning, design, manufacturing, supply, installation, commissioning and training.
- ❖ In case, the detailed roles, responsibilities and obligations of each partners of JV are not clear in the JV agreement, the certificate issued by the end user/ utility shall be considered. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.
- ❖ *Successful execution of the contract awarded to the firm by various customer/utility as well as number of years of satisfactory operation as on date of tender must be certified by the concerned customers and must accompany copy of letter of award/work order failing which the firm will not be considered eligible to meet the qualifying requirements.*

- ❖ Sublette/back-to-back work will not be considered for technical experience. Only the work awarded by a customer directly to the firm for which the certificate is issued by the customer to the firm will be considered.

2.3.3 Only reputed and experienced agency or firms having sound financial/ technical background and management capacity either individually or with associates or in joint ventures meeting eligibility criteria shall apply. Non serious tenders from non-eligible firms shall be considered non-responsive and rejected.

Further, only the representative of lead partner shall be authorized by Joint Venture agreement/Power of Attorney to have direct role in project implementation. Only he/she shall be authorized to interact with the purchaser for signing of bid, execution of contract, receiving payment and all such matter relating to project execution.

2.4 **The Bidder shall also furnish following documents/details with its bid.**

2.4.1 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 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.

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 the audited accounts, as the case may be.

2.4.1 The tenderer should furnish certificates, guaranteed by their bankers regarding the credit limit allowed to them and also banker's assessment of their solvency not earlier than three months from the date of tender.

2.4.2 In case of bidder being a holding company, MAAT and LA/ Credit Facility shall be that of holding company only i.e. excluding MAAT and LA/ Credit Facility of its subsidiaries. However, in case of bidder being a subsidiary company, MAAT and LA/ Credit Facility shall be that of subsidiary company only, i.e. excluding MAAT and LA/ Credit Facility of its holding company.

2.4.3 The bidder (s) shall necessarily have "A" Class license issued by the Electrical inspectorate of Govt of Bihar/Central Inspectorial organization of Govt. of India/ other state Govt. In case of the bid submitted joint venture firm, any of partners (more particularly the lead partner) should possess "A" class electrical license as stated above. After award of the contract, the tenderer must have valid electrical contractor license issued by Govt. of Bihar.

2.5 However, for any other work, not covered under this Standard Bidding Document, the technical and financial eligibility criteria will be finalized by BSPTCL depending upon the nature, size and complexity of the project and will be dealt separately.

2.6 BID CAPACITY

2.6.1 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is equal to or more than the total bid value. The available bid capacity will be calculated as under:

Accessed available bid capacity is equal to: $(A * M * N) - B$ where,

A = Maximum annual turnover in any one year during last 5 years (Updated to the price level of last year @ 8% a year. i.e. Indexed at present value of last year taking 8% as indexing rate) taking into account the completed as well as works in progress.

N= No. of years prescribed for completion of works for which bids are invited. Considering the project completion period of 24 months, N=2
(i.e. for 18 months, N=1.5)

M=3

B = Value, at the current Price level of existing commitments and ongoing works (Electrical and other) to be completed during the period of completion of work for which bids are invited (to be submitted by the bidder)

Note: Declaration to be submitted by the bidder indicating the value of Existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed in the declaration.

2.6.2 In case of JV, bid capacity of each JV partner will be considered in the ratio of their share in the JV agreement. The aggregate bid capacity of the JV will be sum of the proportionate bid capacities of individual partners. For example , if the share in JV agreement of three firms are 40%, 35% and 25% and the individual bid capacities are A, B and C respectively. Then the aggregate bid capacity of JV will be 40% of A+35% of B+ 25% of C.

- 2.7 In case of a Joint Venture, the following conditions shall also apply.
- (a) The specified form of Agreement shall be signed so as to be legally binding on all partners (form enclosed.)
 - (b) One of the partners shall be nominated as lead partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
 - (c) The lead partner 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 lead Partner as per Power conferred to him in the power of Attorney.
 - (d) All partners shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under para mentioned above as well as in the bid forms and in the contract forms (in case of a successful bid).
 - (e) Agreement entered into by the Joint Venture Partners shall be submitted with the bid indicating the share of each JV partner in the joint venture.
- 2.8 The bidder shall also furnish following document details with its bid.
- i. A certificate from banker (in suitable format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilisation as on date. Such certificate should have been issued not earlier than three months prior to the date of tender. Whenever necessary, EMPLOYER or EMPLOYER as the case may be may make queries with the Bidder's Bankers.
 - ii. 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.
- 2.9 In the event the bidder unable 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 in formations pertaining to it only (not of its group/Holding/Parent Company) duly certified by anyone 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.
- 2.10 Similarly, if the bidder happens to be a Group/ Holding /Parent company, the bidder should submit the above documents/informations of its own only (i.e., exclusive of its subsidiaries) duly certified by anyone of the authority mentioned in para 2.9 above certifying that these informations /documents are based on the audited accounts as the case may be.

- 2.11 The bidder should provide detailed information on any litigation or arbitration arising out of the 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 J.V may result in rejection of bid. An affidavit in this regard is also to be submitted.
- 2.12 Any firm participating in this bid jointly with one lead partners in any capacity shall not be associated with any other firm/lead partner quoting for this bid in any capacity (either as Joint Venture Partner or as a sub contractor) Lead partner is also not permitted to quote for this bid separately with different partners as a second bid. This practice means that any lead partner or associate or partner can participate in one and only one bid.
- 2.13 The tenderer shall include the following information and documents with their tenders in the Performa enclosed.
- i. Copies of original documents defining the constitution or legal status, place of registration and principal place of business.
 - ii. Written power of attorney of the authorized signatory of the bidder to submit the tender.
 - iii. Reports of financial standing of the Tenderer such as profit and loss statements and auditor's report for the past five years.
 - iv. A certificate from a bank or reputable firm of accountants conforming the liquidity (liquid asset and credit facilities) of the tenderer, such certificate should not have been issued three months prior to the date of bid opening.
 - v. Evidence of adequacy of working capital for this contract i.e. evidence of access of line (s) of credit and availability of other financial resources.
 - vi. Authority to seek references from the Tenderers bankers.
 - vii. Information regarding any current litigation in which the tenderer is involved, the parties' concerned and disputed amount.
 - viii. Statement of safety policy and safety statistics for the last 5 years.
 - ix. Copy of QA certification and associated documentation.
 - x. Copy of environmental policy.
- 2.14 Notarized affidavit will be submitted by the bidder along with the tender that;
- a. The bidder has not been blacklisted/ debarred/ banned by any State Govt./Central Govt. / Govt. undertaking in India as on the date of tender
 - b. Its agreement/work order has not been terminated on account of performance in past three years by any State Govt. /Central Govt. / Govt. undertaking in India as on the date of tender.
 - c. The bidder has not been blacklisted/ debarred/ banned by BSPHCL and its subsidiary companies as on the date of tender.
- 2.15 Bidder who is blacklisted/ debarred/ banned or its agreement / work order terminated on account of performance in past three years by any State Govt./Central Govt. / Govt. undertaking in India or debarred by BSPHCL and subsidiary companies will not be eligible for participating in the bid. In case of false declaration, the earnest money

deposited by the bidder will be forfeited and bid may be rejected / LOI/ LOA (Purchase Order & Work Order) may be cancelled.

- 2.16 Notarized affidavit will be submitted by the firm/ JV that all the information related to technical, commercial, financial and other matter mentioned in the bid and relevant paper / documents submitted in this regard are true and correct. In case of false documents/ declaration by the firm / JV, earnest money deposited by the bidder will be forfeited and bid may be rejected / LOI/ LOA (Purchase Order & Work Order) may be cancelled.

VOLUME-I: SECTION IV
GENERAL CONDITIONS OF CONTRACT
(GCC)

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. PREAMBLE

The Section -IV of the Bidding documents constitutes the General Conditions of Contract (GCC). It provides all the rights and obligations of the parties under the Contract. This GCC is uniformly applicable to all the EPC Contracts of EMPLOYER under different schemes. The document is to be read in totality and its individual Clauses are to be construed and constructed accordingly. Provisions of GCC are to be read and interpreted along with Special Conditions of the Contract (SCC) provided in Section- V of the Bidding Documents In case of any conflict between a provision of GCC and that of SCC, the necessary provisions of SCC shall prevail.

A. DEFINITIONS AND INTERPRETATION

2. DEFINITIONS

2.1 The following words and expressions shall have the meanings hereby assigned to them:

- a. “Arbitrator” means the person or persons appointed under this 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 by the parties pursuant to GCC Sub- Clause 41 (Arbitration) hereof.
- b. “Associate” means a party who has been employed by the Contractor to independently execute a pre-selected part of facilities of the contract and grant him the associated contractual responsibilities, without diluting in any manner the overall responsibility of the contractor in respect of the Facilities under the contract.
- c. “Collaborator” or “Parent Company” means firms/corporations who have 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, being put to operation after successful testing, as per conditions of the Contract as specified in the Technical Specifications, as provided in relevant provisions pertaining to Commissioning in the GCC for the purpose of Trial – Operation.
- e. “Completion” means that Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities (or a specific part thereof where specific parts are specified in the contract) has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed, as provided in Clauses pertaining to Completion of Facilities in the GCC and/or SCC as the case may be
- 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); Volume-I: 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 firm or firms whose bid for 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 such person nominated by the Contractor and approved by the Employer in the manner provided in GCC (Contractor’s Representative and Construction Manager) 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, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof).
- n. “Effective Date” means the date of Notification of Award/ Letter of Intent from which the Time for Completion shall be determined.
- o. “Employer” means BSPHCL and its all subsidiary companies (EMPLOYER, BSPTCL) pertaining to contracts in its respective jurisdiction.
- p. “Facilities” means the Plant and Equipment to be supplied and installed, tested, commissioned and put to operation as per 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 ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications) 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 completed as per Contract; e.g., transportation and provision of insurance, inspection,, 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/ Letter of Intent” means the official notice issued by the Employer to the Contractor notifying acceptance of his Bid.
- v. “Operational Acceptance” means the acceptance by the Employer of the Facilities (or part thereof in conformity with the provisions of the Contract there of as per Contract), 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 this GCC (Operational Acceptance) hereof after successful Commissioning followed by Trial - Operation.
- w. “Owner” means BSPHCL and its all subsidiary companies (EMPLOYER, BSPTCL) for contracts under their jurisdiction and shall include legal successors or assign.
- 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, but does not include Contractor’s Equipment.
- y. “Pre-commissioning” means 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 this GCC Sub-Clause 20.1.2 (Pre-Commissioning) hereof.
- z. “Engineer” or “Engineer - in Charge” or “Project Manager” means the person appointed by the Employer 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 prior 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 achieved under this contract as per conditions and specified either as a whole or part where separate Time for Completion for such par is prescribed in the Contract.
- ff. “Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934, as modified from time to time.
- gg. “Specification” (i) means the Specification referred to in the Contract and any modification thereof or addition thereto, as approved in writing by the Engineer. (ii) “Drawings” means the Drawings of the Works, as included in the Contract and any additional / modified Drawings approved by the Engineer from time to time. (iii) “Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.
- hh. “Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897” or the Indian Contract Act 1872 or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.

3. INTERPRETATION

3.1 Interpretation: In the Contract except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) Words indicating the singular also include the plural and words indicating the plural also include the singular and
- c) “Written” or “in writing” means hand-written, type written, printed or electronically (email, Fax) made and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these conditions

3.2 Contract Documents

All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory, subject to Clause 3.3 (Order of Precedence) of the Contract Agreement. The Contract shall be read as a whole.

3.3 Order of Preference (Priority of Documents)

The several documents forming the Contract are to be taken as mutually explanatory of one another. If any inconsistency or discrepancy is found in the documents, the Employer shall issue necessary clarification / instruction. For the purpose of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) The Contract Agreement (along with the pert chart and construction schedule as submitted and finalized.
- b) The Letter of Intent and its Acceptance
- c) The Notice Inviting Tender (NIT)/ Instructions to Tenderers (ITT)
- d) Special Conditions of Contract. (SCC)
- e) General Conditions of Contract. (GCC)
- f) Drawings
- g) Technical and other Specifications
- h) Schedules and any other document forming part of Contract

3.4 Communication and Language of the Contract

3.4.1 Communications to be in writing

Communications between parties will be effective only when in writing. A notice will be effective only when delivered either in person or electronically (official email/Fax).

3.4.2 Language of Contract

The Contract document shall be in English

3.5 Joint and Several Responsibility

If the Contractor is a joint venture, consortium, or other incorporated grouping of two or more Persons/Firms:

- a. These Persons/Firms shall be deemed to be jointly and severally liable to the Employer for the performance of the Contract;
- b. these Persons/Firms shall notify the Employer of their leader who shall have authority to bind the Contractor and each of these persons; and
- c. the Contractor shall not alter its composition or legal status without the prior consent of the Employer during the pendency of the contract

3.6 Entire Agreement

The Contract constitutes the entire agreement between the Employer and Contractor with reference to the Contract and supersedes all communication, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract. Nonetheless, Bidding Documents of the Bidder and Letter of Award/Intent and other documents specified in clause 3.3. of GCC shall make integral part of the Contract.

3.7 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.

3.8 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

3.9 Non-Waiver

3.9.1 Subject to GCC sub clause 3.9.2 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.

3.9.2 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.

3.10 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceable shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3.11 Notices

3.11.1 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, Registered post acknowledgement due, special courier, reputed courier services, emailing of scanned signed notice or through email in urgent situations, to the address of the relevant party set out in the Contract Agreement.

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

3.12 Governing Law & its Jurisdiction

The Contract shall be governed by and interpreted in accordance with laws of Union of India and that of the State of Bihar as the case may be and the Courts at Patna shall have exclusive jurisdiction in all matters arising under this Contract.

B. SUBJECT MATTER OF CONTRACT

4. SCOPE OF FACILITIES

- 4.1 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, manufacture (including procurement, quality assurance, construction, installation, associated civil works, pre-commissioning, commissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of facilities in accordance with plans, procedures, specifications, drawings, codes and any other documents as specified in Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; supply of labour, materials, equipment, spare parts 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.
- 4.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.
- 4.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, 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 15 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.
- 4.4 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.
- 4.5 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.

5. TIME FOR COMMENCEMENT AND COMPLETION

- 5.1 Both Contractor and the Employer agree that time is the essence of commencement and completion of the contract. The Contractor shall commence work from the Effective Date of Contract (i.e. Date of issue of Letter of Intent/Notification of Award) unless otherwise specified in the SCC and the Contractor shall thereafter proceed with discharge of his obligations on the Facilities in accordance with the time schedule specified in the corresponding Appendix - 4 (Time Schedule) to the Contract Agreement of Volume-I : Section-VI (Sample Forms and Procedures).
- 5.2 The Contractor shall attain Completion of the Facilities (or of a part where the Contract provides for part completion) within the time stated under Time for Completion or within such extended time which the Contractor is granted under provisions of the Contract.

6. CONTRACTOR'S RESPONSIBILITY

- 6.1 The Contractor shall design (unless otherwise provided), manufacture (including associated purchases and/or subcontracting), install, test, do all pre-commissioning activities, commission and complete the Facilities with due care and diligence in accordance with the Contract within the original or extended completion period .
- 6.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, and on the basis of information that the Contractor has independently verified the facts about site conditions 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.
- 6.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or other statutory, regulatory and public service undertakings as the case may be that are necessary for the performance of the Contract.
- This shall also include 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.
- 6.4 The Contractor shall comply with all laws in force in India and the State of Bihar. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind 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.

6.5 SUBCONTRACTING

- The Contractor shall not subcontract the whole of the Works.
- The Contractor may subcontract parts of the Work/Facilities upto 70% of the order value with prior written consent of the Employer.
- Subcontracting does not alter the Contractor's obligations in any manner and the Contractor shall ensure sufficient superintendence as well as impose such terms and conditions on the Sub-Contractor as are appropriate to the parts of the Works/ Facilities to enable the Contractor comply with his obligations under the Contract.

6.6 The Contractor shall permit the Employer to inspect the Contractor's accounts and records relating to the Contract.

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

6.8 Cleanliness: The Contractor shall be responsible for keeping the entire area allotted to it clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean its 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 Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

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

6.9 Fire Protection: The work procedures that are to be used during the erection shall be those, which minimize fire hazards. 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. Un-treated 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 for either storage or 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 fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

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.

Security: The Contractor shall have total responsibility for all equipment and materials in its custody/stores, loose, semi-assembled and/or erected 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.

6.10 Contractor's Area Limits: The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him except with permission of the Engineer in charge. The restrictions mutus- mutandis shall also apply to Contractor's personnel.

6.11 Contractor's Co-operation with the Employer: In case where the performance of Contractor's work affects the operation of the system facilities of the Employer, such work shall be performed only in the manner stipulated by the Engineer at all times without fail. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as it may think fit in the interest of the Employer without unduly affecting contractors work and the Contractor shall work with such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start- up and operation of the equipment systems, which are erected by it. 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 it, 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.

6.12 Compliance with Regulations and Bylaws

The Contractor shall conform in all aspects with:

- The provision of any enactment in India as applicable from time to time
- The regulations or bye-laws of any local body and utilities.
- The Contractor shall be bound to give all notices required by statute, regulations or by-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The Contractor will arrange necessary clearances and Approvals before the Work is taken up.
- Ignorance of Acts, Rules, Regulations and Bylaws shall not constitute a basis for any claim at any stage of work .

7. EMPLOYER'S RESPONSIBILITIES

7.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by it to the Contractor as provided in Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract, except when otherwise expressly stated in the Contract.

7.2 The Employer will be responsible for providing the Site timely and access thereto, as specified in accordance with the Contract Agreement. Where ever due to extenuating circumstances Employer is not able to provide Land to the Contractor within reasonable time-frame, suitable Extension of Time shall be granted without Levy of Liquidated Damage. For the avoidance of doubt it is made clear that even where there is late handing over of Land the Contractor shall make all reasonable endeavour to complete the work (part of work as the case may be) in reasonable time-frame without no or much time over run. It is also expressly clarified that on account of non-giving of Land (in case of substation) and fixation of originating & termination/ connecting points (in case of transmission lines) as specified in the Contract, apart from Extension of Time, the Contractor shall not be eligible for any other claim or compensation what so ever.

7.3 If requested by the Contractor, the Employer shall make best endeavours to assist the Contractor for timely obtaining and expeditiously permits, approvals and/or licenses from government authorities for the execution of the contract.

7.4 Contract Closing:

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

- i. Material reconciliation,
- ii. Payment reconciliations, submission and verifications that reconciliation of payment toward statutory provisions like CST/VAT/Entry Tax/Excise Duty, any other dues etc as required.
- iii. Approval for extension of Completion period, with or without compensation, as required.
- iv. Certification from agency regarding payment of dues to its workers/contract labourers, payment of statutory dues toward Provident Funds, wages etc as required.
- v. Certification of Engineer & 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 Owner.
- vi. Removal of construction meant for site stores, hutment, labour colony etc. in the premises of OWNER.
- vii. Certificate from Engineer in charge regarding final amendment of drawings and details of such amendments.
- viii. Certificate by the Engineer in Charge that all as built drawings etc. have been received for the contractor.
- ix. Shortfall in equipment / performance Certificate issued by Engineer in Charge,
- x. No demand certificate issued by contractor & concerned ESE,

- xi. Certificate about completion of Defect Liability Period of the package by Engineer in Charge,
- xii. Certificate regarding return of BGs / Indemnity Bond by Engineer in Charge/ Finance department.
- xiii. Certificate by Engineer In Charge that Contractor has handed over the site in good working condition after clearing of all his materials and rubbish from the site.

C. PAYMENT

8. CONTRACT PRICE

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

8.2.1 The contract price shall be Firm in all cases. No price variation shall be allowed on any account for the scope of work specified in the tender specifications. In case of modifications (increase/decrease) in the quantities of the items/works specified in the tender specifications/LOI/orders, the contract price shall be increased/decreased based upon the unit rates available in the LOI/Orders according to the provisions made under Quantity variation clause of GCC/SCC.

8.2.2 In case of provisions of Price variations, if detailed under SCC, the Contract Price shall be subject to adjustment in accordance with the provisions of Price Variation Clause in this GCC. The Contract Prices shall be increased or reduced on account of PV and also the provisions made under SBD/Tender Specifications.

8.3 Subject to extant provision in this 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.

8.4 The Contractor will be deemed to have made themselves acquainted with any special difficulty associated with the site and work indicated in the tender including any additional cost or expense which need to be incurred to ensure full compliance with current statutory regulation in force. The right of way, way leave, crop compensation, crossing of National Highway, State Highway, River, Power lines and all other clearances except forest and Railway clearance will be the responsibility of the contractor and expenditures towards above if any, for charging of the Equipments, GSS and Lines etc. shall be borne by the contractor. Wherever applicable, the contractor shall furnish all relevant documents/designs/drawings etc. well in advance for completion of the work as per the contractual schedule. Any delay in execution of the complete work shall be the sole responsibility of Contractor. Further, Employer shall extend all assistance in obtaining the clearances from the Govt. Departments in co-ordination with the contractor but obtaining clearance will be the sole responsibility of the contractor.

However, all the statutory fees towards Forest Clearance and Railway Crossing shall be paid by the contractor which shall be reimbursed by the Employer to the contractor on actual basis.

- 8.5 If any non schedule item is required to be executed, which is not covered in the contract document, the rate of such item will be decided in the following manner which shall be agreeable between Employer and the Contractor:

Items for which rates are not available in the BOO/Orders:-

(i) Items covered under Civil Works:-

- (a) Prevailing rate of SOR of RCD/BCD of GOB shall be adopted. However, if the rates are available in SOR of both RCD & BCD, in that case, lowest rate shall be adopted.
- (b) If the rates are not available in the SOR of RCD/BCD of GOB, in that case rate available in CPWD shall be adopted.
- (c) If the rates are not available in the SOR of RCD/BCD of GOB & CPWD, in that case rate will be judiciously decided after proper rate analysis based upon the prevailing market rate of such items, latest orders of BSPTCL/ Other Govt. Utilities and mutually agreeable between Employer and the Contractor.

(ii) Items other than Civil Works:-

- (a) Rate of such items will be judiciously decided after proper rate analysis based upon the prevailing market rate of such items, latest orders of BSPTCL/ Other Govt. Utilities and mutually agreeable between Employer and the Contractor.

9. VARIATIONS IN THE CONTRACT PRICES

The prices shall remain firm in case of projects with completion period upto 18 months. For the projects with completion period above 18 months, price variation shall be applicable.

9.1 CONTRACTS WITH FIRM PRICES

The contract price shall be FIRM in all cases and no price variation shall be allowed on any account for the scope of work specified in the tender specifications for the contracts for which completion period is upto 18 (eighteen) months.

9.2 CONTRACTS WITH VARIABLE PRICES

This price variation clause shall be applicable only for the contracts with completion period of more than 18 (eighteen) months. The details regarding modality for PV calculation based upon prevailing IEEMA circulars for supply items with applicable indices shall be considered and furnished in the relevant tender. For erection & civil works the practices adopted by other Utilities like PGCIL shall be considered and furnished in the relevant tender.

10. TERMS OF PAYMENT

- 10.1 The Contract Price shall be paid as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the Contract Agreement of Volume-I: 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.
- 10.2 All payments shall be made in Indian Rupees under the Contract.

10.3 The Employer has taken special care to simplify the payment terms and procedure of stage payment/running bill payment of Contractors. The revised procedure aims to ensure periodic assured liquidity to contractors by processing and passing contractors bills in time bound manner

11. SECURITIES

11.1 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.

11.2 Performance Security

11.3 The successful bidder shall furnish to the Employer a Performance Security equivalent to 10% of total contract value (supply & erection) towards successful performance of the contract in terms of conditions of the contract. The Performance Security shall be refunded after successful completion of the entire work & taking over of the project & submission of performance guarantee.

11.4 Validity of Bank Guarantee for Performance Security will be 60 days beyond scheduled completion period of the project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performance guarantee.

11.4.1 The performance security shall cover the following guarantee also, to the Owner.

11.4.2 The successful bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the contract, as per the tender specifications.

11.4.3 The Successful bidder further guarantees that the equipment provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner, fully remedy free of expense to the Owner/ such defects as developed under the normal use of the said equipment within the period of guarantee specified in the tender specifications.

11.4.4 The contract performance guarantee is intended to secure the performance of the entire contract. However, it is not to be construed limiting the damages under performance guarantee Clause and damages stipulated in other Clauses in the tender document.

11.4.5 The performance guarantee will be returned to the Contractor without any interest at the end of the stipulated period mentioned under Clause 34.1.2 above, unless otherwise specified in the tender specifications.

11.4.6 The Bank Guarantee shall be issued from a Nationalized Indian Bank or Scheduled Bank) (and shall become acceptable to the Employer only after verification by a competent authority/ officials.

11.4.7 The successful bidder, after receipt of LOA, shall execute the agreement within 30 days of award of the contract after duly furnishing the 10% bank guarantee. If there is

delay beyond the specified period in submission of contract performance BG, 15 days' notice will be given to the successful bidder and after which the Employer may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/bid guarantee as also detailed under Earnest Money Clause.

11.5 Performance Guarantee

To ensure satisfactory performance of works up to the guarantee period, the contractor shall, after full completion of the work furnish Bank Guarantee of the amount equal to 5% (Five percent) of the value of the order (supply and erection plus civil work). The B.G. of 5% submitted against contract performance guarantee may be adjusted with performance B.G.

- a. In case some items have guarantee period more than that of project, corresponding Performance BG will require to be submitted and the performance BG would be released only after receipt of such BG.
- b. The validity of Bank Guarantee will be 60 days beyond Guarantee/warranty/defect liability period.
- c. On due performance and execution' of the order in all respects, the BG will be returned the contractor without any interest on presentation of "No Demand Certificate."

- 11.6 Failure of the successful Bidder to comply with the requirements of Clause 11.4 and Clause 11.5 of GCC 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.

11.8 Indemnity

- 11.8.1 For the equipment/material to be provided in the Contract, Contractor shall have responsibility to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorisation letter from Employer as per Performa enclosed at Serial No. 9 - 'Form for Indemnity Bond to be executed by the Contractor' of Volume-I: 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 and shall be valid till the scheduled date of Taking Over of the equipment by the Employer.
- 11.8.2 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 Performa for the Trust receipt and Indemnity Bond are enclosed at Serial No. 10 of Volume-I: 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 Performa enclosed under Section VI (Sample Forms and Procedures).

12. TAXES AND DUTIES

- 12.1 The Contractor shall be responsible for payment of all taxes, duties, license fees, cess and other such levies legally payable/incurred until successful completion of the work.

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.

- 12.2 The Contractor shall also 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 it's 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.

- 12.3 Sales tax/VAT, excise duty, local tax and other levies for the Equipment/items under 'direct transaction' including octroi/entry tax as applicable for destination site/state will not be included in the price these amounts will be payable 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.

- 12.4 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.

- 12.5 Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract Agreement should be 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". 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 take into account such change by addition to the Contract price or deduction there from, as the case may be, in accordance with GCC clause 32 (Changes in Laws and Regulations) hereof. 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.

D. INTELLECTUAL PROPERTY

13. COPY RIGHT

13.1 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.

13.2 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.

14. CONFIDENTIAL INFORMATION

14.1 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 Article 14.

14.2 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.

14.3 The obligation of a party under GCC Sub-Clauses 14.1 and 14.2 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.

14.4 The above provisions of this GCC Clause 14 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.

14.5 The provisions of this GCC Clause 14 shall survive termination, for whatever reason, of the Contract.

15. WORK PROGRAM

15.1 Contractor's Organization

The Contractor shall supply to the Employer its proposed organizational chart for efficient, effective, and timely execution of the work. The chart shall include the identity of key personnel together with the curricula vitae of such key personnel to be employed within fifteen (15) days of issue of Letter of Intent (LOI)/ NOA. The Contractor shall promptly inform the Employer and Engineer in Charge in writing of any revision or alteration of such an organization chart.

15.2 Program of Performance

Within twenty-one days of issue of Letter of Intent (LOI)/ NOA the Contractor shall submit to the Project Manager a detailed milestone based 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, test and commissioning of the Facilities. The program so submitted shall be in accordance 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 Engineer In Charge, but without modification in the Times for Completion under and any extension granted in accordance with shall submit all such revisions to the Project Manager.

15.3 Progress Report

- (a) The Contractor shall monitor progress of all the activities specified in the program referred above, and supply a progress report to the Project Manager every month.
- (b) The progress report shall be in a form acceptable to the Project Manager and shall indicate:
 - i. Percentage completion achieved compared with the planned percentage completion / milestone for each activity; and
 - ii. Where any activity is behind the program/milestone, giving comments and likely consequences and stating the corrective action being taken.
- (c) It is understood both by Employer and the Contractor that the Employer is in the process of infusion of technology in monitoring of the project implementation. The said systems are likely to be in place soon. The Contractor agrees to provide necessary timely input for online real time project monitoring system being rolled out by the Employer.

15.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 15.2, or it becomes apparent that it will so fall behind, the Contractor shall 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. If the project manager is not convinced about genuineness of the reason of delay, stage penalty shall be levied in terms of GCC.

15.5 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.

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.

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 15.2 (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.

16.3.2 Within ten (10) 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 thereof and the modifications that the Project Manager proposes.

16.3.3 The Project Manager will not disapprove any document, except on the grounds that the document does not comply with specific provision or specifications of the contract or which makes the programme unreasonable/ lopsided.

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 within seven days. If it is delayed beyond seven days for reason not in control of contractor, it shall be done with prior approval of project manager. The Project Manager approves the document subject to modification(s), within ten days the Contractor shall make the required modification(s). 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. 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 for Arbitration, 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.
- 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.

17. PLANT AND EQUIPMENT

17.1 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 15.2, unless otherwise mutually agreed.
- 17.2.2 The 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 for 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. However, any octroi or toll tax if legally payable by the Contractor shall be reimbursed to him at actuals, subject to production of documentary evidence. 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 Engineer for settling the claims. The Contractor shall be responsible for proper handling and storage of these materials from the time of receipt upto 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 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.

17.3 Transportation

- 17.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment 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 fax, email or special courier dispatch 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.

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

- (a) 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.

- (b) The packing, marking and documentation within and outside the packages 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:

- (a) All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor.
- (b) Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damages, storage, discrepancy etc, for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or in storage and erection of the equipment at Site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.
- (c) 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 Engineer in-charge.
- (d) All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. 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.
- (e) 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.
- (f) All the electrical equipment such as 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 Engineer.
- (g) 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.
- (h) 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.

- (i) All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material wherever applicable.
- (j) If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- (k) 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 Engineer, 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 **Bench Mark:** The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.

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 Labour

- a. The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour 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 labour, 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 endeavours to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.

- d. The Contractor shall, in all dealings with its labour and the labour 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 labour.

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.

18.3 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

a. 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 there under, 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. It shall be responsibility of the Contractor to ascertain existence of or passing or any new statute, policy or regulation in this regards and Employer shall not be responsible in any manner for the same. Lack of knowledge of a particular statute, enactment or policy or regulation, notification or bylaws by the Contractor shall not discharge the Contractor of its obligations in this regard

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.

- b. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

- c. If the Employer is caused to pay under any law as principal Employer such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/Acts/ Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Employer including his amount of performance security for adjusting the aforesaid payment. The Employer 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 Employer.
- d. Notwithstanding the above, the Contractor shall furnish to the Employer 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 Employer. 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 Employer and all other important statues and regulations.

18.3.2 Protection of Environment

- a. 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.
- b. 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 there under, regulations, notifications and bye- laws of the State or Central Government, or local authorities and any other law, bye-law, 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.
- c. Salient features of some of the major laws that are applicable are given below:
 - i. The Water (Prevention and Control of Pollution) Act, 1974 or its latest version, 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.
 - ii. The Air (Prevention and Control of Pollution) Act, 1981 or its latest version, 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.

- iii. The Environment (Protection) Act, 1986 or its latest version, 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.
- d. The Public Liability Insurance Act, 1991 or latest 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

- A. 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.
- B. 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.
- C. 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.

- D. 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.
- E. 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.
- F. 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.
- G. The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor'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.
- H. 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 these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- I. 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.

- J. 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.
- K. 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 ‘
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.
- Q. 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.

- R. 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.
- S. 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.
- T. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons 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.
- U. 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 fire fighting 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.

The Contractor shall follow and comply with all 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 Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

If the Contractor fails in providing safe working environment as per Safety Rules or continues the work even after being instructed to stop work by the Project Manager as provided. 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 shall also apply in addition to compensation mentioned in this Clause.

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 or permanent disablement.	Minimum Rs. 10, 00,000/- per person
b.	Major injuries or accident causing 25% injury or permanent disablement	Rs. 1, 00,000/- per person
c.	Permanent Disablement	Minimum Rs. 10, 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.

- V. If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract 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.
- W. The Contractor shall also submit 'Safety Plan' as per Performa 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 Engineer In-Charge for its approval within 30 days from issue of LoA. 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 Engineer In-Charge.

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 there for. 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

18.7.1 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.

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.
- 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 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 is 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.

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 Sub-Clause 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 Pre-commissioning 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 therelevant 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 Contractor's account.

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.

The provisions of GCC Sub-Clause 29.1 shall apply to the Facilities during the same period.

- a. 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 Pre-commissioning; the Contractor shall proceed without delay in performing all activities and obligations under the Contract.

20.1.3 Commissioning

- a) 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.
- b) Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures specified in the contracts.
- c) The Employer shall, to the extent 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.

- d) 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 shall apply.
- e) 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.

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 72 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 contract 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 fifteen (15) days after receipt of the Contractor's notice, issue an Taking Over Certificate.

20.1.5 Taking Over

- a) 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.
- b) If within fifteen (15) 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.
- c) 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

- a) 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).

- b) 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

- a) 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.
- b) At any time after any of the events set out in GCC Sub-Clause 20.2.1 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.
- c) The Project Manager shall within forty (40) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.
- d) Upon Operational Acceptance, pursuant to GCC Sub-Clause 20.2.2, the Project Manager shall issue to the Contractor a 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.
- e) If within forty (40) 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.

20.2.3 Partial Acceptance

- a) 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.

20.3 **Quantity Variation**

20.3.1 The Employer has taken reasonable care to correctly assess the requirement//quantity in the contract but due to inherent nature of the contract, it is to be noted by the contractors that such requirement/quantity are approximate actual and subject to increase or decrease as the case may be. No claim will be entertained for the decrease in quantity or elimination of items. If it is jointly assessed by the Employer and the Contractor that any major item/component of the work essential for completion is not included in the specification (and is of such nature that has to be necessarily be included separately), then cost of such items shall be negotiated finalised in accordance with GCC Clause 8.5 and 20.3.3. It is nevertheless understood by both Employer and the Contractors that such a provision is enabling in nature and is to be used in only exceptional circumstances in genuine deserving cases of omission from specifications of a major items

20.3.2 The scope of work under this tender/contract shall be generally as bill of quantities and as detailed under Technical Specifications. The Owner reserves the right to increase or decrease the quantities of works/items covered under this contract during its execution without any change in the rates, terms and conditions. There shall be no limit of quantity for the individual items but the total variations in all such items shall be limited to ($\pm 20\%$) plus or minus twenty percent of the contract prices without any change in unit rates, terms and conditions.

Also, the quantities of individual items may exceed LOA quantity as per site requirement within the approved lump-sum award cost. The Contractor shall be responsible for supply and execution of such enhanced quantity for completion of the works after approval of competent authority.

The contractor shall be paid for such finalized quantity at the unit rate indicated in the Letter of Award/Contract.

20.3.3 If any non schedule item is required to be executed, which is not covered in the contract document, the rate of such item will be decided in the following manner which shall be agreeable between Employer and the Contractor:

Items for which rates are not available in the BOQ/Orders:-

i. Items covered under Civil Works:-

- (a) Prevailing rate of SOR of RCD/BCD of GOB shall be adopted. However, if the rates are available in SOR of both RCD & BCD, in that case, lowest rate shall be adopted.
- (b) If the rates are not available in the SOR of RCD/BCD of GOB, in that case rate available in CPWD shall be adopted.
- (c) If the rates are not available in the SOR of RCD/BCD of GOB & CPWD, in that case rate will be judiciously decided after proper rate analysis based upon the prevailing market rate of such items, latest orders of BSPTCL/ Other Govt. Utilities and mutually agreeable between Employer and the Contractor.

ii. Items not covered under Civil Works:-

(a) Rate of such items will be judiciously decided after proper rate analysis based upon the prevailing market rate of such items, latest orders of BSPTCL/ Other Govt. Utilities and mutually agreeable between Employer and the Contractor.

20.4 Electrical Inspector inspection:

After successful completion of the work permission from State Electrical Inspectorate may be required. Necessary fee etc. shall be paid by the Contractor. However if Contractor pays such fee, it shall be reimbursed on actual basis on documentary evidence. Defects / in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication to Owner.

E. GUARANTEES AND LIABILITIES

21. SUBMISSION OF PERFORMANCE SECURITY

a) As soon as the LOI/NOA is issued, successful bidder shall submit required Performance Security equivalent to 10% of the Contract value within the prescribed period (within 28 days of the issue of LOI/NOA) in the form of Bank Guarantee/Demand Draft.

The Bank Guarantee/Demand Draft shall be issued from a Nationalised Indian Bank / Scheduled Bank as detailed under specification only and shall become acceptable to the BSPTCL only after verification by a competent official of the BSPTCL. The Bank guarantee shall be in the approved format of BSPTCL.

b) In case the Contractor has quoted its tendered cost below ten percent (10%) or more upto 25% of the estimated cost of the Employer, in that case an additional Performance Security to the tune of 10% of the differential cost shall be given extra.

However, this clause will not be applicable for the tenders having estimated cost upto Rs. 15.00 Crs.

c) Notice will be issued to the successful bidder in case Performance Security is not submitted within 28 day of the issue of LOI/NOA. At the same time, EMD submitted by it shall be kept valid till the date of the signing of the agreement. In the case of failure of the signing of the agreement within the stipulated time frame of 30 days EMD is liable to be forfeited.

d) In any situation time to submit Performance Security will not be extended beyond one week that too with approval of competent authority.

e) Upon receipt of Performance Security from the successful bidder, the same shall be checked by the Accounts wing of Employer for conformity to the specified format, validity, amount and acceptability etc.

f) Also if found in order the accounts wing will get the genuineness of the Performance Security authenticated from the issuing bank.

g) Normally, change in the specified Performance Security format will not be permitted.

However, minor changes/ variations, which do not affect intent and spirit or which are necessitated due to any specific need of a particular contract, may be accepted after approval of competent authority of an Employer

h) Performance Security from a bank other than scheduled bank shall not be accepted.

22. RELEASE OF INITIAL ADVANCE TO CONTRACTOR

- a) For release of initial advance if provided in the contract, the Contractor shall be required to complete the following formalities:
 - i. Contract Agreement has been signed
 - ii. Submission of Performance Security in the form of BG or otherwise as applicable;
 - iii. Finalization of PERT chart for contract execution of the contract only in case of turnkey contracts;
 - iv. Setting up of site office where so provided in the contract; and
 - v. Submission of BG for 110% amount of the initial advance from the bank for the validity as per the provisions of the contract.
- b) Submission of request for payment of advance containing relevant documents including BG.
- c) The Employer satisfying itself about the genuineness of the BG.
- d) Payment of advance shall be released as per the conditions of contract after completing all necessary formalities including acceptance of BGs, deduction of TDS and other statutory deduction

SPECIAL NOTE: SAFE GUARDS IN CASE OF BANK GUARANTEE (BGs)

During life cycle of a Contract, on numerous occasions Bank Guarantee (BG) plays an important role including as EMD, SPG, SD and for release of Mobilization and other Advances. It has been general experience of numerous organizations involved in contracting that on many a times Agencies submit forged/fake BGs and the system of verifying the genuineness /authenticity of BG at the time of submission is often faulty.

It is against this background that that this GCC prescribes following procedure:-

- a) Copy of the prescribed format on which BGs are accepted from Bidders form part of every tender document and original BGs submitted by Bidders shall be verified verbatim with the format.
- b) It shall be insisted upon contractors, that BGs to be submitted by them at every stage, should be sent to the Employer ,directly from the issuing branch of the bank under Registered Post (A.D)
- c) In the exceptional cases where such BGs are received directly through the contractors, the issuing branch of the Bank shall be requested to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the Employer with a covering letter from bank requesting the company to compare with the original Bank Guarantee received from their customer (the Contractor) and confirm that it is in order
- d) As an additional measure of abundant precaution, all BGs shall be independently

verified by Employer BGs shall be accepted only after careful scrutiny and verification of genuineness after scrupulously following the above mentioned procedure.

23. COMPLETION TIME GUARANTEE

23.1 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 or within such extended time to which the Contractor shall be entitled under GCC.

23.2 Liquidated Damages / Stage Penalty

- a) All contracts shall provide for a clause on LD for delay in supply or completion of work by the supplier/contractor/vendors. The amount of LD shall be equal to half percent (0.5%) per week of delay subject to a maximum of ten percent (10%) of the value of the contract. However, in case of supplies with milestone based delivery schedule and payment terms, the LD shall be calculated on the unexecuted portion of the supply.
- b) Provision will be included for performance incentive to be paid to contractors for completion of works as specified in the contract prior to the scheduled completion in case of Turnkey contracts. Maximum incentive will be limited to 4% of the original contract value as per clause 23.3 below. For the purpose of incentive, the work must be completed in all respect at least one month prior to scheduled completion date.
- c) Provision may also be made for recovery of LD from other Employer or with other subsidiaries of BSPHCL with approval from Competent Authority.

23.3 Early Completion Bonus/ Incentive

In case the contractor completes the contract at least two months ahead of the completion period, the contractor shall be entitled to be paid an early completion bonus to a maximum of 4% of the contract price **excluding GST**. The incentive shall be calculated originally at the rate of 0.5% per week.

However, No early completion bonus/ incentive shall be paid to the contractors in case of Time Extension given to the contractor based on either reasons attributable to the Employer or Contractor.

A. 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 7-day time. Depending on requirement, inspection shall be witnessed by representatives of Employer.

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, 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.

2nd such situation at same manufacturer/supplier may result minimum Rs 1, 00,000/- penalty and rejection of name of manufacturer from list of approved vendors/sub-vendors.

24. DEFECT LIABILITY

24.1 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.

24.1.1 The Defect Liability Period shall be twelve (12) months from the date of Taking Over or as given by manufacturer whichever is higher.

24.2 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 remedy of the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect. All such cost involved will be borne by the Contractor.

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

- a. Any materials that are supplied by the Employer 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.

24.4 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.

24.5 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 24. 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.

24.6 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.

- 24.7 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 money due the Contractor or claimed under the Performance Security.
- 24.8 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 specified in GCC from the time of such replacement/repair of the facilities or any part thereof.
- 24.8.1 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 Five (5) 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 24, but later.

25. FUNCTIONAL GUARANTEES

- 25.1 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.
- 25.2 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 and recover the payments already made to the Contractor.

26. EQUIPMENT PERFORMANCE GUARANTEES

- 26.1 The Contractor guarantees that the Equipments, named in the SCC, shall attain the rating and performance requirements specified in the Contract Agreement, subject to

and upon the conditions therein specified.

- a) If the guarantees specified in Contract Agreement are not established, then the Employer shall reject the equipment.

26.2 If the Employer reject 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.

27. PATENT INDEMNITY

27.1 The Contractor shall, subject to the 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.

27.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 27.1, 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 fifteen (15) 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 at the cost of contractor.

27.3 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.

F. RISK DISTRIBUTION

28. TRANSFER OF OWNERSHIP

- 28.1 Ownership of the Plant and Equipment (including spare parts), 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.
- 28.2 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 28.3 Ownership of any Plant and Equipment in excess (only for the items where the quantities has been furnished by the Contractor) 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.
- 28.4 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 until Completion of the Facilities and Taking Over by the Employer.

29. CARE OF FACILITIES

- 29.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Taking Over Certificate issued by the Employer 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 this GCC.

30. LOSS OF OR DAMAGE TO PROPERTY; ACCIDENT OR INJURY TO WORKERS; INDEMNIFICATION

- 30.1 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.

- 30.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC, 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 fifteen (15) 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 at contractor's cost. Unless the Contractor has so failed to notify the Employer within the fifteen (15) days period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

31. INSURANCE

31.1 Insurance Requirements

Before commencing execution of Works, it shall be obligatory for the Contractor to obtain at his own cost stipulated insurance cover under the following requirements:

- a) Contractor's All Risk and Third Party Cover
- b) Liability under the Workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour (Regulation and Abolition) Act, 1970. and other applicable statutes
- c) Accidents to staff, Engineers, Supervisors and others who are not governed by Workmen's Compensation Act.
- d) Damage to Material, machinery and Works due to transit, fire, theft etc.
- e) Any other risk may be specified in the Special Conditions of Contract.
- f) Any other insurance asked for by the Employer during execution of the Contract

The contractor shall be solely responsible for compliance of the above provisions.

31.2 Policy In Joint Names Of Contractor And Employer

The policies shall be obtained in the joint names of the Contractor and the Employer and shall inter-alia provide coverage against the following, arising out of or in connection with execution of Works, their maintenance and performance of the Contract.

- a) Loss of life or injury involving public, employee of the Contractor, or that of Employer and Engineer, labour etc.

- b) Injury, loss or damages to the Works or property belonging to public, Government bodies, local authorities, utility organisations, Contractors, Employer or others.

31.3 Currency of Policy

The policies shall remain in force throughout the period of execution of the Works and till the expiry of the Defects Liability Period. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies or any other insurance he might be required to effect under the Contract, then, the Employer may effect and keep in force any such insurance or further insurance and the cost and expenses incurred by him in this regard shall be deductible from payments due to the Contractor or from the Contractor's Performance Security.

32. CHANGE IN LAWS AND REGULATIONS

- 32.1 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.

Where the word Sales Tax, Sale Vat, Local Taxes etc. have been used, which have been subsumed under GST, the provision of GST shall prevail in totality. Further, the bidder must be GST compliant. However, this will be subject to adoption by the Govt. of Bihar.

33. FORCE MAJEURE

- 33.1 "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,
- 33.2 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.

- 33.3 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.
- 33.4 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.

G. CHANGE IN CONTRACT ELEMENTS

34. CHANGE IN THE FACILITIES

34.1 Introducing a Change

- 34.1.1 The Employer shall have the right to propose, and 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.
- 34.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer 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.
- 34.1.3 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.
- 34.1.4 The procedure on how to proceed with and execute Changes is specified below.

34.2 Changes Originating from Employer

- 34.2.1 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.
- 34.2.2 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.

34.3 Changes Originating from Contractor

34.3.1 If the Contractor proposes a Change, 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
- b. Effect on Completion Time
- c. Estimated cost of the Change where admissible.
- 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 for changes outlined above. 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.

35. 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 package, 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 Engineer.

36. TIME EXTENSION AND LIQUIDATED DAMAGES (LD)

- a) Time is the essence of contracts. But despite best efforts there will be occasion of delay in contract execution either on account of the Contractor or on account of the Employer. In case of the later suitable time extension shall be granted without imposing Liquidated Damage. In case delay is on account of Contractor time extension on the contract shall be only with applicable LD.
- b) While extending time for completion of the contract, a decision on imposition/waiver of LD, fully or partly, on account of delay of Employer will be taken dully recording full facts of case. Since reasons for delay are generally diverse, the issue of time extension with imposition/waiver of LD shall be dealt with meticulously duly considering all relevant aspects. The relevant aspects to be considered include the reasons for delay, the period of delay attributable to either parties and the loss or damages, if any, suffered by the Employer.
- c) In normal course, the proposal for time extension with or without LD shall be initiated upon receipt of request from the concerned Contractor. It shall be ensured that extension of time invariably is granted within the contract validity period.
- d) For imposition of LD, the loss/damages suffered by the Employer due to delays by the Contractor are the basic criteria. The fundamental principle underlying the theory of damages is not punishment but compensation, against damage.
- e) The recovery towards compensation under the clauses specified in the contracts shall take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the contract and reasons for delay are attributable to the Contractor but the Employer has not suffered any loss specifically due to delay in performance of the contract, in that case a nominal LD upto 10% of the contract value will be deducted as LD.
- f) In contracts awarded, delay in performance of the contract may be on account of one or more of the following:
 - i. Reasons attributable to the Employer viz., delay in providing land, delay in providing Government approvals including but not limited to Railways,

Highways and Forest clearances, non-approval or delayed approval of drawings etc. for reasons not attributable to Contractor, delay in issue of Employer supplied items and/or fulfilment of other obligations as per contract by Employer.

- ii. Reasons attributable to “Force Majeure”
 - iii. Reasons attributable to the supplier Contractor viz., delay in mobilization, submission of drawings, finalization of Sub-vendors, non-execution of contract as per the approved BAR/PERT chart network supply of items and non-fulfilment of other obligations of the Contractor under the contract, etc.
- g) The proposal for time extension and decision on LD shall, accordingly, contain a detailed analysis indicating reasons & period of delay on each account, along with documentary and pictorial (if applicable) evidence. Based on facts of the case and the analysis, the period of delay due to ‘Force Majeure’ and for reasons attributable to the Employer shall be identified.
- h) The idea of the exercise is to find out the net delay, attributable to the Contractor. But in most of the case, all the three (3) types of delay mentioned above are so much intermingled, with one running concurrently with another, it becomes extremely difficult to directly identify the delay attributable to the Contractor. Therefore a practicable approach for working out the net delay attributable to the Contractor, as described below, shall be adopted:
- i. Total delay in number of days in contract completion = A
 - ii. Cumulative period of delay on account of “Force Majeure” = B
 - iii. Cumulative period of delay on account of the Employer = C
 - iv. Cumulative period of delay on account of “Force Majeure” and the Employer = B+C
 - v. Net period of delay attributable to the Contractor, $Z = A - (B+C)$

Related records shall be maintained by Offices of the Project Manager/Engineer In-Charge.

- i) While calculating the period of delay, attributable to Employer and Force Majeure, all efforts shall be made to objectively analyse whether a delay in a particular activity has really contributed in extending the contract completion. This is important because a number of activities of a contract undergoing delay may not impact on overall delay as subsequent site activities are not entirely dependent upon them. Such delays, not directly contributing in extension of completion period, will be ignored. Also in situation where it is not possible to objectively determine impact of some of delays in intermediate activities, a practical view shall be taken and a judicious assessment of overall impact shall be made using normal prudence.
- j) In case the period Z, arrived as above, is not positive i.e. delay is not on account of agency then, the time extension, till the actual completion of the project, shall be allowed without any LD. In case the period Z, is positive, action will be taken

as described hereunder.

- k) In cases where Contractor is responsible for delay, the time extension, till the actual completion of the supply/works/service shall be allowed with imposition of LD @ 0.5 % for every week subject to a maximum of 10% of the Contract Value.
Alternatively, appropriate situations penal action including termination of the contract, retendering and award of the balance work at RISK AND COST of the original agency may be undertaken. It is clarified that the original Contractor will not be allowed to participate in the risk tender.
- l) Once a time extension is granted, the completion period for purposes of extension of validity of BGs/securities shall be determined by the extended period of completion
- m) In cases where, because of initial delay due to problems in land acquisition or in grant of Right of Way or other local problems or any other valid reasons not attributable to the Contractor, the commencement of work by the Contractor is delayed and consequently contractual completion period needs to be extended, there will be no objection to grant extension to the completion period in the initial stage itself.

Note:

No early completion bonus/ incentive shall be paid to the contractors in case of Time Extension given to the contractor based on either reasons attributable to the Employer or Contractor.

36.1 PROVISIONAL TIME EXTENSION

In cases where contract period is completed but works are not completed (and the agency are not demobilized) need to execute the works with accelerated speed is felt essential. In such cases, the following procedure may be adopted:

- a) On specific request of turnkey contractor, a “**Provisional Time Extension**” shall be granted up to a reasonably assessed completion period by BSPTCL without taking a decision on levy of LD or waive it off or to impose partial LD. Hence, no stage penalty shall be deducted at this juncture.
- b) Once entire project is completed, “**Final Time Extension**” with or without time extension shall formally be approved by an authority of BSPTCL who had earlier accorded approval for award of the contract/ SPC. While according final time extension on completion of project, detailed analysis shall be performed to establish reason(s) for delay attributed to turnkey contractor, to BSPTCL, to both BSPTCL and turnkey contractor or to neither BSPTCL nor turnkey contractor. Depending on merit of the case, BSPTCL shall take a decision on final time extension of the project with levy of full LD, part LD or waiver of LD.

- c) Provisional time extension shall be granted for the purpose of keeping the contractor live and it is given without prejudice to BSPTCL's right to levy LD at the time of **Final Time Extension**. A draft letter to grant Provisional Time Extension is enclosed with this document as FORM 24.
- d) **Provisional Time Extension** is purely an administrative decision while **Final Time Extension** with or without LD is contractual decision keeping all aspect in view as above.

37. SUSPENSION

37.1 The Employer may 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 there for. 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 34, 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 34 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 38.1.

37.2 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 37, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 35.1.

37.3 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.

38. TERMINATION

38.1 Termination in National Interest / Other Exceptional reason for Employer's

Convenience

- 38.1.1 The Employer may at any time terminate the Contract for extenuating reason by giving the Contractor a one month notice of termination that refers to this GCC Sub- Clause 38.1. It is expressly understood by both Employer and the Contractor that this Clause is an enabling condition to be used by the Employer in the exceptional circumstances and resort to such a means of termination shall not be resorted to in ordinary course of business unless Employer has compulsion to terminate the agreement for Convenience.
- 38.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 38.1.1, the Contractor shall 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 Sub-Clause 38.1.3, 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.
- 38.1.3 In the event of termination of the Contract under GCC Sub-Clause 38.1.1, 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 38.1.2

- 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.

38.2 Termination for Contractor's Default

38.2.1 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 therefore to the Contractor, referring to this GCC Sub-Clause 32.2:

- 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 this GCC.
- 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 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

- i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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

- ii. Acts intended to materially impede the exercise of the Employer's inspection and audit rights.

In persuasions 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.

38.2.2 If the Contractor

- Has abandoned or repudiated the Contract or shown the inclination to repudiate the contract
- Has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 37.2) the progress of Contract performance for more than twenty- eight (28) days after receiving a written instruction from the Employer to proceed
- 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
- Refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished 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.
- Clause 38.2.1 and 38.2.2 shall attract termination of the contract for contractors' default

38.2.3 Procedure for Contract Termination

- a) In case the Contractor is falling behind in its responsibility to progress with a contract or part thereof as per agreed PERT chart/work schedule/supply delivery schedule, the Engineer in charge, immediately on noticing such slippage, shall send detailed communication to the Contractor to expedite the Contract as prescribed in Clause 36.2.2 above
- b) In case the Contractor persistently fails to expedite the contract despite foregoing, it shall be considered sufficient default, for initiating Termination procedure in terms of default clauses of General Conditions of Contract.
- c) To initiate the termination process, Contractor shall be given a final fifteen days' notice to make good the Default. In case it fails to remedy the Default and expedite the delivery on contract during the period to the satisfaction of Engineer in Charge, then

a seven day final notice for intention to terminate the Contract shall be issued to the Contractor.

- d) In such of fresh presentation by Contractor, if the Engineer in charge is convinced of Contractor's intent and capability to make good the lost time, the seven day notice may be withdrawn.
- e) In case, the Contract fails to remedy the Default even in the seven day notice period, then the Contract shall be terminated after giving a final 48 hours' notice to Contractor to wind up and clear the site free of all encumbrances.
- f) On or before Termination, the Employer shall encash Contract Performance Guarantee and Security Deposit. Further in case due to Default of the Agency, if BSPTCL has suffered financial losses, such Termination of Contract shall be at Risk and Cost of the Contractor.
- g) Such termination shall invariably at the Risk and Cost of the Agency.

38.2.4 Upon receipt of the notice of termination under GCC Sub-Clauses 38.2.1 or 38.2.3, 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. 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.

38.2.5 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party at the risk and cost of contractor.

38.2.6 Risk and Cost Tender

- a. Upon termination of the Contract at the Risk and Cost of the Contractor the first step will be to ensure joint measurement of the completed portion of the work during the final 48 Hours' notice period.
- b. In case the Contractor does not co-operate in measurement, the Employer shall undertake Ex Parte measurement or joint measurement along with PMC if one exists.
- c. The Employer shall be free to complete the left over portion of the work either on its own or through engagement of another Contractor at the Risk and Cost of the original Contractor.

- d. In the Tender to finalize another Contractor the original contractor shall not be allowed to participate in the Tender.
- e. The Employer shall be free to recover the extra cost incurred on completion of the balance work either through forfeiting SPG and SD and in case the same is found to be insufficient from other works of the Contractor under Employer or with any other subsidiary of BSPHCL or even from the other contracts of the Contractor with any department of the state Government.

39. ASSIGNMENT

- 39.1 The Contractor shall not without the express prior written consent of the Employer, assign full or part of this contract to any third party.

H. RESOLUTION OF DISPUTES

40. SETTLEMENT OF DISPUTES

- 40.1 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.
- 40.2 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.
 - 40.2.1 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.
 - 40.2.2 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.
 - 40.2.3 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.

41. ARBITRATION

- 41.1 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:

- 41.2 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, 1996 as amended from time to time. For this purpose a panel of five arbitrators shall be provided by Managing Director of the Employer from which Employer and Contractor will choose one each and the third Arbitrator shall be chosen by two Arbitrators from the same list. 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.
- 41.3 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 Patna.
- 41.4 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.
- 41.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

42. UP-FRONT INTIMATION OF APPROVED MANUFACTURERS AND CRITERION FOR FRESH VENDOR APPROVAL:

- 42.1 Employer shall up-front intimate list containing name of already approved vendors/manufacturers of various materials and equipments. Employer shall up-load the list on their web portal. Turnkey contractor shall choose one or more than one vendors from the pre-approved lists depending upon capacity and capability of vendors to supply materials or equipments. No separate approval for vendor shall be required from Employer.
- 42.2 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 as below:

The vendor shall be approved by the competent authority of the BSPTCL from the approved list of vendors from leading Central & State Power Utilities. This shall be subject to scrutiny of the updated performance report of the Vendors. The offered equipment/material shall conform to type test conducted within 5 years as on the date of bid opening at CPRI /NTH/ ERDA or other Government Laboratory of repute.

43. UP-FRONT INTIMATION OF GUARANTEED TECHNICAL PARTICULARS:

- 43.1 Technical Specifications are enclosed with the bid documents. Employer shall up-front intimate acceptable Guaranteed Technical Particulars of various materials through their web portal.
- 43.2 Turnkey contractor shall 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, subsequently Agency has to submit the proposed GTP & Drawings along with valid type test reports and credentials for project specific approval.
- 43.3 In event of change in name of vendor or change in GTP parameter, separate approval of Employer shall be sought by successful turnkey contractor.

44. TURNKEY CONTRACTOR'S STORE AT PROJECT SITE:

- 44.1 "Project wise separate Site Stores shall be maintained and manned by turnkey contractor. Same store shall not be used for more than one project even if neighbouring projects are awarded to the same agency. The turnkey contractor shall deploy his own manpower in stores for round the clock security and for its day to day operation through trained Store-keeper.

45. REPORTS AND PHOTOGRAPHS

- 45.1 During the various stages of work progress, the contractor shall at its own cost submit computer generated periodic progress reports/ MIS reports as may be reasonably required by the Engineer-in-Charge with such materials as charts, networks, photographs and video films containing dates, test certificates etc. Such reports shall be in format and size as may be required by Engineer-in-Charge and shall be submitted in at least three copies, or as required.

Report for assets capitalization shall also be submitted in appropriate format to be decided in consent with the Engineer-in-Charge.

46. CLOSURE OF PROJECTS

- 46.1 Closure proposal will be prepared by the contractor after completion of the project as per terms and conditions of the Contract. Details of supplied materials & works executed as per the contract will be prepared by the Contractor and reconciled with the Engineer to his satisfaction.

47. LEFT OVER BALANCE MATERIALS

47.1 During closure, the unused left over materials will be taken back by the contractor. The unused materials will be lifted from the site on their own cost by the contractor. This shall also be covered by the terms and conditions mentioned/described under the various clauses of Tender Specifications.

48. RECONCILIATION OF ACCOUNTS

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

49. CONSTRUCTION OF THE CONTRACT

49.1 Notwithstanding anything stated elsewhere in the bid documents, the contract to be entered into will be treated as a divisible Supply and Erection Contract Award shall be placed on the successful Bidder as follows:

I. First Contract: For supply of all equipment and materials including mandatory spares.

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", Type Tests to be conducted (whether in India or abroad), Training to be imparted (whether in India or abroad) and any other services as specified in the Contract Documents.

Both these contract will contain interlinking cross fall breach Clause specifying that breach of one contract will constitute breach of the other contract.

50. RIGHT OF EMPLOYER

50.1 The Employer reserves the right to accept or reject part or whole of any or the entire tender without assigning any reason.

50.2 The Employer reserves the right to cancel whole or part of the awarded contract without assigning any reason of those firms which are found defaulters of delayed work.

51. DEBARMENT FROM FUTURE TENDERS:-

51.1 In the event of non-completion of 80 % of any mile stone during contract period for any reason other than those attributable to Employer and Force Majeure, then the Employer may debar the contractor to participate in the future tenders of BSPHCL and its subsidiary companies till whole project is completed by the contractor.

52. IMPORTANT NOTES:-

52.1 In case the GCC and SCC are not in line with the Applicable Law, all such terms and conditions shall be modified to bring it in line with the Applicable Law.

52.2 In case of Change in Law, the agreement shall be amended to bring it in line with the revised law/regulations.

52.5 Applicable Technical Standards & Specification are separate.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION V:

SPECIAL CONDITIONS OF CONTRACT (SCC)

Similar to the Clauses in the Bid Data Sheet in Section III, the Clauses in this Section V are intended to help the Employer to provide contract-specific information in relation to corresponding Clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Employer and the facilities installed and to be supplied and installed. In preparing Section V, for tenders the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific contract, must also be incorporated

It shall be ensured that all standard items are part of GCC and not SCC. Special condition of Contract shall include only those specific clauses which have special relevance to a particular contract. Every SCC clause shall be linked and narrated in a tabular form with reference to a specific Article/ Clause/ Sub-clause of GCC to which it corresponds too.

In case of a conflict between Article/ clause / Sub-clause of GCC and SCC, the one pertaining to SCC shall prevail.

SECTION - VI

SAMPLE FORMS AND PROCEDURES (FORMS)

<u>Appendix No</u>	<u>Appendix</u>
Appendix 1	Term 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

SECTION VI:
SAMPLE FORMS AND PROCEDURES (FORMS)

1. PREAMBLE

This Section (Section -VI) of the Bidding Documents [Sample Forms and Procedures (FORMS)] provides Performa 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. 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.

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see Volume - III.

1.2 Price Schedule

Please see Volume - III

2. BID SECURITY FORMS

(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: Accounts Officer

Bihar State Power Transmission Company Ltd.

Vidyut Bhawan , Bailey Road, Patna

(insert Name and Address of Employer)

WHEREAS M/s. (Insert name of Bidder)..... having its Registered/Head Office at (Insert address of the Bidder) (hereinafter called "the Bidder") has submitted its Bid for the performance of the Contract for.....(insert name of the Package).....under.....(insert Specification No)..... (Hereinafter called "the Bid"

KNOW ALL PERSONS by these 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 of20.... 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). 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
- (3). in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - i. To sign the Contract Agreement,
 - ii. To furnish the required performance security,
 - iii. 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, on the same working day, without referring the matter back to the Bidder for what so reason it may be

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.

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

3. (FORM 3 A) FOR 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 Package) ;
Specification No.

As per the terms of the said guarantee, the bank has guaranteed and undertaken to pay
immediately on demand by the Employer the amount of without any
reservation, protest, demur and recourse. Further, any demand made by the Employer shall
be conclusive and binding on the Bank irrespective of any dispute or difference raised by
the Bidder.

In terms of the said guarantee, we hereby submit our claim/demand through this letter for
remittance of Bid Security 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,

Copy to:

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

For

Designated office of the Employer ,

EMPLOYER as the case may be

Vidyut Bhawan, Bailey Road, Patna

(Name of the Employer) (AUTHORISED SIGNATORY)

3b. (For 3 B) 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 Package) ; Specification No.

We, (insert name of the Employer) do hereby request you to lodge our claim/demand against the subject Bank Guarantee for full guaranteed sum. Kindly note that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No. dated extending its validity upto is not got arranged by(insert name of the Bidder) in our favour and are not received by us upto In such an event you are requested to remit the full guaranteed amount in terms of the subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favour of 'Sr. Manager (F&A), EMPLOYER, Patna (insert name of the Employer), payable at Patna (insert place of the Employer)....'.

This is without prejudice to our right under this guarantee and under the law. Thanking you,

For

Designated office of the Employer,

EMPLOYER as the case may be

Vidyut Bhawan, Bailey Road, Patna

(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 4) FOR 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 Package) 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 package issued to you vide our letter Ref. No. dated, comprising the following:

- a) Conditions of Contract Volume-I (Document Code No.)
- b) Technical Specifications Volume-II (Document Code No.)
- c) Bid Form, Price Schedules Volume-III & Technical Data Sheets (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 package 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 Package along with name of the Project), as detailed in the documents referred hereinabove.

The scope of work inter-alia includes the following: (Indicate brief Scope of Work) The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (Insert name of Package along with name of the Project, unless otherwise specifically excluded in the Bidding Documents or in this NOA.

2.1.1 You, the Lead Partner of the JV, along with M/s., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. (This provision shall be included only in case the Bidder is a Joint Venture)

2.2 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 package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV (use as applicable) that any default or breach under the ‘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:

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

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (Specify the value) i.e. equal to 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 Package along with name of the Project) shall be ... (indicate the completion schedule) months from the date of issue of this Notification of Award for all contractual purposes.

8.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award

9.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

10.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action
Yours faithfully,

For and on behalf of
(Name of the Employer.
(Authorised Signatory)

Enclosures:

APPENDIX (NOA) - 1- Record Notes of **Post - Bid Discussions** held on various dates
from to

5. (4B) FORM FOR NOTIFICATION OF AWARD OF CONTRACT FOR INSTALLATION OF PLANT & 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 Package) 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 package issued to you vide our letter Ref. No. dated, comprising the following:

- a) Conditions of Contract Volume-I (Document Code No.)
- b) Technical Specifications Volume-II (Document Code No.)
- c) Bid Form, Price Schedules Volume-III & Technical Data Sheets (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 package 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 ‘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 Package along with name of the Project)....

The scope of work under this Notification of Award (NOA) shall also include all such items which are not specifically mentioned in the Bidding Documents and/or your bid but are necessary for the successful completion of your scope under the Contract for the construction of (insert name of Package along with name of the Project), unless otherwise specifically excluded in the Bidding Documents or in this NOA

2.1.1 You, the Lead Partner of the JV, along with M/s., the Other Partner of JV, shall be liable jointly and severally for the execution of the Contract in accordance with terms and conditions of the Contract. As per the Power of Attorney furnished in your favour by the Joint Venture, as enclosed with Bid Proposal of the JV, you shall act as the Partner In-charge (Lead Partner) of the above Joint Venture for execution of the Contract. (This provision shall be included only in case the Bidder is a Joint Venture)

2.2 The notification for award of Contract for 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 package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV (use as applicable) that any default or breach under the ‘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

S.No.	Price Component	Amount
1.	Local Transportation, Insurance and other Incidental	
2.	Installation Services	
3.	Training Charges	Not Applicable
Total for Ex-works Supply Contract		

3.2 Notwithstanding the break-up of the Contract Price, the Contract shall, at all times, be construed as a single source responsibility Contract and any breach in any part of the Contract shall be treated as a breach of the entire Contract.

4.0 You/the JV(use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of (Specify the value) i.e. equal to 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 Package along with name of the Project) shall be ... (indicate the completion schedule) months from the date of issue of this Notification of Award for all contractual purposes.

7.0 This Notification of Award constitutes formation of the Contract and comes into force with effect from the date of issuance of this Notification of Award.

8.0 You shall enter into a Contract Agreement with us within twenty-eight (28) days from the date of this Notification of Award.

9.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including the enclosed Appendix as a token of your acknowledgement.

Please take the necessary action to commence the work and confirm action. Yours faithfully,

For and on behalf of

..... (Name of the Employer)

..... (Authorised Signatory)

Enclosures:

APPENDIX (NOA) - 1- Record Notes of Post - Bid Discussions held on various dates from to

Note: (1) Instructions indicated in italics in this notification of award are to be taken care of by the issuing authority. The Forms may be modified appropriately to suit the specific requirement of the Contract.

6. **(FORMS 5) FORM OF CONTRACT AGREEMENT**

[Alternative - a]

EX-WORKS 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 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 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 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 Ex-works supply of all equipment and materials including Type Testing to be conducted inter-alia including (Indicate brief scope of work) for the complete execution of the (insert name of Package 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 3.3)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. 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. VOLUME - I: Condition of contract (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. 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

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.

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:

S.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)

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 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 package which includes performance of all the services interalia including (Indicate brief scope of work).... for the complete execution of the (Insert name of Package along with 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

7. **(FORM 6) 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 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 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 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 Package 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 3.3)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
VOLUME - A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. 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. VOLUME - I: Condition of contract (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

VOLUME - C

4. Bid Submitted by the Contractor.

(Only relevant extracts are attached herewith for easy reference. Should the circumstances warrant, the original Bid along with the enclosures thereof, shall be referred to.).

1.2 Order of Precedence (Reference GCC Clause 3.3)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Clause 3.3 (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:

S.No.	Price Component	Amount
1.	Local Transportation, Insurance and other Incidental	
2.	Installation Services	

3.	Training Charges (if required)	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 Ex-Works Supply Contract (hereinafter referred to as the “First Contract”) for the subject package 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 Package along with 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

..... Title

in the presence of

..... Signature

..... Title

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).

8. APPENDIX-1: PAYMENT TERM

Payment to the contractor for the performance of the contract will be made by the Senior Manager Finance and Accounts of the EMPLOYER as per the conditions specified here under. The final payment shall be made on completion of all the works and fulfilment by the contractor of all his liabilities and responsibilities under the contract. The bidder is required to submit measurement sheet and bills for the work done as per the actual work done following new procedure order. Proper item wise account of material supply, erection and asset created has to be maintained by the contractor which will be verified by Engineer in charge from time to time

Payment Terms applicable to Turnkey Contracts:

A. PAYMENT OF THE WORK

A. 1: Supply Price Component:

(i) Advance Payment (Optional):

Interest bearing mobilization advance @15% of the contract value of ex-works component of supply portion excluding GST shall be paid after contract agreement is signed against submission of an irrevocable Bank Guarantee of 110% of the value of mobilization advance issued by any Nationalized Bank or Scheduled Bank (Volume-I, Section-III, Annexure-I) to the satisfaction of EMPLOYER. The Bank Guarantee shall be valid upto scheduled completion period which will be extended till recovery of entire advance amount.

The interest rate on advance payment shall be RBI's Base Rate prevailing on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment.

The advance shall be deducted on pro-rata basis from the running bills of the contractor. At a later stage, if the contractor deposits revised irrevocable B.G. corresponding to balance mobilization advance, the same shall be accepted and the original/previous B.G. shall be released. On adjustment of complete amount of mobilization advance from the bills, the B.G. submitted against advance payment will be released.

The mobilization advance will be paid to the Contractor in two instalments of 7.5% each. The first instalment of 7.5% shall be released on presentation of the following documents:

- 1) Contractor's Request Letter for Mobilization Advance along with the invoice
- 2) Execution of the agreement by the Contractor
- 3) Submission of Irrevocable Bank Guarantee as above
- 4) Detailed PERT Network/Bar chart and its approval by the Employer

The second instalment of 7.5% shall be released on presentation of contractor invoice and satisfactory utilization certificate of first advance instalment.

This payment is an optional payment.

(ii) Interim Payment:

(a) An interim payment of 75% (Seventy five percent)** of the price components of supply portion **including 100% GST** shall be made on the basis of actual supply made as per the bill (separate bill for each work) duly verified and admitted by the concerned A.E.E./A.Ex.E, duly signed by Work-in-Charge (i.e. concerned Electrical Executive Engineer) and countersigned by the concerned Engineer-in-Charge (i.e. concerned Electrical Superintending Engineer) or Officer Authorized by EMPLOYER after deduction/adjustment of the Mobilization advance on pro-rata basis and also on submission of documents indicated herein under subject to the conditions laid down in under noted sub-Para:-

- Certification of receipt of material at site by the Engineer of the Owner.
- Contractor's detailed invoice & packing list identifying contents of each shipment.
- Insurance policy/certificate
- Manufacturer's/Contractor's guarantee certificate of Quality.
- Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer's representative and the Contractor's factory inspection report.
- Test certificate

**** However, if the estimated cost of the tender is upto Rs. 15.00 Crs. (Rupees Fifteen Crores), then the above payment shall be 85% in place of 75%.**

(b) Further, payment for next 15% (fifteen percent)** of supply portion for a particular item **excluding GST** shall be released against successful completion of installation, erection, testing & commissioning etc. of that particular item.

**** However, if the estimated cost of the tender is upto Rs. 15.00 Crs. (Rupees Fifteen Crores), then the above payment shall be 10% in place of 15%.**

(iii) The balance 10% (ten percent)** of the Supply Price component **excluding GST** shall be paid after successful completion of the work and after obtaining certificate of successful commissioning of the project from the competent authority as per scope of the tender and issuance of **Taking Over Certificate** by Engineer-in-Charge (i.e. concerned ESE) and submission of performance guarantee and also acceptance of closure proposal of the project.

**** However, if the estimated cost of the tender is upto Rs. 15.00 Crs. (Rupees Fifteen Crores), then the above payment shall be 5% in place of 10%.**

The above retention amount may be released on request of contractor against submission of Bank guarantee of equivalent amount which will be valid upto two months beyond completion and taking over of the project and will be extended upto two months beyond acceptance of closure proposal of the project.

A.2. Erection Price Component (including civil works):

(i) Advance Payment (Optional):-

Interest bearing mobilization advance @10% of contract value for erection items (including civil items) **excluding GST** shall be paid after contract agreement against Bank Guarantee of 110% of the value of mobilization advance issued by any Nationalized Bank or Eligible Scheduled Bank as per list. The validity of Bank Guarantee will be scheduled completion period which will be extended till recovery of entire advance amount.

The interest rate on advance payment shall be RBI's Base Rate prevailing on the date of disbursement of advance payment. The interest accrued on interest bearing advance shall be adjusted first before releasing any payment.

The advance shall be deducted on pro-rata basis from the running bills of the contractor. At later stage, if the contractor deposits revised B.G. corresponding to balance mobilization advance, the same shall be accepted and the original/previous B.G. shall be released. On adjustment of complete amount of mobilization advance from the bills, the B.G. submitted against advance payment will be released.

The mobilization advance shall be released in two instalments. The first instalment of 5% of total erection price shall be paid on presentation of the following further documents:

- (a) Submission of detailed invoice for advance payment.
- (b) Establishment of Contractor's site offices, and certification by Engineer-in-charge that satisfactory mobilization for erection exists.

The second instalment of 5% shall be released on presentation of contractors invoice and satisfactory utilization certificate of first advance instalment.

This payment is an optional payment.

- (ii) **90% (ninety percent)** of the erection price component **including 100% GST** will be paid on progressive basis depending on the actual work done as against each successful completion of installation, erection, testing & commissioning etc. activity and as per the bill duly verified and admitted by the concerned A.E.E./A.Ex.E, duly signed by Work-in-Charge (i.e. concerned Electrical Executive Engineer) and countersigned by the concerned Engineer-in-Charge (i.e. concerned Electrical Superintending Engineer) and after deduction / adjustment of the Mobilization advance and interest on pro-rata

basis. The assets register is mandatorily to be submitted along with the bill for capitalization of assets.

- (iii) **The balance 10% (ten percent)** of the erection price component **excluding GST** shall be paid after successful completion of installation, erection, testing & commissioning etc. of the work and after obtaining certificate of successful commissioning of the project from the competent authority as per scope of the tender and issuance of **Taking Over Certificate** by Engineer-in-Charge (i.e. concerned ESE) and submission of performance guarantee and also acceptance of closure proposal of the project.

The above retention amount may be released on request of contractor against submission of Bank guarantee of equivalent amount which will be valid upto two months beyond completion and taking over of the project and will be extended upto two months beyond acceptance of closure proposal of the project.

Note: 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.

Note:

❖ **Payment towards Taxes and Duties**

- Taxes and duties, applicable as per Indian Tax laws, in respect of direct transaction between EMPLOYER and the contractor and to be reimbursed by EMPLOYER as per the contract, will be reimbursed on receipt of materials and equipments in good condition against documentary evidence.
- Payment towards taxes & duties shall be released by EMPLOYER directly to the Contractor against invoices along with documentary evidence, to be submitted by the Contractor as specified in the Contract.
- *Where the word Sales Tax, Sale Vat, Local Taxes etc. have been used, which have been subsumed under GST, the provision of GST shall prevail in totality. Further, the bidder must be GST compliant. However, this will be subject to adoption by the Govt. of Bihar.*

❖ **Incentive against early completion of the project**

- If the contractor achieves completion of the whole of works and takeover of the project, prior to the project completion schedule, the Employer shall pay to the contractor an extra amount @ 0.5% per week subject to maximum 4% of the contract amount **excluding GST**. The payment will be done after the release of

project completion certificate by Employer against the invoice raised for incentive against early completion of project and acceptance of closure report of the project by Employer.

- However, No early completion bonus/ incentive shall be paid to the contractors in case of Time Extension given to the contractor based on either reasons attributable to the Employer or Contractor

Milestones for submission of bills of Supply, Erection and Civil Works:

<u>S.No.</u>	<u>Period after award of work (Date of LOI/NOA)*</u>	<u>Bill submission Schedule**</u>
1.	6 Months	20% of the awarded work value
2.	9 Months	40% of the awarded work value
3.	12 Months	60% of the awarded work value
4.	15 Months	80% of the awarded work value
5.	18 Months	100% of the awarded work value

For delay/ failure in submission of bills both for supply & erection as per above mentioned milestones, stage penalty shall be levied & recovered from the bills @0.5 % per week from value of the non-submitted bills of supply & erection/ civil work which is scheduled to be submitted as per milestone subject to condition that limit of all penalties for delay shall not be exceed the limit of liquidated damage for delay i.e. maximum of 10% of contract value.

The deducted amount towards stage penalty for a particular milestone shall be released immediately if that bill of un-executed items of supply or erection / civil works is submitted subsequently matching with the next milestone of project as specified in above table.

Note:

- * & ** Milestones for submission of bills of Supply, Erection and Civil Works shall change proportionately for each tender/ contract depending upon the defined time for completion of the particular project.

VIII-6 Mode of Payment

VIII-6.1 Payments shall be made promptly by the Employer after receipt of Contractor's invoice complete in all respects and supported by the requisite documents and fulfilment of stipulated conditions, if any. All the payments made during the contract shall be on account payment only.

VIII-6.2 In case the Contract is awarded on a joint venture, the Advance Bank Guarantees as

well as Contract Performance Guarantees referred above shall be in the name of the Joint Venture covering all the partners of the Joint Venture and not in the name of the Lead Partner or any partner (s) of the Joint Venture alone.

9. APPENDIX-3: INSURANCE (NOT USED)

10. APPENDIX-4: TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

<u>S.No.</u>	<u>Activities</u>	<u>Duration in Months from the effective date of Contract</u>
	Taking Over by the Employer upon successful Completion of:	
1.	Construction of 220/132/33 KV, (2x160 + 3x50) MVA, GSS Asthawan (Dist.- Nalanda) with Construction of 02 Nos. 220 KV Line Bays & 06 Nos. 132 KV Line Bays at remote end on Turnkey Basis NIT No. 41/PR/BSPTCL/2018	For 18 (Eighteen) months project, 20% work should get completed within 6 months, 20% balance works should get completed in next 3 months, 20% balance works should get completed in next 3 months, 20% balance works should get completed in next 3 months and final 20% balance works should get completed in next 3 months.

- 1.1 The activity(ies) under the Contractor's programme for Project Completion shall be in the form of a master network (MNW) and shall identify the various activities like design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning, trial operation and Taking Over etc. of the Facilities or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

This master network will 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.

- 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 Network(s) and project implementation plans & programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications and scope of works, which shall form a part of the Contract.

11. APPENDIX-5: LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shall be completed indicating those sub- contractors 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 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.

<u>Item of Facilities</u>	<u>Approved Subcontractors</u>	<u>Nationality</u>

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.

2. APPENDIX-6 : SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/supplied by the Employer, as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance.

Unless otherwise indicated, all personnel, facilities, works and supplies will be provided free of charge to the Contractor.

Personnel	Charge to Contractor - None
-----------	-----------------------------

-----NIL-----

Facilities	Charge to Contractor - None except as noted
------------	---

Electricity and Water	Charge to Contractor - as noted
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The Contractor shall be entitled to use for the purposes of the facilities such supplies of electricity and water as may be available on the Site and shall provide any apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provision of any supplies he may require.

Works	Charge to Contractor - None
-------	-----------------------------

NIL-----

Supplies	Charge to Contractor - None
----------	-----------------------------

-----NIL-----

13.APPENDIX-7: LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

The Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with (Program of Performance), prescribe in GCC,. the following documents for:

- A. Approval
- B. Review

3. Note:

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

14. APPENDIX-8: GUARANTEES, LIQUIDATED DAMAGES FOR NON PERFORMANCE

1. The equipment offered shall meet the rating and performance requirement stipulated in Technical Specification for various equipment or indicated in Data requirement.

2. The ratings and performance figures of the equipments are to be guaranteed.

3. If the mentioned guarantees are not established at factory tests, then the Employer at his discretion may reject or accept the equipment after assessing the liquidated damages against the Contract and such amounts shall be deducted from the Contract Price or otherwise recovered from the Contractor.

In case of Transformer, the equipment under no circumstances shall be accepted if the total losses exceed the max. limit specified in Technical Specifications.

15. (FORM 7) 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 Package 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 addressof Associate) ., the Associate of the Contractor for executing the Facilities concerning..... (Indicate brief scope of work)

for the complete execution of the (insert name of package along with name of the Project)..... [Applicable for Bank Guarantees to be issued by Contractor against those Contracts awarded to their Associate]

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of.....and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby irrevocably guarantee payment to the Employer up to i.e., Fifteen percent (15%) 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. Such payment shall be made by us on the same banking day as request without demur and delay and without referring the matter back to the Contractor for what so reason it may be

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 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) 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).”

16. (FORM 8) 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 Package 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) [.....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

17. (FORM 9). 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)

18. (FORM 10) 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

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of.....20..... by..... a Company registered under the Companies Act, 1956/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 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/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(abbreviated name of the Employer)... .. The Contractor undertakes to keep(abbreviated name of the Employer)... .. harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.

4. That(abbreviated name of the Employer)... .. is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employee or Employer's Representative in this regard. Further, ...(abbreviated name of the Employer)... shall always be free at all times to take possession of the Equipment in whatever form the equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(abbreviated name of the Employer)... .. to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/or shall pay the amount of loss to(abbreviated name of the Employer)... .. without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to...(abbreviated name of the Employer)... .. against the Contractor under the Contract and under this Indemnity Bond.

6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of(abbreviated name of the Employer)... .., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

<u>Particulars of the Equipment handed over</u>	<u>Quantity</u>	<u>Particulars of Despatch title</u>		<u>Value of the Equipment</u>	<u>Signature of the Attorney in token of receipt</u>
		<u>RR/GR No.</u>	<u>date of</u>		

WITNESS

For and on behalf of

M/s.....

1. Signature...

Signature...

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.

19. (FORM 11) FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY 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/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 having its Registered Office at(insert registered address of the Employer)... .. and its project at (hereinafter called ".....(abbreviated name of the Employer)... .." which expression shall include its successors and assigns):

WHEREAS..... (Abbreviated name of the Employer)... .. has awarded to the Contractor a Contract forvide its Notification of Award/Contract No. 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 instalments 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 instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments 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/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(abbreviated name of the Employer)... .. The Contractor undertakes to keep (Abbreviated name of the Employer)... harmless against any loss or damage that may be caused to the Equipment.

3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work 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

<u>Particulars of the Equipment handed over</u>	<u>Quantity</u>	<u>Particulars of Despatch title</u>		<u>Value of the Equipment</u>	<u>Signature of the Attorney in token of receipt</u>
		<u>RR/GR No.</u>	<u>date of</u>		

WITNESS

For and on behalf of

M/s.....

1. Signature...
Name...
Address...

Signature...
Name...
Address...

2. Signature...
Name...
Address...

Authorised
representative

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.

20. (FORM 12) 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 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.....)

<u>S.No.</u>	<u>Contract Name</u>	<u>NOA No./ CA No.</u>	<u>Description of Materials /Equipments</u>	<u>Spec. No.</u>	<u>Qty.</u>	<u>Value</u>	<u>Remarks</u>

(Signature of the Project Authority) (Designation)
 (Date)

21. FORM 13. FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s.(insert name of the Contractor) ... having our Principal place of business at having been awarded a Contract No..... dated ... for (insert Package name along with name of the Project)... by(insert name of the Employer) ...

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ... (insert name of the Employer)..... The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

Dated : ... Place : ...

For M/s.....

(Contractor's Name) (AUTHORISED SIGNATORY) SEAL OF COMPANY

22. (FORM 1) FORM OF EXTENSION OF BANK GUARANTEE

Ref. No...

Dated:... .. To:

[Name and address of the Employer]

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for issued to you on behalf of M/s. (Insert name of the Contractor) in respect of Contract No. dated for (insert name of the Package along with the Project name) (Hereinafter called original Bank Guarantee).

At the request of M/s.....(insert name of the Contractor)....., We.....(insert name & address of the issuing bank), a Bank organized under the laws of..... and having its Registered/Head Office at(insert address of registered office of the bank)..... do hereby extend our liability under the above- mentioned Guarantee No. Dated for a further period of..... Years/Months from to expire on..... Except as provided above, all other terms and conditions of the original Bank Guarantee No. 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.

23. (FORM 15)-FORM OF POWER OF ATTORNEY FOR JOINT VENTURE

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

- i) To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the "Joint Venture".

- ii) To negotiate with the Employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the "Joint Venture".

- iii) To do any other act or submit any document related to the above.

- iv) To receive, accept and execute the Contract for and on behalf of the "Joint Venture". It is clearly understood that the Partner In-charge (Lead Partner) shall ensure performance of the Contract(s) and if one or more Partner fail to perform their respective portions of the Contract(s), the same shall be deemed to be a default by all the Partners.

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

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized 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 authorized representatives of each of the partners and should invariably be witnessed

24. (FORM 16): FORM OF UNDERTAKING BY THE JOINT VENTURES 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 package along with project name of (Insert names of the Employer) a Company incorporated under the Companies Act of 1956 having its registered office at (Insert registered address of the Employer)..... (Hereinafter called the "Employer").

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

AND WHEREAS the Employer invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Equipment/ Materials stipulated in the Bidding Documents under (Insert name of the package along with project name)

AND WHEREAS Clause 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 arising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix - I

(to be suitably appended by the Parties along with this Undertaking in its bid) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.

7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in 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 authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year first mentioned above.

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

WITNESS:

I 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

WITNESS:

I.

II.

For Party No.-2

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

WITNESS:

I.

II.

For Party No.-3

For and on behalf of M/s.

(Signature of the authorized representative)

Note:

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

25. (FORM 17): FORMAT FOR EVIDENCE OF ACCESS OF TO OR AVAILABILITY OF CREDIT / FACILITIES

BANK CERTIFICATE

Employer)..... against their tender specification Vide ref. No. for (Insert name of the package along with the project name is our customer for the past years.

Their financial transactions 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:

<u>S.No.</u>	<u>Type of Facility</u>	<u>Sanctioned Limit as on</u>	<u>Utilization as on</u>

This letter is issued at the request of M/s.

Signature

Name of Bank

Name of Authorized Signatory

Designation

Phone No.

Address

SEAL OF THE BANK

26. (FORM 18): 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,

(Project Manager)

27. (FORM 19): FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN SIXTY DAYS OF THE 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/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 having its Registered Office at.....(insert registered address of the Employer)..... For its Contract for. (Insert package name, project name along with Specification number of the Contract).... WHEREAS... (Abbreviated name of the Employer)..... has awarded to the Contractor the aforesaid Contract vide its Notification of Award/Contract No.datedand Amendment No..... (Applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which the Contractor is required to submit ‘Safety Plan’ along with certain documents to the Engineer In-Charge/Project Manager of the Employer within Sixty (60) days of Notification of Award for its approval.

NOW THEREFORE, the Contractor undertakes to execute the Contract as per the safety plan as follows:

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents including those in regard to Safety Precautions / provisions as per statutory requirements.
2. THAT the Contractor shall execute the works in a well planned manner from the commencement of Contract as per agreed mile stones of work completion schedule so that planning and execution of construction works goes smoothly and consistently throughout the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the shall be finalized in association with XXXX (Name of Employer) Engineer In-charge/Project Manager from time to time as required.
3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning,

disposal of materials at site / store etc. to be executed at site, which is enclosed at Annexure - 1A (SP) for acceptance and approval of Engineer In-charge/Project Manager. The Contractor shall ensure that on approval of the same from Engineer In-charge/Project Manager, the approved copies will be circulated to Employer's personnel at site [Supervisor(s)/Executive(s)] and Contractor's personnel at site [Gang leader, supervisor(s) etc.] in their local language / language understood by gang.

THAT the Contractor has prepared minimum manpower deployment plan, activity wise as stated above, which is enclosed at Annexure - 1B (SP) for approval of Engineer In-charge/Project Manager.

4. THAT the Contractor shall ensure while executing works that they will deploy minimum 25% of their own experienced work force who are on the permanent roll of the company and balance 75% can be a suitable mix with the hired gangs / local workers / casual workers if required. The above balance 75% work force should be provided with at least 10 days training by the construction agencies at sites and shall be issued with a certificate. No worker shall be engaged without a valid certificate. Hired gang workers shall also follow safe working procedures and safety norms as is being followed by company's workmen. It should also be ensured by the contractor that certified workers fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperienced workers / unskilled workers should not be deployed for skilled job.

5. THAT the Contractor's Gang leader / Supervisor / Senior most member available at every construction site shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers (Daily Safety Drill). This is to be ensured without fail by Contractor and maintain record of each gang about daily safety instructions issued to workers and put up to 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 up to 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 authorized 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 Incharge/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 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. EMPLOYER may issue warning letter to Project Manager of contractor in violation of above norms.

THAT the Contractor shall prepare a detailed list of PPEs, activity wise, to commensurate with manpower deployed, which is enclosed at Annexure - 3 (SP) for

review and approval of Engineer In-charge/Project Manager. It shall also be ensured that the sample of these equipment shall be got approved from EMPLOYER supervisory staff before being distributed to workers. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by EMPLOYER supervisory staff before its usage.

The Contractor also agrees for addition / modification to the list of PPE, if any, as advised by Engineer In-Charge/Project Manager.

9. THAT the Contractor shall procure, if required sufficient quantity of Earthing Equipment / Earthing Devices complying with requirements of relevant IEC standards (Generally IECs standards for Earthing Equipments / Earthing Devices are - 855, 1230, 1235 etc.) and to the satisfaction of Engineer In-Charge/ Project Manager and contractor to ensures to maintained them in healthy condition.

THAT the Contractor has prepared / worked out minimum number of healthy Earthing Equipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at Annexure - 4 (SP) for review and acceptance of Engineer In-Charge/ Project Manager prior to execution of work.

10. THAT the Contractor shall provide communication facilities i.e. 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-coordinator of the Employer. In case of work being carried out through sub contractors the sub - contractor's workmen / employees will also be considered as the contractor's employees / workmen for the above purpose. If the number of workers is 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 EMPLOYER Project Manager / Construction staff.

The name and address of such safety officers of contractor will be promptly informed in writing to Engineer In-charge with a copy to safety officer - In-charge before start of work or immediately after any change of the incumbent is made during the currency of the contract. The list is enclosed at Annexure - 5A (SP).

THAT the Contractor has also prepared a list including details of Explosive Operator (if required), Safety officer / Safety supervisor / nominated person for safety for each erection / stringing gang, list of personnel trained in First Aid Techniques as well as copy of organization 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 / EMPLOYER Safety Rule/ Safety Instructions / Statutory safety requirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an unsafe manner or he continues to work even after being instructed to stop the work by Engineer / Supervisor at site / RHQ / Corp. Centre, the Contractor shall be bound to pay a penalty of Rs. 10,000/- per incident per day till the instructions are complied and as certified by Engineer / Supervisor of Employer at site. The work will remain suspended and no activity will take place without compliance and obtaining clearance / certification of the Site Engineer / Supervisor of the Employer to start the work.

14. THAT, if the investigation committee of Employer observes any accident or the Engineer In-charge/Project Manager of the Employer based on the report of the Engineer/Supervisor of the Employer at site observes any failure on the Contractor's part to comply with safety requirement / safety rules/ safety standards/ safety instruction as prescribed by the Employer or as prescribed under the applicable law for the safety of the equipment, plant and personnel and the Contractor does not take adequate steps to prevent hazardous conditions which may cause injury to its own Contractor's employees or employee of any other Contractors or Employer or any other person at site or adjacent thereto, or public involvement because of the Contractor's negligence of safety norms, the Contractor shall

be liable to pay a compensation of Rs. 10,00,000/- (Rupees Ten Lakh only) per person affected causing death and Rs. 1,00,000/- (Rupees One Lakh only) per person for serious injuries / 25% or more permanent disability to the Employer for further disbursement to the deceased family/ injured persons. The permanent disability has the same meaning as indicated in Workmen's Compensation Act 1923 or latest. The above stipulations is in addition to all other compensation payable to sufferer as per workmen compensation Act / Rules

THAT as per the Employer's instructions, the Contractor agrees that this amount shall be deducted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the Bidding Documents.

15. THAT the Contractor shall submit Near-Miss-Accident report along with action plan for avoidance such incidence /accidents to Engineer - In-charge/ Project Manager. Contractor shall also submit Monthly Safety Activities report to Engineer - In-charge/ Project Manager and copy of the Monthly Safety Activities report also to be sent to Safety In-charge at RHQ of the Employer for his review record and instructions.

16. THAT the Contractor is submitting a copy of Safety Policy/ Safety Documents of its Company which is enclosed at Annexure - 6 (SP) and ensure that the safety Policy and safety documents are implemented in healthy spirit.

17. THAT the Contractor shall make available of First Aid Box [Contents of which shall be as per Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Rule 1998 or latest / EMPLOYER Guidelines)] to the satisfaction of Engineer In-Charge/ Project Manager with each gang at site and not at camp and ensures that trained persons in First Aid Techniques with each gang before execution of work.

18. THAT the Contractor shall submit an 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / store etc. which is enclosed at Annexure - 7 (SP) for approval of the Engineer InCharge/ Project Manager before start of work.

19. THAT the Contractor shall organize 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 Equipments (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 EMPLOYER construction staff. Contractor has to ensure that each gang be safety audited at least once in two months. During safety audit by the contractor, Safety officer's feedback from EMPLOYER concerned shall be taken and recorded. The Employer's site officials shall also conduct safety audit at their own from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employer may take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safety standards.

21. THAT the Contractor shall develop and display Safety Posters of construction activity at site and also at camp where workers are generally residing.

22. THAT the Contractor shall ensure to provide potable and safe drinking water for workers at site / at camp.

23. THAT the Contractor shall do health 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 along with 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

Signature.....
Name.....
Address.....

Signature.....
Name.....
Address.....

Signature...
Name...
Address...

Authorised representative
(Common Seal) (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

28. CHECK LIST FOR SAFETY PLAN

<u>S.No.</u>	<u>Details of Enclosure</u>	<u>Status of submission/ of information/ documents</u>	<u>Remarks</u>
1.	<p>Annexure - 1A (SP) Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site.</p>	Yes/No	
2.	<p>Annexure - 1B (SP) Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site</p>	Yes/No	
3.	<p>Annexure - 2 (SP) List of Lifting Machines i.e. Crane, Hoist, Triflor, 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.</p>	Yes/No	
4.	<p>Annexure - 3 (SP) List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable:</p> <ol style="list-style-type: none"> 1. Industrial Safety Helmet to all workmen at site. (EN 395 / IS 2925) with chin strap and back stay arrangement. 2. Safety shoes without steel toe to all ground level workers and canvas 3. 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. 	Yes/No	

	<p>4. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorage line.)</p> <p>5. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator string etc.</p> <p>6. Providing of good quality cotton hand gloves / leather hand gloves for workers engaged in handling of tower parts or as per requirement at site.</p> <p>7. Electrical Resistance hand gloves to workers for handling electrical equipment/ Electrical connections. IS : 4770</p>		
5.	<p>Annexure - 4 (SP)</p> <p>List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as per requirement</p>	Yes/No	
6.	<p>Annexure - 5A (SP)</p> <p>List of Qualified Safety Officer(s) along with their contact details</p>	Yes/No	
7.	<p>Annexure - 5B (SP)</p> <p>Details of Explosive Operator (if required), Safety officer / Safety supervisor for every erection / stringing gang, any other person nominated for safety, list of personnel trained in First Aid as well as brief information about safety set up by the Contractor along with copy of organization of the Contractor in regard to safety</p>	Yes/No	
8.	<p>Annexure - 6 (SP)</p> <p>Copy of Safety Policy/ Safety Document of the Contractor's company</p>	Yes/No	
9.	<p>Annexure - 7 (SP)</p> <p>'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution, Sun Stroke, Collapse of pit, Collapse of</p>	Yes/No	

	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.		
10.	Annexure - 8 (SP) Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	Annexure - 9 (SP) Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and sub contractor employees.	Yes/No	
12.	Annexure - 10A (SP) Information along with documentary evidences in regard to the Contractor's compliance to various statutory requirements including the following:		
(i)	Electricity Act 2003 [Name of Documentary evidence in support of compliance]	Yes/No	
(ii)	Factories Act 1948 or latest [Name of Documentary evidence in support of compliance]	Yes/No	
(iii)	Building & other construction workers (Regulation of Employment and Conditions of Services Act and Central Act 1996 or latest) and Welfare Cess Act 1996 or latest with Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(iv)	Workmen Compensation Act 1923 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(v)	Public Insurance Liabilities Act 1991 or latest	Yes/No	

	and Rules. [Name of Documentary evidence in support of compliance]		
(vi)	Indian Explosive Act 1948 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(vii)	Indian Petroleum Act 1934 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(viii)	License under the contract Labour (Regulation & Abolition) Act 1950 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(ix)	Indian Electricity Rule 2003 and amendments if any, from time to time. [Name of Documentary evidence in support of compliance]	Yes/No	
(x)	The Environment (Protection) Act 1986 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(xi)	Child Labour (Prohibition & Regulation) Act 1986 or latest. [Name of Documentary evidence in support]	Yes/No	
(xii)	National Building Code of India 2005 or latest (NBC 2005). [Name of Documentary evidence in support of compliance]	Yes/No	
(xiii)	Indian standards for construction of Low/Medium/ High/ Extra High Voltage Transmission Line [Name of Documentary evidence in support of compliance]	Yes/No	
(xiv)	Any other statutory requirement(s) [please specify] [Name of Documentary evidence in support of compliance]	Yes/No	

	Annexure - 10B (SP)		
13.	Details of Insurance Policies along with documentary evidences taken by the Contractor for the insurance coverage against accident for all employees as below:	Yes/No	
(i)	Under Workmen Compensation Act 1923 or latest and Rules. [Name of Documentary evidence in support of insurance taken]	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 or latest [Name of Documentary evidence in support of insurance taken]	Yes/No	
(iii)	Any Other Insurance Policies [Name of Documentary evidence in support of insurance taken]	Yes/No	

29. (FORM 20) 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 XXXX (Name of the Employer) a Company incorporated under the Companies Act of 1956 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 Turnkey Contract of

AND WHEREAS Clause No., Section, of, Vol.-I... 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 Turnkey Contract 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 Turnkey Contract.

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 ployer), for execution of Turnkey Contract 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 The Turnkey Contract in accordance with Contract

Specifications. Further, if the Employer suffers any loss or damage on account of non-performance of the material fully meeting the performance guaranteed as per Bid Specification in terms of the contract.

We the Sub-contractor and the Contractor jointly and severally undertake to pay such loss or damages to the Employer on its demand without any demur.

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi 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

Signature

Name

Office Address

(For Sub-contractor)

(Signature of the authorized representative)

Name

Common Seal of Company

WITNESS

Signature
Name
Office Address
(For Bidder)

(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 alongwith 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.

30. (FORM 21): 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)

<u>S.No.</u>	<u>Financial parameters</u>	<u>2018-17</u>	<u>2017-16</u>	<u>2016-15</u>	<u>2015-14</u>	<u>2014-13</u>
1.	Net Worth					
a)	Paid up Capital					
b)	Free Reserves and					
c)	Misc expenses to the extent not written off					
	Net Worth (a+b-c)					
2.	Annual Turnover					
3.	Liquid Asset (Total Current Asset- Inventories)					

* Free Reserve and Surplus should be Exclusive of Revaluation Reserve, written back of Depreciation Provision and Amalgamation.

** Annual total Income/ turnover as incorporated in the Profit and Loss Account excluding nonrecurring income, i.e. sale of fixed asset etc.

It is certified that all the figures are based on audited accounts read with auditor's report and Notes to Accounts etc.

Date

Place

(Certified By Chartered Accountants)

Membership No.

Seal

31. (FORM 22A): FORMAT FOR THE BIDDER FOR QR (TECHNICAL)

Format for the Bidder (Single Firm / Partner in case of Joint Venture) [In case of Joint Venture bidder, the QR data of each of the partner is also is to furnished, as applicable, using this format]	
Name of the Bidder (Single Firm/Lead partner/Partners of a JV)	
1.	Name of Contract (Executed during the last 07 Years as on the originally scheduled date of bid opening).
2.	Contract Reference No. & Date of Award (for each contract separately)
3.	Name and Address of the Employer/Utility for whom the Contract was executed by bidder/ Parent Company (Principals)/ Collaborator e-mail ID Telephone No. Fax No.
4.	Details/features of the Contract undertaken relevant to the stipulated QR (the experience related to the Voltage Level equal to or above of the voltage rating of tendered Substation/ Line project only, should be furnished): Name of Substation/Switchyard/Line Details of Substation/ Switchyard/ Line commissioned:- Voltage Level of Substation/ Switchyard/ Line No. of Transformers commissioned for the above Substation/Switchyard MVA rating of Transformers commissioned for the above Substation/Switchyard Type of Conductors strung /commissioned for the above Line Length of Transmission Line strung /commissioned for the above Line (to be furnished for each line of each contract) No. of Pile foundations done for River Crossing the above Line (to be furnished for each line of each contract) Depth of Pile foundations done for River Crossing the above Line (to be furnished for each line of each contract)

	<p>Type of Earthwire/OPGW cables used for the above Line (to be furnished for each line of each contract)</p> <p>(a) Nos. of Circuit Breaker Bays <i>(Attach proof of nos. of Circuit Breaker Bays)</i></p> <p>(b) Nos. of Single Phase CTs or Bushing CTs in the Bay <i>(Attach proof of nos. of CTs in the Bays)</i></p> <p>(c) Nos. of Disconnectors/ Isolators in the Bay <i>(Attach proof of nos. of Disconnectors/ Isolators in the Bays)</i></p> <p>Whether scope also include civil works of tower foundations, equipment foundations, control room building etc and erection, testing and commissioning.</p>	
5.	<p>Date of Commissioning</p> <p>Period (no. of years) of satisfactory operation of Substation/ Switchyard/ Line as on the originally scheduled date of bid opening. <i>“Satisfactory Operation” means Certificate issued by the Employer i.e. Central/State Power Utility certifying the operation without any adverse remark</i></p>	<p>_____</p> <p>_____ years</p>
6.	<p>Scope of work involved in the above Contract</p> <hr/>	<p><input type="checkbox"/> Design</p> <p><input type="checkbox"/> Manufacture</p> <p><input type="checkbox"/> Supply</p> <p><input type="checkbox"/> Testing</p> <p><input type="checkbox"/> Erection</p> <p>Installation & commissioning <i>(Tick only whichever is/are applicable)</i></p>
7.	<p>Capacity in which the Contract was undertaken (Check One)</p>	<p><input checked="" type="checkbox"/> Prime Contractor</p> <p><input type="checkbox"/> Sub - contractor</p> <p><input type="checkbox"/> Partner of JV. (In case of JV copy of JV agreement, against which the work experience have been claimed, should be furnished) <i>(Tick whichever is applicable)</i></p>
8.	<p>Details of documents submitted in the Bid in support of stated experience/Contract</p> <hr/>	

32. (FORM 22B): FORMAT FOR THE BIDDER FOR QR (FINANCIAL)

Name of the Bidder (Single Firm/ Lead partner of JV/ JV Partner other than Lead partner)			
A. Turnover / Networth details:			
Sl. No.	Financial year	Annual Turnover (in Rs. Crs.)	Net worth (in Rs. Crs.)
01			
02			
03			
04			
05			
Average annual turnover for best three years is:			
B. Liquid Assets details:			
Details of evidence of having Liquid assets (LA) OR, Details of evidence of access to or availability of credit facilities		<hr/> <hr/>	

33. (FORM 23): FORMAT FOR PRE-CONTRACT INTEGRITY PACT

Attachment-11

(PRE-CONTRACT INTEGRITY PACT)

General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of, between, on one hand, the **Bihar State Power Transmission Company Limited (BSPTCL)** acting through **Chief Engineer** (.....) (hereinafter called the "**BUYER**", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the **First Part** and M/s. ----- (Name of Bidder) represented by ----- (hereinafter called the "**BIDDER**" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the **Second Part**.

WHERE AS the BUYER proposes to procure (Name of the Works) under (Name of the Scheme) Scheme in under jurisdiction of **Bihar State Power Transmission Company Limited (BSPTCL)** under **NIT No.....** and the **BIDDER** is willing to offer/ has offered the stores and

WHEREAS the BIDDER is a Public Limited 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 Government of Bihar.

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 in to 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, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The **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, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The **BIDDER** will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the, connected directly or indirectly with the bidding process, or to any person, organization or third party related **BUYER** 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 do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or for bearing to show favour or disfavor 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/authorized 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 here under 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 of **Rs.** (**Rupees** **only**) as Earnest Money/ Security Deposit, with the **BUYER** through any of the following instruments:

(i) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the **BUYER** on demand within three working days without any demur what so ever and without seeking any reasons whatsoever. The demand for payment by the **BUYER** shall be treated as conclusive proof of payment.

5.2 The Earnest Money/ Security Deposit shall be valid up to a period of 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 anyone 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 en cash the advance bank guarantee and performance bond/ warranty bond, if furnished by the **BIDDER**, in order to recover the payments, already made by the **BUYER**, along with interest.
- (vi) To cancel all or any other Contracts with the **BIDDER**. The **BIDDER** shall be liable to pay compensation for any loss' or damage to the **BUYER** resulting from such cancellation/ rescission and the **BUYER** shall be entitled to deduct the amount so payable from the money(s) due to the **BIDDER**.

- (vii) To debar the **BIDDER** from participating in future bidding processes of 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 middle man 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 any one employed by it or acting on its behalf (whether with or without the knowledge of the **BIDDER**), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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 subsystems 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 (herein after 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**, 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 aton.....

**BIHAR STATE POWER TRANSMISSION
COMPANY LIMITED**

NAME OF BIDDER

Witness

Witness

1.....

1.....

2.....

2.....

34. (FORM 24): FORMAT FOR PROVISIONAL TIME EXTENSION

Ref No:

.....(insert Contractor's name and 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: Provisional Time Extension under Ex works supply/ erection contractor for
.....(insert name of the package)..... Specification
number:.....

Ref: i) Our letter of award No..... dated.....
ii) Your request letter No.....dated..... for provisional time
extension

Ma'M/Sir,

Please refer to our letter of award referred above, wherein works for(insert
name of the package)..... under.....Plan were awarded with time
schedule of..... months. The scheduled completion period is going to finish
on.....(insert date of completion).....

Based on your request vide letter No.....dated....., we are pleased to grant you
provisional time extension upto.....(insert date)..... just to keep the
contract live without prejudice to our right to levy LD/compensation at the time of final time
extension.

In view of above, you are requested to unconditionally extend the duration of contract
performance guarantee up to 90 days beyond provisional time extension period.

Thanking You,

Yours Faithfully,
For and behalf of

.....(Name of employer).....

Authorised Signatory
