



UJVN LIMITED
(A Government of Uttarakhand Enterprise)
Dehradun, Uttarakhand (India)

Standard Bid Document



UJVN LIMITED
(A Government of Uttarakhand Enterprise)
Dehradun, Uttarakhand (India)

[Name of Project]

Tender Document for:

[Name of Work]

e-Tender Specification No.:

Office of the
.....

TENDER DOCUMENT FOR E&M WORKS OF [NAME OF PROJECT]

MASTER LIST OF BID DOCUMENTS

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SECTION I - NOTICE INVITING TENDER (NIT)

Standard Form

1	Name of Work	
2	NIT Reference	
3	Time for Completion	 Months (<i>in words</i>)
4	Estimated cost	Rs. (including GST)
5	Cost of Tender Documents	Rs. ....(with GST)
6	EMD (Bid Security)	Rs. (Rs. In words only)
7	Date & Place of Pre-Bid Meeting	.....
8	Last date & Time for receipt of Bid in the Website/Portal	[Date] up to [Time] Hrs.
9	Last date & address for submission of Original documents (Hard Copies)	[Date] up to [Time] Hrs. [Address] <i>Or any other address as mentioned in ITB Clause 9.1(B)</i>
10	Date & Time of Opening Technical Bid on Portal	[Date] up to [Time] Hrs.
11	Date & Time of Opening Price Bid	.....
12	Place of Opening of Bids	[Address]
13	Officer Inviting Bid	.....
14	Contact Number & Email Address of Office Inviting Bid	[Contact Number of Office Inviting Tender] [email id of Office Inviting Tender]

	UJVNL LTD. H.O.: "UJJWAL", Maharani Bagh, G.M.S. Road, Dehradun-248006 Telephones: 0135-2763808, Fax: 0135-2763508 CIN No. U40101UR2001SGC025866, Website: www.ujvnl.com
	National / International Competitive Bidding e-Tender Notice Office of the [Name of Office] (A Govt. of Uttarakhand Enterprise), [Address] invites online bids from interested parties. Brief summary of tender is given below: e-Tender No.
Name of work/supply/services etc. : Estimated cost : Rs. (With GST) Date of availability of bid document : [Date] from [Time] Hrs. on website Date & Place of Pre-Bid Meeting : [Date] at [Time] Hrs. [Address] Last date for submission of bids on : [Date] up to [Time] Hrs. website For fuller & further details, kindly visit e-procurement portal http://uktenders.gov.in	
[Name of Office]	
"Avoid wasteful use of Electricity"	

	यूजेवीएन लिमिटेड मुख्यालय "उज्ज्वल" महारानी बाग, जी०एम०एस० रोड, देहरादून-248006 दूरभाष: 0135-2763808, फैक्स- 0135-2763508 सी०आई०एन० सं० U40101UR2001SGC025866 वेबसाइट : www.ujvnl.com
	राष्ट्रीय प्रतिस्पर्धी निविदा ई-निविदा सूचना कार्यालय [Name of Office] (उत्तराखण्ड सरकार का उपक्रम), [Address] इच्छुक निविदादाताओं से ऑन लाईन निविदा आमंत्रित करता है। निविदा का संक्षिप्त विवरण निम्नवत है: निविदा सं०
कार्य / पूर्ति/सेवायें का नाम :	
अनुमानित लागत : Rs. (With GST) वेबसाइट पर निविदा प्रपत्र की : [Date] [Time].. बजे से उपलब्धता की तिथि प्री-बिड मीटिंग की तिथि व स्थान : [Date] at [Time] Hrs. [Address] वेबसाइट पर निविदा जमा करने की : [Date] [Time] बजे तक अन्तिम तिथि अन्य जानकारी हेतु कृपया ई-प्रोक्योरमेंट पोर्टल http://uktenders.gov.in देखें।	
[Name of Office]	
"बिजली के दुरुपयोग से बचें"	

SECTION II - INFORMATION FOR BIDDER (IFB)

1.0 Project Background

[Brief description about the background of the Project]

1.1 Source of Fund:

UJVNL Limited, a public sector enterprise of the Government of Uttarakhand, hereinafter referred to as the "Employer", is to implement the *[Name of Project] [No. of Units X Unit Capacity MW=Total Capacity MW]*, (hereinafter referred to as the "Project"). The Project is having financial structure of *70:30 (to be provided as per project structure)* as debt equity ratio for power component. Debt will be raised by UJVNL from market / Financial institutions/Internal resources/State /Central Government.

2.0 Project Layout

[Brief description about the layout of the Project]

SALIENT FEATURES

LOCATION

Country	.....
State	.....
District	.....
River	.....
Location of Dam & Power House	.....
Nearest Airport & Railhead	.....
Latitude	.....
Longitude	.....

HYDROLOGY

Catchment area (including snow catchment)	 Sq. Km.
Snow catchment	 Sq. Km.
Normal rainfall in the catchment	 mm
Design flood	 cumecs
Maximum annual runoff (1988-89)	 M.m ³
Average annual runoff (1963-64)	 M.m ³
Minimum annual runoff (1965-66)	 M.m ³

DIVERSION TUNNELS (If applicable)

Location	.....
Number and size	.....
Length	.....

COFFER DAM (If applicable)

Top of Dam	EL. m
River bed level	EL. m

Upstream slope

Downstream slope

DAM / BARRAGE

Type

Maximum height above deepest foundation m

Top of Dam / Barrage EL m

River bed level at dam / barrage site EL m

Expected deepest foundation level EL m

Top road width m

Top length m

SPILLWAYS

Type of Spillway

No. & size of openings

Crest elevation

Discharge capacity

Energy dissipation

Buckets invert elevation

Splitters invert elevation

Plunge pool finished floor level

Size of Plunge Pool

RESERVOIR

Reservoir Level (FRL/MWL) EL m

Minimum Draw Down Level (MDDL) EL m

Gross Storage at FRL/MWL M.m³

Gross Storage at MDDL M.m³

Reservoir Area at FRL/MWL Sq.km

Live Storage M.m³

INTAKE AND PENSTOCK (as per applicability)

Design discharge through each intake cumecs

Width of intake structure m

Invert level of intake EL m

Number of penstocks

Diameter & Shape of penstock m & Circular

Length of penstocks (tentative) m

POWER HOUSE

Type

Location

Number & Size of Units ... Units of ...MW each

Dimensions of the power house cavern m (L) x m (W)x M (H)

Deepest foundation level EL..... m

Machine Floor EL..... m

Generator Floor EL..... m

Turbine Floor EL..... m

MIV Floor EL..... m

TURBINES

Number & Type & *Francis/Kaplan/Pelton*
 Maximum gross head m
 Rated net head m
 Design discharge cumecs
 Generator Type *Vertical/Horizontal shaft Umbrella/
Semi-Umbrella*

GENERATOR TRANSFORMER

GSU Floor EL m
 Rating MVA
 Voltage Level/.....kV

GIS & POTHEAD YARD/ SWITCHYARD (as applicable)

Voltage Level kV
 Location of GIS/Switchyard EL..... m
 Location of outdoor Pothead Yard (For GIS) EL m

DRAFT TUBES

Number & Size ...Nos. of size m(W)x....m (H)
 Length m

POWER GENERATION

Installed capacity MW
 Annual energy generation (90% dependable year) MU

(above are the indicative list, tender inviting authority may change the nomenclature and details as per the Project Requirements)

3.0 Implementation of the Project and Contract Package

The project is planned to be implemented through..... (Civil, Hydro-Mechanical and Electro-Mechanical) packages:

The scope of *[Electro-Mechanical / Hydromechanical]* works is as here below:

The scope of *[Electro-Mechanical/ Hydromechanical]* works includes the provision of labour, tools, plants materials and performance of work necessary for design, manufacture, quality assurance, quality control, shop assembly, shop testing, transportation, insurance till commissioning, delivery at site, site storage and preservation, installation, commissioning, performance testing, acceptance testing, training of Employers personnel, handing over to UJVN Ltd. and guarantee for two (2) years of

4.0 Location and Access

[Project] is located in *[Location]*.

[Details of available roads / rails / other communication medium].

The approximate road/rail distances between relevant project related places/ sites and important towns are as given here under:

S.N.	From	To	Distance in km	
			(Roads way)	(Railway)
1				
2				
3				
4				

5.0 Maintenance of access roads during construction of the Project

The construction of the roads as indicated above and their subsequent maintenance is not in the scope of **E&M / HM** Contractor. However, all the roads within the **E&M/HM** Contractor acquired area and the approach road (*may please be decided by tender inviting authority*) thereto from the existing road shall be maintained by the **E&M/HM** contractor.

6.0 Transport Facilities available in the area

Goods Transport

Roads access to the Project area

The following approach facilities exist or are under construction.

[Details of all approach roads to the Site to be provided by OIB]

7.0 Transport Limitation

The nearest *[meter / broad]*-gauge railhead is As per the location of the project and its approachability through NH-.... and thereafter through *[kind of road to site from NH]* approach roads taking off from National Highway and reaching to various worksites, there *[may / may-not]* be any specific transport limitations. However, the Bidder is advised to visit the access routes to the project & carefully examine all aspects relating to transportation of **E&M/HM** equipment up to worksite.

8.0 Communication Facilities at Work Site

[BSNL / IDEA/ Airtel/JIO mobile network / telephone facility] is available in and around the Project Site. In addition to the *[BSNL / IDEA/Airtel/JIO mobile / telephone system]*, the Contractor may have to install his own reliable communication system like VSAT etc, at their own cost.

9.0 Availability of local facilities:

9.1 Fuel station

The nearest fuel station is available at *[Location]*, which is about km from project site. However, Contractor shall make arrangement (if required) for his own fuel near to his work area having sufficient storage capacity at safe place, for meeting his petrol and HSD requirement.

9.2 Bank/ Post Office / Courier / Taxi

Above facilities are available at*[Location]*

9.3 Medical facilities

District hospital and *[other private nursing homes]* with all facilities are available at *[Location]*. However, the Contractor is to make his own arrangement at the work site or at camps for the requisite medical facilities required for their personnel fulfilling all legal formalities.

10.0 Water Supply

The main source of water supply for construction purpose as well as domestic use is river *[Name of River / Source]*. However, water may also be available in various natural springs in the vicinity of the project area. Necessary pumping arrangement for supply of water and filtration/treatment facilities if required are to be undertaken by the Contractor of his own. Permission from state authorities, if required for drawing / pumping water from any source, shall be arranged by the contractor for which employer will issue necessary recommendations.

11.0 Climate & Isoceraunic Conditions

11.1 Physiography

Details of passage of river till Site. It is envisaged to construct a m high dam/ barrage at *[Location]* to store MCM of water. The catchment area is bounded between latitude ...°...'N to ...°...'N and longitude ...°...'E to ...°...'E The catchment area of river *[name of river]* upto the proposed site is sq km, out of which sq km is snow catchment. *[Any other relevant Physiography details]*

11.2 Climate

The climate is well defined in spring, summer & rainy seasons. The foothill areas of the catchment in the vicinity of the project site are characterized by a temperature of °C to °C during winter & summer respectively. The relative humidity measures between% to % with saturated atmosphere during rainy seasons.

The monthly maximum and minimum temperatures at *[Site Location or nearby]* in degrees centigrade for different months of the year from to is available. The maximum observed temperature is °C and minimum observed temperature is °C. The relative humidity is generally high during monsoon and low during post monsoon and winter seasons. The maximum observed relative humidity is% & minimum observed relative humidity is%.

The annual average rainfall varies from to mm.

11.3 Design Flood

The design flood has been estimated as cumecs.

11.4 Diversion Flood (if applicable)

The Diversion flood has been estimated as cumecs.

SECTION III - INSTRUCTIONS TO BIDDERS (ITB)

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SBD FOR E&M/HM WORKS

SECTION III - INSTRUCTIONS TO BIDDERS (ITB)

A. Introduction

1.0 Bidding Process

1.1 UJVNL will receive bid(s) for subject work as set-forth in the specifications through **[National / International]** Competitive Bidding. The bid will be received and opened online in electronic form through Government of Uttarakhand (e-portal) website <https://uktenders.gov.in>. Bid shall be prepared and submitted in accordance with instructions contained in this Section.

1.2 This section of the bidding document provides the information necessary for Bidders to prepare online responsive bids, in accordance with the requirements of the Employer. It also provides information on online bid submission and bid opening.

1.3 INSTRUCTION FOR ONLINE BID SUBMISSION:

The Bidders are required to submit soft copies of their bids electronically on the e-portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Bidders in registering on the e-portal, prepare their bids in accordance with the requirements/ instructions and submitting their bids online on the e-portal.

1.4 GUIDELINES REGARDING PARTICIPATION IN E-TENDERING:

a) PORTAL REGISTRATION:

The Bidder intending to participate in the bid is required to register in the portal using his/ her active personal/official email id as his /her Login id and attach his/her valid digital signature certificate (DSC) to his/her unique Login id. He/ She will enter relevant information as asked for about the bidder.

This is a one-time activity for registering in the portal.

b) LOGIN TO THE PORTAL:

The Bidder is required to type his/ her Login ID and password. The system will again ask to select DSC and confirm it with the password of DSC as a second stage authentication. For each Login, a user's DSC will be validated against its date of validity and also against the Certification Revocation List (CRL) of respective CA stored in system database. The system checks the unique Login ID, password & DSC combination and authentication the login process for use of the portal.

c) DOWNLOADING OF BID:

The Bidder can download the tender of his choice and save it in his system to undertake necessary preparatory work off-line and upload the complete tender at his convenience before the closing date and time of submission.

d) CLARIFICATION ON BID:

The Bidder may raise queries on-line in the e-procurement portal using his/her DSC, provided the queries are raised seven (07) days prior to the deadline for submission of bid. The Officer inviting the tender will clarify queries related to the tender.

1.5 SEARCHING FOR TENDER DOCUMENTS:

- a) There are various search options built in the e-portal, to facilitate Bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of

search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the e-portal.

- b) Once the Bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved/ saved to folder. This would enable the e-portal to intimate the Bidders through e-mail in case there is any corrigendum issued to the tender document.
- c) The Bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification.

1.6 PREPARATION OF BIDS:

- a) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- b) Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- c) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/ schedule in pdf/ xls/rar/zip/ jpg/ dwf formats. If there is more than one document, they can be clubbed together using zip format. Bid documents may be scanned with 100 dpi with black and white options which help in reducing size of the scanned document.

1.7 SUBMISSION OF BIDS:

- a) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.
- b) Bidder should prepare the Tender Document & Analysis Fee / Earnest Money Deposit as per the instructions specified in the tender document. The original Tender Document & Analysis Fee / Earnest Money Deposit should be posted/ couriered/ given in person to the concerned official, latest by the last date of bid submission or as specified in the NIT/ tender documents. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid shall be liable for rejection.
- c) While submitting the bids online through already downloaded / saved tender, the Bidder should read the terms & conditions (of e- portal) and accepts the same in order to proceed further to submit their bid.
- d) Bidders should select the payment option as 'offline' to pay the Tender Document & Analysis Fee / Earnest Money Deposit and enter details of the DD/ BG, as applicable.
- e) Bidder should digitally sign and upload the required bid documents one by one in respective 'Tender Cover' as indicated in the tender document.
- f) Bidders should note that, the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.



- g) Bidders are requested to note that each document to be uploaded for the tender should be less than the prescribed MB size in the e-portal. If any document is more than prescribed limit, it can be reduced through zip/ rar and the same can be uploaded.
- h) Utmost care shall be taken for uploading "Schedule of Quantities & Prices" and any change/ modification of the price schedule shall render it unfit for bidding. Bidder shall download the 'Schedule of Quantities & Prices' i.e. BOQ_XXXX.xls, in XLS format and save it without changing the name of the file. Bidder shall fill their respective rates in figures (financial quotes) and other details (such as name of Bidder) in blue background cells, thereafter save and upload the file online in financial / price bid (Finance) cover without changing the file name. No other cell should be changed.
- i) Bidders are requested to note that they should necessarily submit their financial bids in the 'Finance' cover in the format provided and no other format is acceptable. If the template of "Schedule of Quantities & Prices" file is found to be modified/ tampered by the Bidder which tantamount to fraudulent practices, and the bid shall be rejected and Earnest Money Deposit shall be forfeited. The Bidder are cautioned that uploading of financial bid elsewhere i.e. other than in Financial cover may result in rejection of the Bid.
- j) Bidder should submit their bids through online e-tendering system to the Officer Inviting Bids (OIB)/Officer Inviting Tender well before the bid submission end date & time (as per Server System Clock). The OIB will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder at the eleventh hour.
- k) After the bid submission, the Bidder should take print out of system generated acknowledgement number, and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- l) Bidder should follow the server time being displayed on Bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- m) All the documents being submitted by the Bidder would be encrypted by the e-portal to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

1.8 ASSISTANCE TO BIDDERS:

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the OIB or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to e-portal in general may be directed to the 24X7 e-portal Helpdesk at the following numbers:

0120-4493 395, 0120-4001 002, 0120-4001 005

2.0 Invitation of Bid

2.1 E-tenders are invited by the Employer, from eligible bidders for **[“Name of Bid”]**¹ as per tender specifications in two parts viz. Bid Part-I (Technical) & Bid Part-II (Financial bid) against Tender Specification No.

2.2 The tender shall be received at the e-procurement portal i.e. at <http://uktenders.gov.in>. Tender notice is also available on the official website of UJVNL Limited i.e. www.ujvnl.com. Brief description of the tender is as follows:

1. **Name of work:** **[“Name of Bid”]**
2. **Estimated Amount:** Rs. Crore (Including GST)
3. **Period of Completion:** Months

2.3 The tender document shall be available on e-procurement portal i.e. <http://uktenders.gov.in> from stipulated date onwards and will appear in the “Latest Active Tenders”. The bidders can download the tender documents only after the due date and time of sale/ release of the tender document. The publication of the tender will be for specified period i.e. till last date of submission of bids as mentioned in the “Notice Inviting Tender” after which the same will be removed from the list of the “Latest Active Tenders”.

2.4 Officer Inviting the Bids (OIB) is:

.....

Email id:

Mobile: (+91)

2.5 Unless otherwise stated, throughout this tender document; definitions and interpretations shall be as prescribed as “General Conditions of Contract”

3.0 Corrupt Fraudulent, Collusive or Coercive Practices

3.1 It is expected from the Bidders that they will observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- a) for the purposes of this provision, the terms set forth below shall mean as under:
- i) “corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process; and
 - ii) “Fraudulent practice” means a misrepresentation/ omission of facts in order to influence a procurement process.
 - iii) “Collusive Practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and
 - iv) “Coercive Practices” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process.

¹ e.g. - Electro-Mechanical Works of which includes “detailed design & engineering, manufacture, quality assurance, quality control, shop assembly, shop testing, transportation, insurance till commissioning, delivery at site, site storage and preservation, erection, testing and commissioning, performance testing, field acceptance testing, training of Employer’s personnel, handing over and guarantee of two years for the Electro-mechanical equipment & systems”, on EPC (Engineering, Procurement & Construction) basis.

- v) "Integrity" shall be ensured by the prospective bidders committing the personnel of their firm, not to exercise any corrupt influence on any aspect of the Tender/Contract.
- b) A Bid may be rejected by the Employer if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment under Integrity Pact as mentioned above in competing for the contract in question.
- c) The Employer may declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices, Collusive and Coercive practices or default commitment under Integrity Pact in competing for, or in executing, a contract.
- d) Banning of Business Dealings:

It is not in the interest of Employer to deal with Agencies who commit deception, fraud or other misconduct in the tendering process. If the firm is banned by Government of Uttarakhand or Government of India or Any other State Governments or their Departments or PSUs and the fact is kept concealed to get order, Employer may cancel existing order and shall proceed with Banning future business dealings with the said firms as per prevailing Laws of Government of Uttarakhand and Policy of UJVNL Limited.

3.2 Code of Integrity

- 3.2.1 The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Bidders and their representatives or consultants or service providers participating in a procurement process or other persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity.
- 3.2.2 Government of Uttarakhand prescribes to the Employer and Bidders to uphold the Code of Integrity, which prohibits officers or employees of Employer or a person participating in a procurement process the following:
 - i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iv) improper use of information shared between the Employer and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v) any financial or business transactions between the bidder and any officer or employee of the Employer, who are directly or indirectly related to tender or execution process of contract;
 - vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii) any obstruction of any investigation or audit of a procurement process;
 - viii) making false declaration or providing false information for participation in:
 - a. tender process or to secure a contract;
 - b. disclosure of Conflict of Interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity.

3.2.2 In case of any breach of the Code of Integrity by a bidder or a prospective bidder, as the case may be, the Employer after giving a reasonable opportunity of being heard, may take appropriate measures including:

- a. exclusion of the bidder from the procurement process;
- b. calling off of pre-contract negotiations and forfeiture or encashment of bid security;
- c. forfeiture or encashment of any other security or bond relating to procurement;
- d. recovery of payments made by the Employer along with interest thereon at bank rate;
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;
- f. debarment of the bidder from participation in any future procurements of any Procuring Entity for a period of two years

4.0 Eligible Bidders

4.1 Eligibility of Bidders is defined in Section-IV- Qualification Criteria.

4.2 Bids not fulfilling the criteria mentioned in Section IV- Qualification Criteria shall be considered as non-responsive and shall be rejected.

4.3 Even though the bids meet the above criteria, they may still be disqualified if the bidder have made misleading or false representations in the forms, statements, declaration and attachments submitted as proof for qualification requirements or the bidder has been blacklisted by Government Departments/ PSUs of Central or State Governments.

4.4 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- a. directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- b. receives or has received any direct or indirect subsidy from another Bidder; or
- c. has the same legal representative as another Bidder; or
- d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g. any of its affiliates has been hired (or is proposed to be hired) by the Employer for the Contract implementation; or
- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i. has a close business or family relationship with a professional staff of the Employer (or of the project implementing agency, or of a recipient of a part of the loan) who:

- i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
- ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

B. Contents of Tender Document

5.0 Contents of Tender Document

- 5.1 The Tender Document consists of the following sections and should be read in conjunction with Addenda/Corrigenda, if any issued from time to time:

Section-I	Notice Inviting Tender (NIT)
Section-II	Information for Bidders (IFB)
Section-III	Instructions to Bidders (ITB)
Section-IV	Qualification Criteria (QC)
Section-V	General Conditions of Contract (GCC)
Section-VI	Special Conditions of Contract (SCC)
Section-VII	Bill of Quantities (BOQ)
Section-VIII	General Technical Specifications (GTS)
Section-IX	Particular Technical Specifications (PTS)
Section-X	Technical Data Sheets (TDS)
Section-XI	Forms and Procedures
Section-XII	Model Quality Assurance Plan (MQAP)
Section-XIII	Tender Drawings & Exhibits

- 5.2 The Notice Inviting Tender issued by the Employer shall be part of the Tender Document.
- 5.3 The Employer shall not be responsible for the completeness of the Tender Document and any subsequent addenda/corrigendum, if the same is not obtained from the designated source i.e. e-portal (<https://uktenders.gov.in>).
- 5.4 The Bidder is expected to examine all instructions, forms, terms and specifications in the Tender Document. Failure to furnish information or documentation required as per the provisions of relevant clauses of the Tender Document shall be considered as non-responsiveness and result in the rejection of the bid.

6.0 Clarification of Bidding Document, Site Visit, Pre-Bid Meeting

- 6.1 A prospective Bidder requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter, the term cable is deemed to include email or telefax) at the Employer's mailing address indicated in the Invitation for Bids. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 25.7, will be unacceptable, such an issue should be raised at this stage. The Employer will respond during Pre-bid Conference to any request for clarification or modification of the tender documents. If deemed fit, Employer's response (including an explanation of the query but not identification of its source) will be uploaded in e-portal after Pre-bid Conference.
- 6.2 The Bidder is advised to visit and examine the Site where the Facilities are to be installed and its surroundings and obtain for itself on its own responsibility of all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the Facilities including temporary facilities. The costs of visiting the site shall be at the Bidder's own expense.
- 6.3 The Bidder and any of its authorized representatives will be granted permission by the Employer to enter upon its premises and lands for the purpose of such site visit, but only

upon the express condition that the Bidder and its personnel will release and indemnify the Employer and its personnel 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 site visit.

6.4 Pre-Bid conference:

The Bidder or his authorized representatives are invited to attend Pre-bid Conference which will take place at the address and Scheduled Date & time indicated below. The purpose of the conference will be to clarify any issues regarding the Bidding Documents in general and the Technical Specification in particular.

Date:

Time:

Place:

.....

.....

.....

The Bidder is requested to submit questions/queries in writing or by e-mail to reach the Employer at the address given below, not later than seven (7) days before the pre-bid conference:

.....

.....

.....

.....

Email id :

- 6.5 Any modification/ amendment to the Tender Document that may become necessary as a result of the clarifications sought by the prospective bidder or as a result of pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum/ Corrigendum pursuant to ITB 7 and not through the minutes of the pre-bid meeting. The said Addendum / Corrigendum shall be uploaded on the e-procurement portal.

- 6.6 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

7.0 Amendment of Bidding Document

- 7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the tender documents. Such amendments shall be posted on e-procurement portal.
- 7.2 The bidders are requested to visit the web site (<https://uktenders.gov.in>) once again before the due date of tender submission to ensure that they have not missed any corrigendum/ addendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum/ addendum, if any, will be that of the bidder. No separate intimation in respect of corrigendum/ addendum to this tender (if any) will be sent to bidder(s).
- 7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Employer may, at its discretion, suitably extend the deadline for the submission of bids.

C. Preparation of Bids

8.0 Language of Bid

- 8.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another



language, as long as such literature is accompanied by a translation of its pertinent passages in English language, in which case, for purposes of interpretation of the bid, the translation in English shall govern.

9.0 Preparation, Receipt and Signing of Bid

- 9.1 Two Part Bid procedures shall be adopted for preparation, submission and evaluation of the bids. The Bid shall be submitted online in TWO COVER SYSTEM (Techno-commercial) and Finance (Financial bid) duly scanned and digitally signed by the authorized representative of the Bidder.

(A) ONLINE SUBMISSIONS:

COVER-1: TECHNO-COMMERCIAL COVER

The Techno-commercial bid submitted by the Bidder in electronic form (online) shall comprise the following documents in Cover-1:

- i) Scanned, signed and stamped copy of Bid Form duly completed and signed by the Bidder (without indicating the quoted price) as provided in (Section XI-Forms & Procedures), together with all Attachments.
- ii) Scanned, signed and stamped copy of duly signed Form of Declaration. It shall be as per the format provided at Attachment-1A to Bid Form as provided in (Section XI-Forms & Procedures).
- iii) Scanned, signed and stamped copy of duly signed Earnest Money Deposit (EMD). EMD declaration shall be as per the format at Attachment-1 or Attachment-1B to Bid Form as provided in (Section XI-Forms & Procedures).
- iv) Scanned, signed and stamped copy of Power of Attorney alongwith authority of executants as per Attachment-2A or 2B to Bid Form as provided in (Section XI-Forms & Procedures).
- v) Scanned, signed and stamped copy of duly filled all Qualification Forms alongwith supporting documents meeting the qualifying requirements as Section IV-Qualification Criteria as Attachment-3 to Bid Form.
- vi) Scanned, signed and stamped copy of Bidders appreciation of the project and self-declaration of acceptance of all the terms & conditions, Technical Specifications, Drawings, Model QAP & QTS including all annexures/ attachments/ Forms / Schedules etc. as Attachment- 4 to Bid Form.

The documentary evidence of the conformity of the Facilities to the Tender Documents may be in the form of drawings & data, and shall furnish:

- a. all detailed technical information & data and Guaranteed Technical Particulars duly signed as per the requirement of Section X- Technical Data Sheet; and
- b. a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuous functioning of the Facilities throughout their life, following completion of Facilities in accordance with provisions of contract

Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the tender documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

- vii) Scanned, signed and stamped copy of List of Vendors/ Makes as per Attachment-5 to Bid Form as provided in (Section XI-Forms & Procedures).

- a. For Equipment / items as listed in Attachment-5, the names of approved Sub-contractors / vendors are indicated under heading 'A' i.e. List of Approved Sub-contractors / vendors.
- b. If the Bidder intends to propose Sub-contractors / vendors in addition to those indicated in Attachment-5 under heading 'A', he may do so but in that case such proposed Sub-contractors / vendors will have to meet the specific qualification criteria of the respective equipment / item mentioned in Attachment-5 under heading 'B' and the Bidder shall furnish the details of the name, nationality and documentary evidences in support of meeting the specific qualification criteria at the time of submission of Bid and/or during the currency of Contract as per the provisions of GCC Clause No. 18. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Plant and Equipment or services to be provided by the Sub-contractor comply with the requirements of the contract. The Employer reserves the right to delete any proposed Sub-contractors / vendors from the list in case the proposed Sub-contractors / vendors are not meeting specific qualifying criteria for the corresponding equipment / item mentioned in Attachment-5 under heading 'B' prior. The Appendix- 5 forming part of Contract Agreement shall be completed by listing the approved Sub-contractors/Sub-vendors for each item.

- viii) Scanned, signed and stamped copy List of Deviations as Attachment 6 to Bid Form as provided in (Section XI-Forms & Procedures), if any.

Deviations, if any, from the terms and conditions or Technical Specifications shall be listed ONLY in Attachment 6 (to be submitted in Techno-commercial cover) to the bid without mentioning its cost of withdrawal. However, all such deviations shall also be mentioned in Attachment 6A alongwith its cost of withdrawal in the Price Bid (Financial Cover).

The attention of the Bidders is drawn to the provisions regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents. Bidders attention is also drawn to the provisions of ITB Sub-Clause 25.8 which requires the bidders to indicate the cost of withdrawal for deviations proposed, if any, failing which cost of withdrawal of such deviations shall be treated as 'NIL'.

Bidders may further note that except for the deviations listed in Attachment 6 and further in Attachment 6A (to be submitted in Price Bid), the bid shall be deemed to comply with all the requirements in the bidding documents and the bidders shall be required to comply with all such requirements of bidding documents and Technical Specifications without any extra cost to the Employer irrespective of any mention to the contrary, anywhere else in the bid.

- ix) Scanned, signed and stamped copy of Self Declaration on Banning of Business as Attachment -7 to Bid Form as provided in (Section XI-Forms & Procedures)].
- x) Scanned, signed and stamped copy of DD towards 'Tender Document & Analysis Fee' as per ITB Clause 12 as Attachment-8 to Bid Form as provided in (Section XI-Forms & Procedures)].
- xi) Scanned, signed and stamped copy of duly signed Integrity Pact alongwith Annexure-A as Attachment-9 to Bid Form as provided in (Section XI-Forms & Procedures)].
- xii) Scanned, signed and stamped copy of Letter of Authorization from the manufacturers, if any proposed to associate as Attachment-10 to Bid Form as provided in (Section XI-Forms & Procedures).
- xiii) Scanned, signed and stamped copy of Attachment-11 to Bid Form: A detailed Site Visit report pursuant to ITB Sub-clause 6.2.

- xiv) Scanned, signed and stamped copy of Attachment-12: Self declaration regarding Insolvency and bankruptcy code 2016 as per Attachment-12(duly attested by statutory auditor) to Bid Form - as provided in (Section XI-Forms & Procedures).
- xv) Scanned, signed and stamped copy of Attachment-13: ECS Form as provided in Attachment-13 to Bid Form as provided in (Section XI-Forms & Procedures).
- xvi) Scanned, signed and stamped copy of Attachment- 14: Declaration / under taking regarding MSME duly filled and signed alongwith documentary evidence, if applicable [Attachment-14 to Bid Form as provided in (Section XI-Forms & Procedures)]
- xvii) Scanned, signed and stamped copy of Attachment-15: To avail Deemed Export Benefits, the Bidder shall furnish a declaration to this effect as provided in Attachment-15 to Bid Form as provided in (Section XI-Forms & Procedures) (without any Price information).
- xviii) Scanned, signed and stamped copy of Attachment-16: Certification / Confirmation as per Clause 171 of GST Act regarding Anti-Profiteering Clause duly filled and signed as per format will also be submitted [Attachment-16 to Bid Form as provided in (Section XI-Forms & Procedures)].
- xix) Scanned, signed and stamped copy of Attachment-17: HSN/ SAC Code & Rate of Custom Duty (%) duly filled in and signed [Attachment -17 to Bid Form as provided in (Section XI-Forms & Procedures)].
- xx) Scanned, signed and stamped copy of Technical Data Sheets (Section X) duly signed and stamped
- xxi) Scanned, signed and stamped copy of Attachment-18: Self declaration regarding local content / Cyber Security as provided in Attachment-18 to Bid Form as provided in (Section XI-Forms & Procedures)
- xxii) Scanned, signed and stamped copy of Undertaking from Parent/Holding Company as Attachment-19 to Bid Form as provided in (Section XI-Forms & Procedures), if applicable.
- xxiii) Scanned, signed and stamped copy of Certificate from Bidder of a country sharing a land border with India / Certificate from Bidder of a country which is not sharing land border with India as Attachment-20 to Bid Form as provided in (Section XI-Forms & Procedures), if applicable.
- xxiv) Scanned, signed and stamped Self-attested copy of scanned PAN card, GST Registration certificate, EPF registration certificate, along with the bid. *[In case of National Competitive Bidding Only, however for International Competitive Bidding this will not be required for the Foreign Bidder]*
- xxv) Scanned, signed and stamped copy of Any other supporting document, if required

COVER-2: FINANCIAL BID (PRICE-BID)

The Financial Bid (Price Bid) shall be submitted in electronic form strictly in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed "Schedule of Quantities & Prices" i.e. BOQ_XXXX.xls.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Following documents shall be submitted in the Financial Bid cover:

- i) Schedule of Quantities & Prices (Price Schedule 1 to 3) i.e. BOQ in .xls format.
- ii) Recommended Spare Parts (Price Schedule 5) i.e. BOQ in .xls format. Bidders are requested to provide name of spare part matching with serial number of .xls format with hard copy (offline submission as below). Bidders are requested to enter the per unit rate along with taxes in the BOQ. Total of 100 lines have been provided for online submission of Recommended Spares Parts. In case bidder is having more than 100 Recommended Spares Parts then, last line of BOQ should include the sum of all the excess Spares Parts amount. For such excess entries, the last item elaborating the name of recommended spare part along with its percentage value (of sum of all excess spare parts amount) should be provided with Cover-1 in separate sealed envelope duly superscribed as Recommended Spare Parts.
- iii) Attachment-6A 'List of deviations with cost of withdrawal' i.e. deviation in .xls format. Bidders are requested to provided deviations matching with serial number of .xls format with hard copy (offline submission as below). Bidders are requested to enter cost of withdrawal with taxes in the BOQ. Total of 100 lines have been provided for online submission of cost of withdrawal for respective deviation. In case bidder is having more than 100 deviations then, last line of BOQ should include the sum of all the excess deviation amount. For such excess entries, the last item elaborating the deviation along with its percentage value (of sum of all excess deviation amount) should be provided with Cover-1 in separate sealed envelope duly superscribed as Attachment-6A 'List of deviations with cost of withdrawal'.

B) OFFLINE SUBMISSIONS:

Hard copy/ Supporting documents:

Hard copy of following supporting documents forming part of techno-commercial bids shall be submitted offline (i.e. physically) in separate sealed envelope bearing on the top the reference of the Tender specification at any of the following addresses on or before the due date & time of submission as per ITB Sub-clause 18.2 (bid shall not be accepted if submitted to any other office):

(Address of OIB)

.....

(Address of General Manager's office of OIB)

.....

Executive Engineer (HQ)
 UJVNL Limited,
 UJJWAL, Maharani Bagh,
 GMS Road,
 Dehradun-248006 (Uttarakhand)

- i. DD towards 'Tender Document & Analysis Fee' as per ITB Clause 12 [Attachment-8 (Forms & Procedures)]
- ii. Earnest Money Deposit as per ITB Clause 14. Earnest Money Deposit shall be as per the format provided at Attachment-1 of Section XI- Forms & Procedure.
- iii. Power of Attorney-POA of authority of the person signing on behalf of the bidder along with authority of executant of POA (by way of Board Resolution, etc.) as mentioned at Attachment – 2A or 2B as per Section XI-Forms & Procedures, duly authenticated by Notary Public.

- iv. Notarized copies of Documentary evidences in support of the qualification criteria as per ITB Clause 4 alongwith Qualification forms.

The scanned copy (ies) of all the offline documents (hard copies) are to be uploaded online on the portal alongwith the Bid as provided in ITB Clause 9.1 (A).

- 9.2 This envelope shall not contain anything other than document mentioned at 9.1 (B). This part of bid should not contain any document related to **COVER-2: FINANCIAL BID (PRICE-BID)** else the bid shall be summarily rejected.
- 9.3 Marking of offline Submission: The envelope containing hard copy of documents shall be marked as follows:

The envelope shall be super-scribed as
Hard Copy of documents for “.....”²
E-Tender No.....

- 9.4 The inner and outer envelopes containing hard copy of documents shall;
- be addressed to UJVN Limited at the address provided in the Bidding Data;
 - bear the name and identification number of the tender as defined in the Bidding Data; and
 - provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data
- 9.5 In addition to the identification required in Sub-clause 9.4, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 18 and to identify pursuant to ITB Clause 19.
- 9.6 If the envelopes are not sealed and marked as above, UJVN Limited will assume no responsibility for the misplacement.
- 9.7 If any discrepancy is found between the Hard Copies of the offline documents viz. DD towards 'Tender Document & Analysis Fee' & FDR/BG/ Insurance Surety Bond towards EMD, Power of Attorney, Qualification forms & supporting documents meeting the qualifying requirement, and scanned copy of same uploaded online then the online bid shall be rejected.

10.0 Bid Form and Price Schedules

- 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the tender documents following the requirements of ITB Clauses 11 and 13.

11.0 Bid Prices

- 11.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire Facilities on a “single responsibility” basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the tender documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the Facilities including supply of Tools & Instruments, Specified spares and recommended 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

² e.g.- **ELECTRO-MECHANICAL (E&M) WORKS PACKAGE OF, DEHRADUN, UTTARAKHAND**

be specified in the bidding documents, all in accordance with the requirements of the General and Special Conditions of Contract.

- 11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 of its bid. The Bidder shall also provide the price, if any, for withdrawal of such deviations in Attachment 6A (in the Price Bid Cover).
- 11.3 The Financial Bid (Price Bid) shall be submitted in electronic form in conformity with the tender specifications on the portal only by the time & date as specified in NIT. The financial cover shall contain price bid in the enclosed "Schedule of Quantities & Prices" i.e. BOQ_XXXX.xls. The quoted rates should be in currency as specified and shall be written in BOQ_XXXX.xls.

Submission of the Financial Bid (Price Bid) by any other means shall not be accepted by the Employer in any circumstances. In case, if any cell is left blank and no rate is quoted against any of the item(s) by the Bidder, rate of such item(s) shall be treated as "0" (Zero) and considered included in the cost of the bid and no separate claim whatsoever will be entertained on this account.

Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode.

Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules.

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule (1 to 3) shall be summarized in a Grand Summary (Schedule 4) giving the total bid price(s) to be entered in the Bid Form.

Schedule No. 1	Plant and Equipment (including Specified Spare Parts and Tools & Instruments) <i>[Separate Schedule for supplies from Abroad and India may be included in case of International Competitive Bidding (ICB)]</i>
Schedule No. 2	Local Transportation including Port Clearance & Port Charges and inland Insurance
Schedule No. 3	Installation & Other Services
Schedule No. 4	Grand Summary (Schedules Nos. 1 to 3)
Schedule No. 5	Recommended Spare Parts

[Officer Inviting Bid may include extra Schedules or exclude Schedule from above as per the requirements of the Project]

Bidders shall note that the plant and equipment included in Schedules No. 1 above exclude materials used for civil, building and other construction works. All materials including consumables required for site storage, erection, testing, pre-commissioning and commissioning activities shall be included and priced under Schedule No. 3.

- 11.4 In the Price Schedules, Bidders shall give the required details and a breakdown of their prices as follows:
- Plant and equipment including Specified spares and Tools & Instruments to be supplied from abroad as per Price Schedule 1 shall be quoted on a CIF port-of-entry, CIP border point basis or CIP- port-of-entry. In addition, the FOB price (or the FCA price, as the case may be) shall also be indicated. *(for ICB)*
 - Plant and equipment including Specified spares and Tools & Instruments (Schedule No. 1) shall be quoted on an EXW (ex-factory, ex works, ex warehouse or off-the-shelf, as applicable) basis. The prices shall be inclusive of all costs, as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Facilities.
 - Local transportation, insurance, port clearance and port charges and other local costs incidental to delivery of the Plant and equipment including Specified spares and Tools & Instruments shall be quoted separately (Schedule No. 2): Rates quoted in this Schedule shall be inclusive of all taxes, duties, levies and charges payable



including GST etc., in Employer's country as of twenty-eight (28) days prior to deadline for submission of Price bids.

- d) Installation and Other Services shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the tender documents, as necessary for the proper execution of the Installation Services, including all taxes, duties, levies and charges payable including GST etc., in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids.
Further the price quoted shall be after taking into account the input Tax Credit (ITC) and other benefits.

- e) All applicable taxes, duties, other levies and charges etc. on Price Schedules 1, 2, & 3 in respect of direct transaction between the Employer and the Contractor as applicable, in Employer's country as of twenty-eight (28) days prior to deadline for submission of bids shall be included in Ex-Works/FOB/CIF prices. The bidders are advised to ascertain the applicability of such taxes, duties, other levies and charges etc. at their own level.

Further, bidders are required to quote HSN / SAC Code and rate of custom duty for the individual item in Attachment-19 in Technical Bid.

The same HSN/SAC shall prevail throughout the entire contract and no alteration thereof is permissible during contract for any reason whatsoever, unless otherwise specified in any other provisions of this contract or required due to change in tax law.

Bidder shall be liable to be assessed and accountable to tax authorities and the Employer shall in no way responsible for any kind of errors/ omissions/ mistakes of bidders in this regard. The HSN/ SAC Code as mentioned by bidders shall be final and binding.

- f) All applicable taxes/ duties including GST as applicable and assessed on the Employer shall also be included in the Prices/ Rates in Price Schedule, which shall be deducted from the Contractor and deposited with the concerned authority by the Employer.
- g) The Contractor, except for the supplies for the categories mentioned at section 9(3) of GST Act, shall submit GSTIN and shall quote his prices in accordance with GST provisions after considering the benefit of Input Tax Credit and compliance of Anti-profiteering clause under Section 171 of GST Act / SGST Act shall be submitted along with the bid.
- h) Recommended spare parts shall be quoted separately as Price Schedule No.-5 and to be provided in hard copy (in sealed envelope) along with the hard copy of bid as per Clause 9.1(A) Cover-2 S.N. (ii).

11.4.1 Deemed Export Benefits

Bidders may like to ascertain availability of deemed export benefits mentioned as per EXIM policy of Govt. of India. They shall solely be responsible for obtaining such benefits, which they have considered in their bid and in case of failure to receive such benefits; the Employer will not compensate the Bidder. The Bidder shall furnish along with their bid, a declaration to this effect as Attachment 15 as per format enclosed in Section XI-Forms and Procedures.

Where the Bidder has quoted taking into account the deemed export benefits, he must give all information required for issue of Project Authority Certificate in terms of the Export Import Policy of the Govt. of India alongwith his bid in Attachment 15. The Project Authority Certificate will be issued on this basis only.

The Bids which do not contain complete details as sought above will not be considered for issue of Project Authority Certificate for availing deemed export benefit.

- 11.5 The terms EXW, CIF, CIP etc., shall be governed by the rules prescribed in the current edition of *Incoterms*, published by the International Chamber of Commerce, 38 Cours Albert 1er, 75008 Paris, France.

- 11.6 The prices shall be in accordance with the following:

Adjustable Price- Prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost of labour, material etc. in accordance with the procedures specified in Appendix 2 to the Form of Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders are required to indicate the source of labour and material indexes in the said Appendix 2.

12.0 Cost Of Tender Document & Analysis Fee

- 12.1 The cost of 'Tender Document & Analysis Fee' is Rs. + GST @ 18.0% (Rs. *In words*.... Only plus GST @ 18.0%) i.e. Rs./-.
- 12.2 The cost of 'Tender Document & Analysis Fee' is non-refundable.
- 12.3 The cost of 'Tender Document & Analysis Fee' is to be deposited in the form of Demand Draft (DD) drawn in favour of UJVNL Limited and payable at Dehradun, (Uttarakhand).
- 12.4 Bidder shall bear all costs associated with the preparation of tender document, submission of its bid & cost of analysis or evaluation by the Officer Inviting the Bids, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process even if the tender gets cancelled.

13.0 Currencies of Bid

- 13.1 The currency of the bid shall be in Indian Rupees (INR) only. [For NCB]
- 13.2 Prices shall be quoted in the following currencies: *[For ICB]*
- Plant and equipment including Specified spares and Tools & Instruments covered to be supplied from abroad shall be quoted in the international trading currencies. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than two foreign currencies.
 - Plant and equipment including Specified spares and Tools & Instruments covered to be supplied from within the Employer's country shall be quoted in Indian Rupees (INR) only.
 - Local transportation, insurance and other local costs incidental to delivery of the plant and equipment shall be quoted in local Indian Rupees (INR) only. However, foreign component, if any, of installation services may be quoted in foreign currency (no more than two foreign currencies).

14.0 Earnest Money Deposit

- 14.1 The Bidder shall furnish, as part of its bid, an earnest money deposit of Rs. (Rs. in words..... Only).
- 14.2 The Earnest Money Deposit (EMD), at the Bidder's option, be in the form of TDR/FDR/ Insurance Surety Bond in favour of "UJVNL Limited" payable at Dehradun, Uttarakhand or a Bank Guarantee from any Indian nationalized bank / scheduled bank, for the EMD. Bank Guarantee in Indian Rupees shall be acceptable if it is issued by an international

Bank of repute situated outside India (duly confirmed by their correspondent bank in India) or by an authorized Dealer in India issued as per extant guidelines of Reserve Bank of India. The format of the Bank Guarantee/ Insurance Surety Bond shall be in accordance with the form of EMD included in the bidding documents. EMD shall remain valid for a period of ninety (90) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 15.

The bidders shall not be entitled, during the period of validity of their offers without the consent in writing of the Employer, to revoke or withdraw their bids or vary in any respect their offer or any terms and conditions thereof. In case of a bidder revoking or withdrawing his Bid or varying any terms and conditions in regard thereto without the consent of the Employer in writing during the period of validity of his offer, the Employer may at his discretion, invoke the EMD furnished by the bidder along with his offer.

In addition to this the bidder may at the discretion of the Employer, be debarred from bidding for a period as may be considered fit by the Employer, against any Bid that might be invited by the Employer in future. The Employer will also be within its rights to circulate the information, at its discretion to other prospective purchasers about the bidder having withdrawn his offer within the validity period

- 14.3 Any bid not accompanied by acceptable EMD shall be rejected by the Employer as being non responsive.
- 14.4 The EMD of bidders who are not qualified for opening of price bid shall be returned within 15 days after such notification. The EMD of all unsuccessful bidders will be returned within 30 days of notification of award of contract to the successful bidder.
- 14.5 The EMD of the successful bidder will be returned when the bidder has signed the Contract Agreement, pursuant to ITB Clause 33, and has furnished the required performance security, pursuant to ITB Clause 34.
- 14.6 The EMD may be forfeited.
 - a. if the Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, in regard thereto during the period of bid validity, or
 - b. If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practice(s) as mentioned in the ITB Clause 3 or
 - c. If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 25.4 or
 - d. in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - i) to sign the Contract Agreement, in accordance with ITB Clause 33, or
 - ii) to furnish the required performance security, in accordance with ITB Clause 34, or
 - e. If the bidder fails to withdraw the deviations listed in Attachment 6 and Attachment 6A at the cost of withdrawal stated by him in the bid in accordance with ITB Clause 25.7

Bidder shall communicate the following bank details of UJVN Limited to the issuing bank for online confirmation of Bid Guarantee to be submitted in terms of this clause:

Name of the beneficiary:	UJVN Limited
Account No.:	.....
IFSC Code:	.....
Branch:	.....
Address of the Bank:	.....

- 14.7 Any liability of GST arising out of forfeiture of EMD shall be borne by the Bidder.

- 14.8 The FDRs & BGs once released from the pledged shall not be acceptable.



15.0 Period of Bid Validity

- 15.1 Bids shall remain valid for a period of (.....) days from date of opening of Technical Bid (Part-I) prescribed by the Employer.
- 15.2 A bid valid for a shorter period may be rejected by the Employer as being non responsive.
- 15.3 In exceptional circumstances, the Employer may solicit the Bidders' consent to an 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 EMD shall also be suitably extended. A Bidder may refuse the request without invocation of EMD. A Bidder granting the request will not be required nor permitted to modify its bid.
- 15.4 All the provisions of bid including those regarding discharge and forfeiture of EMD shall continue to apply during the extended period of bid validity specified by the Bidder.

16.0 Special Instructions

- 16.1 The documents listed in ITB Clause 9, shall be typed/printed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. Such authorization shall be indicated by written power of attorney for authority of the person signing on behalf of the Bidder along with authority of executant of POA (by way of Board Resolution, etc.), accompanying the bid and submitted as Attachment 2A or 2B (as applicable) as per Section X-Forms and Procedures to the Bid under ITB Sub- Clause 9.1. All pages of the bid, except for unamended printed literature, shall be initialled by the person or persons signing the bid. All pages including separators shall be sequentially numbered.

- i) In case of a General Power of Attorney, a true copy of the POA shall be duly notarized by Notary Public alongwith a declaration from the Company Secretary/ Corporate Secretary endorsing the validity of the Power of Attorney, along with copy of Board resolution for grant of such POA.
- ii) In case of a specific Power of Attorney format included in forms & procedures Attachment 2A or 2B (as applicable), the original POA alongwith a copy of the resolution of Board of Directors for the specific appointment. In case of delegation by a General POA holder, the documents as sought under i) above shall be submitted alongwith the original specific POA

Note:

- a. The POA shall be notarized and shall bear the seal of the Company and endorsed by the Company Secretary/Corporate Secretary of the Company authorizing the validity.
 - b. The documents like Board Resolution, Article of Association or any other legally valid document shall be submitted in order to establish the authority of the person signing the POA and delegating the Power to the Attorney Holder and shall also be endorsed by the Company Secretary and must bear seal of the Company.
- 16.2 The bidders are advised to submit their bids complete in all respect. Clarification(s) on the bids may be sought by the Employer from time to time, if so desired by the Employer, at its sole discretion.
 - 16.3 Bidders will not be allowed to revise the quoted prices on their own, after the deadline for submission of bid.
 - 16.4 The Employer reserves the right to itself to postpone and/or extend the date of receipt or to withdraw the Bid notice, without assigning any reason thereof, entirely at its discretion. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever.
 - 16.5 Bidders are advised to fill in the Annexures/ Formats/ Forms / Schedule of quantities and

Prices in respect of each and every item by strictly following the instruction, foot notes etc., to facilitate the Employer in speedy evaluation of bids. Failure to do so may prevent the Bid from being considered by the Employer.

- 16.6 Vague and ambiguous replies and replies such as "Refer covering letter, conditions of Bid etc." shall be avoided. Such replies shall be deemed to be incomplete and may prevent the Bid from being considered by the Employer.
 - 16.7 The bidders in their own interest are advised to be very careful while mentioning their rates in price bid in "Schedule of Quantities & Prices".
 - 16.8 The supplies/work covered by this Bid specification shall be executed strictly in accordance with the conditions specified in the General / Special Conditions of Contract and other conditions specified in various sections of this Bid document. If any of the aforesaid condition is not clear to the Bidder, clarification may be sought from the Employer before submission of bids. Bidders are advised to accept all the conditions specified in the Bid Document to facilitate early finalization of bids. Separate set of commercial conditions (such as Bidder's standard printed conditions) enclosed with the offer and any reference thereto may render the Bid liable to summarily rejection.
- The Bidder shall submit rate analysis of quoted price if so desired by the Employer
- 16.9 Price bid of bidders, whose techno-commercial bids are not considered acceptable to the Employer, will not be opened.
 - 16.10 The decision of the Employer is final and binding in this regard.
 - 16.11 Bidders are requested to submit their offer strictly in line with terms and conditions of tender specification, otherwise bid may be rejected. Bids will be received in electronic form only. Bids submitted manually shall not be accepted.
 - 16.12 Conditional offers are liable for rejection.
 - 16.13 Mere downloading of Bid document by prospective Bidder shall not be constructed that such a bidder automatically fulfils the prescribed eligibility criteria. Whether the bidder meets the specific eligibility criteria or not, shall be checked or ascertained, on opening their bids by scrutinizing documentary evidences furnished by them along with their bid.

D. Submission of Bids

17.0 Sealing and Marking of Bids

17.1 Marking of offline Submission:

The envelope containing hard copy of documents shall be marked as follows:

The envelope shall be super-scribed as

Hard Copy of documents for ".....".³

17.2 The inner and outer envelopes containing hard copy of documents shall;

- a. be addressed to UJVN Limited at the address provided in the Bidding Data;
- b. bear the name and identification number of the tender as defined in the Bidding Data; and
- c. provide a warning not to open before the time and date for bid opening, as specified in the Bidding Data.

³ e.g.- **ELECTRO-MECHANICAL (E&M) WORKS PACKAGE OF, DEHRADUN, UTTARAKHAND**

17.3 In addition to the identification required in ITB Sub-clause 9.3 and 9.4, the envelopes shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB Clause 18 and to identify pursuant to ITB Clause 19.

17.4 If the envelopes are not sealed and marked as above, UJVNL Limited will assume no responsibility for the misplacement.

18.0 Deadline for Submission of Bids

18.1 Bids must be uploaded by the Bidder on the portal and no later than the deadline for bid submission is:

Date:

Time: hours.

18.2 Hard copies of the bids shall be submitted before hours on

18.3 The Employer may, at its discretion, extend this deadline for submission of bids by amending the tender documents in accordance with ITB Sub-Clause 7.3, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

19.0 Late Bids

19.1 Online submission of the bid will not be permitted on the portal after expiry of submission time and the Bidder shall not be permitted to submit the same by any other mode. Similarly, hard copies of the Offline documents, if received by the Employer after the deadline for submission of Bids prescribed in Invitation for Bids (Notice Inviting e-Tender), then it will be considered as 'Late Bid' notwithstanding the fact that the Bidder has uploaded the bid online within the stipulated deadline. In such a case, the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. The hard copy (offline documents) shall be returned to the bidder unopened

20.0 Alternative Bids

20.1 Alternative bids shall not be considered.

21.0 Deviations, Reservations, & Omissions and Determination of responsiveness

21.1 During the evaluation of bids, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the Tender Document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

21.2 Although the Employer commands sole discretion on the decision regarding determination of the bid's responsiveness, however same shall be based on the contents of the bids itself.

21.3 A substantially responsive Bid is one that meets the requirements of the Tender Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) if accepted, would
 - i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract;



- or
- ii) limit in any substantial way, inconsistent with the Tender Documents, the Employer's rights or the Bidder's obligations under the Contract; or
 - b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

21.4 The Employer shall examine the technical aspects of the bid submitted in accordance with the tender/ bidding document, in particular, to confirm that all requirements as per tender/ bidding document, have been met without any material deviation or reservation, or omission.

21.5 If a bid is not found substantially responsive to the requirements of Bidding Documents by Employer, it may be rejected.

22.0 Modification, Substitution and Withdrawal of Bids

22.1 The Bidder may modify, substitute, or withdraw his bid after its submission but in any case before the official deadline for submission as per the provisions at the portal.

22.2 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 15. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD, pursuant to ITB Sub-Clause 14.6.

22.3 If after final submission of Bid and before the scheduled closing time for Bid submission a Bidder wishes to make changes in its Bid, it can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the Bidder acknowledging the deletion. The Bidder will be able to save and submit its new Bid again. If a Bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing

If after final submission of Bid and before the scheduled closing time for Bid submission a Bidder wishes to withdraw its bid, it can do so by clicking the "Withdraw Bid" option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit its Bid against the same tender.

The bidders shall also note that online submission of Techno-commercial Proposal and the Financial Proposal with supporting documents and offline submission of certain original documents shall be allowed only up to closing time of online bid submission and offline submission respectively. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any stage.

E. Bid Opening and Evaluation

23.0 Opening of Bids by Employer

23.1 Bid opening date and time shall be specified in NIT or can be extended through corrigendum/ Addendum/ Amendment. Bids cannot be opened before the specified date and time.

23.2 The bid opening location shall be as follows:

.....

23.3 UJVN Limited will open the Bids, Part I (Technical Bid) in the presence of Bidder's designated representatives who choose to attend, at the time, date and location as specified in Bidding Data/ NIT or any extension thereof. In the event of the specified date or amendment, if any, for the submission of Offline documents being declared a holiday for the Employer, the hard copy of the documents will be received upto the specified time on the next working day. Similarly, in the event of the specified date or amendment, if any, for opening of bid declared a holiday for the Employer, the bids shall be opened at the appointed time and location on the next working day. However, the date and time for online submission of the Bids shall continue to be the date and time specified or amended, if any.

23.4 Initially, the 'Technical Bid' shall be opened and the 'Price Bid' of only those bidders whose Technical bid is acceptable to the Employer shall be opened online subsequently.

The date of opening of Part II (Price Bid) shall be intimated separately to all the Techno-commercially responsive bidders. Price Bids of Techno-commercially responsive bidders shall be opened on due time, date and place as specified in invitation letter by UJVN Limited. Price Bids of the Bidders whose Bids not found Techno-commercially responsive shall not be considered for opening and shall be sent unopened to 'Archive' and shall not be considered at all any further. At the time of opening, all important information and any such other details as UJVN Limited may consider appropriate, will be announced by UJVN Limited.

23.5 Technical Bid (Part-I) shall be opened one at a time, and the following shall be read out and recorded:

- a. the name of the Bidder;
- b. the presence of tender document & analysis fee;
- c. the presence of Earnest Money Deposit; and
- d. Any other details as the Employer may consider appropriate.

Only Technical Bids read out and recorded at bid opening shall be considered for evaluation. No Bid shall be rejected at the opening of Technical Bids except for late bids, in accordance with ITB Sub-Clause 19.

24.0 Clarification of Bids

24.1 During bid evaluation, the Employer may, at its discretion, ask any Bidder for clarification of its bid. The request for clarification and the response shall be through letter/ e-mail but no change in the price or substance of the bid shall be sought, offered or permitted except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB Clause 25.4.

24.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer request for clarification, his bid shall be evaluated on the basis of information already available and may be rejected.

25.0 Preliminary Examination of Bids

25.1 All the opened bids shall be downloaded and printed for taking up evaluation. Officer Inviting Tender shall sign on each page of the documents downloaded and furnish a certificate that the documents as available in the e-procurement portal for the tender have been downloaded.

25.2 The Officer Inviting Tender shall take up evaluation of bids with respect to the qualification information and other information furnished subject to confirmation of the instruments towards "Tender Document & Analysis Fee" and the EMD by the issuing institutions.

25.3 The Employer will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been

furnished, whether the documents have been properly signed, and whether the bids are generally in order. The Employer will, thereafter check and ascertain whether the bidder fulfills the Eligibility Criteria and other requirements specified under ITB Clause 4. The Bids submitted by the Bidders who meet the Eligibility Criteria set under ITB Clause 4 shall only qualify for consideration and further techno-commercial evaluation by the Employer.

- 25.4 The Price Bid duly filled in excel sheet in conformity with the tender specification shall be uploaded on the portal only. Unit of Measure (UOM) is indicated in the BOQ. The BOQ is to be filled in by filling rates of the items to be filled in by the Bidder. The calculation of amount by multiplying the quantities with the rates filled in by the bidder, sub-totals, total etc. shall be done by formulae already provided in electronic form. In case of any discrepancy in the calculations, the rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Where ever prices for items is left blank, in the BOQ, it shall be deemed to have been included in other items. Confirmation in respect of correction of errors to be sought only from the Lowest Evaluated Bidder, in case these corrections do not change the inter-se position of the Bidders. In case these corrections change the inter-se position of the Bidders, then confirmation shall be sought from those Bidders, whose inter-se position get changed on account of these corrections. If the Bidder does not accept the correction of errors as above, its bid will be rejected.

- 25.5 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clauses 26 and 27.

If any discrepancy is found between the Hard Copies of the online documents viz. DD towards cost of bid document & DD / BG towards Bid Security, Power of Attorney etc. and scanned copy of same uploaded online which tantamount to fraudulent practice by the bidder, then the online bid shall be liable for rejection.

- 25.6 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionality's 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.

- 25.7 No deviation whatever, to the following conditions of the Bidding Documents is permitted:

- a) Governing Law (Clause 5.0 of GCC)
- b) Settlement of Dispute (Clause 6.0 of GCC)
- c) Defect Liability Period (Clause 26.0 of GCC)
- d) Earnest Money Deposit (Clause 14.0 of ITB)
- e) Liquidated Damages (Clause 25.3 of GCC)
- f) Validity of the offer (Clause 15.0 of ITB)
- g) Performance Security (Clause 12.3 of SCC)
- h) Patent Indemnity (Clause 28 of GCC)
- i) Technical Guarantees (Various clause of PTS)
- j) Limitation of Liability (Clause 29 of GCC)
- k) Price Adjustment (Clause 11.2 of GCC)
- l) Terms of Payment (Clause 12 of GCC)

Bids adhering to deviations to above clauses shall be treated as non-responsive and shall be rejected.

- 25.8 Bidders wishing to propose deviations to any of the provisions other than those mentioned above in ITB Clause 25.7, must provide in the Attachment-6 without cost of withdrawal and in Attachment 6A of the bid with cost of withdrawal of such deviations. If such deviations are not priced, cost of withdrawal of such deviations shall be treated as 'NIL'. The evaluated cost of the bid shall include, in addition to the costs described in ITB Clause 27, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provisions.

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw these deviations listed in Attachment 6 and Attachment 6A at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected. 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.

- 25.9 If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 25.10 The Bid shall also be examined / evaluated on National Security and Defence considerations of the country where the Site is located. The Employer reserves the right to set aside / reject the Bid on these considerations.

26.0 Technical Evaluation

- 26.1 The Officer Inviting Tender shall evaluate bid and finalize list of responsive bidders who are technically qualified with respect to bid Part-I (Technical Bid).

The Bidder is expected to submit all the relevant documents with the bid. After the receipt of confirmation of the bid security, the bidder may be asked in writing to clarify on the documents provided in the technical bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during the technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non-submission of legible documents may render the bid non-responsive which may be rejected.

- 26.2 The bidders will respond in not more than seven days (or as notified by the Officer Inviting Bids) of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.
- 26.3 Technical evaluation of all bids shall be carried out as per information furnished by bidders. But evaluation of the bids does not exonerate bidders from checking their original documents at the later date. If the bidder is found to have misled the evaluation through wrong information, action as per the existing departmental/ Government of Uttarakhand rules shall be taken against the bidder.
- 26.4 The Employer will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the
- a. overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid; suitability of the Facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

- b. achievement of specified performance criteria by the Facilities.
 - c. type, quantity and long-term availability of Specified and Recommended spare parts and maintenance services
 - d. any other relevant factors, if any, listed in the Bid Document or that the Employer deems necessary or prudent to take into consideration.
- 26.5 The determination shall be based upon examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, and following may also (if required) be performed:
- a) Verification of past performances
 - b) Inspection of Bidder's works
- 26.6 Bids offering guaranteed values of ⁴ below minimum values as specified in the tender/ bidding document shall be treated as the ones with major material deviation and shall be notified to withdraw the same within stipulated period. If the bidder fails to withdraw such deviations within notified period, the bid shall be rejected. However, bids offering such values higher than the minimum guaranteed figures shall not be given any additional benefit in the price evaluation.

An affirmative determination of above evaluations shall be a pre-requisite for the opening and evaluation of a Bidder's Price Bid. A negative determination shall result into the disqualification of the Bid.

27.0 Commercial Evaluation

- 27.1 Commercial evaluation shall be done on the basis of the evaluated prices of the Facilities offered by each Bidder. Such evaluated prices shall include the Ex-works / CIF prices of Plant & Equipment including Specified spares, Tools & Instruments, cost of transportation upto Project Site Including Port clearance, Port charges & Insurance, all installation and other services required under the Contract and as mentioned in Price Schedules along with applicable Taxes & Duties after taking into account the correction of arithmetical errors as per ITB Clause 25.4. The evaluated comparative prices will also include the costs resulting from application of the evaluation procedures described in ITB Sub-Clause 27.3.
- 27.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos. 1, 2, 3,..... the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.3 and in the Technical Specifications:
- a. the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in Attachment 6A to the bid.
 - b. the functional guarantees of the Facilities offered.
- 27.3 Pursuant to ITB Sub-Clause 27.2, the following evaluation methods will be followed:
- a) Contractual and commercial deviations
- The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this bidding document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in Attachment 6A of the bid will be used.

⁴ Mention the equipment- such as turbine (viz. rated efficiency, weighted average efficiency, rated load capacity, cavitation guarantee etc.)

b) Time schedule (program of performance)

The plant and equipment covered by this bidding are required to be shipped and installed, and the Facilities shall have the commissioning completed within the period mentioned in Section VI-SCC Clause 2 after the effective date specified in the Contract Agreement. Bidders are required to submit the Time Schedule in Appendix 4. Bidders are required to base their prices on the time schedule mentioned in Appendix 4 to the form of Contract Agreement (Time Schedule). No credit will be given for earlier completion. Bids offering a completion date beyond the maximum designated period shall be rejected.

c) Recommended Spare parts, Recommended Tools & Instruments and Optional Items

The price of recommended spare parts quoted in Price Schedule No. 5 shall not be considered for evaluation

d) Functional Guarantees of the Facilities⁵

i) 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.

ii) For the purposes of evaluation, the adjustments specified below shall be effected to the bid price:

- **Turbine**

The bid of bidder quoting guaranteed weighted average efficiency less than% as per Clause no. of Section IX-Particular Technical Specifications (PTS) shall be considered as non-responsive. No benefit shall be given during evaluation for efficiency greater than%.

- **Generator**

The bid of bidder quoting guaranteed weighted average efficiency less than % as per Clause no. of Section IX-Particular Technical Specifications (PTS) shall be considered as non-responsive. No benefit shall be given during evaluation for efficiency greater than%.

- **Bus-duct (if applicable/required)**

Bidder shall guarantee the total loss on average length of m of each Bus-duct. During evaluation, equalization of losses shall be made as follows:

Differential of total loss quoted by the bidder vs minimum total loss quoted by other bidder (if applicable)	Equalization Value (in INR /kW)*
Total Loss	

* for fraction of KW the value shall be calculated on pro-rata basis

⁵ Include in tender for E&M Works as per applicability/ for HM Works or other works this part may be excluded or modified)

Total equalization of bids shall be considered times (for all bus-ducts) of the above result.

- **Generator Transformer (GSU) (if applicable/ required)**

The bid of bidder quoting guaranteed weighted average efficiency less than% as per Clause no..... of Section IX-Particular Technical Specifications (PTS) shall be considered as non-responsive. During evaluation, Capitalization of losses shall be made in case efficiency shall be more than%. Capitalization of losses (for the offered GSU between% and above) for each GSU shall be carried out as follows:

Differential of losses quoted by the bidder vs minimum loss quoted by other bidder (if applicable)	Capitalization Value (in INR /kW)*
Differential No load Loss	
Differential Load Losses	
Differential Auxiliary Losses	

* for fraction of KW the value shall be calculated on pro-rata basis

- **132/220/440 kV XLPE Cable (if applicable / required)**

Bidder shall guarantee the total loss on average length of m of each kV XLPE Cable. During evaluation, equalization of losses shall be made as follows:

Differential of total loss quoted by the bidder vs minimum total loss quoted by other bidder (if applicable)	Equalization Value (in INR /kW)*
Total Loss	

* for fraction of KW the value shall be calculated on pro-rata basis

Total equalization of bids shall be considered for complete length of cable to be supplied.

- **GIS System (if applicable / required)**

Bidder shall guarantee the total loss in the GIS System. During evaluation, equalization of losses shall be made as follows:

Differential of total loss quoted by the bidder vs minimum total loss quoted by other bidder (if applicable)	Equalization Value (in INR /kW)*
Total Loss	

* for fraction of KW the value shall be calculated on pro-rata basis

Bidders shall quote guarantees for all the above equipment in the prescribed GTP of respective equipment compulsorily in Section X- Technical Data Sheets (TDS). Documents and calculation in support of the quoted guarantees shall be furnished along with bid. In absence of supporting documents, the quoted guarantees shall not be considered and the bid will be equalize on maximum quoted loss among the bidders.

e) Work, services, Facilities etc., to be provided by the Employer

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

- 27.4 The Package shall be evaluated as a whole and the evaluation of the bids shall be done on total quoted prices for the total Package as per BOQ_XXXX: Schedule of Quantities & Prices. Bid prices quoted by Bidders shall remain unaltered.

- 27.5 The Bidders shall quote the rates in designated column of rates in excel sheet of BOQ. The Bidders shall only fill the cell which are required without affecting the other cells of the Excel sheet of BOQ.

The calculation of amount by multiplying the quantities with the rates, sub-totals, total etc. shall be done by formulae already provided in the Excel sheets.

The Lowest Price (L1) and the Highest Price shall be determine from the total price reflected in the Grand Summary of the BoQ for each bidder plus provisions as per ITB Sub-Clause 27.3 (if any).

In case of any discrepancy in the calculations in the BOQ of L1 bidder, the correction shall take place by considering the quantity provided in the tender document and rates provided by the Bidder.

- 27.6 If a Bid is not substantially responsive, it will be rejected by UJVNL Limited, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

- 27.7 All the bidders shall be informed, about their status of qualification/ disqualification/ Techno-commercial responsiveness, through e-procurement portal/ e-mail.

- 27.8 If the bid of the successful bidder is seriously unbalanced or front loaded in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security deposit set forth in SCC Clause 11.3 be increased at the expense of the successful Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

28.0 Confidentiality

- 28.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process.

- 28.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

29.0 Contacting the Employer

- 29.1 From the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.

- 29.2 Subject to ITB Clause 24, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.

- 29.3 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.

F. Award of Contract

30.0 Award Criteria

- 30.1 Subject to ITB Clause 31, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid after e- tendering. The Employer may request the substantially responsive lowest evaluated Bidder to attend the Pre-award discussions/Post Tender Negotiation (PTN), if required.
- 30.2 The Employer may request the Bidder to withdraw any of the deviations listed in Attachment 6 to the winning bid, at the price shown for the deviation in Attachment 6A to the bid. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer.
- 30.3 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract.
- 30.4 The mode of contracting with the successful bidder will be as per stipulation outlined in relevant Clause of SCC and briefly indicated below:

In the case of successful Bidder, the award shall be made as follows:

- a. First Contract: For Ex-works supply and CIF/CIP supply, if any, including Custom duty and applicable taxes of all equipment and materials including Specified spares and Tools & Instruments identifying separately the CIF/CIP and EX-Works components of the Supply.
- b. Second Contract: For providing all services i.e. inland transportation & transit Insurance for delivery at Site, unloading, storage, handling at Site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the "First Contract" and any other services specified in the Contract Documents including applicable taxes & duties.

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

- 30.5 Canvassing in any form or any approach, official or otherwise, by the Bidder to influence the consideration of his bid shall render the bid liable to summarily rejection.
- 30.6 The Evaluated price after e- tendering arrived at in terms of ITB Clause 27 shall be considered for the comparison and evaluation of the bids. However, for the purpose of award of work the lesser of the total price quoted by the Bidder as per 'price bid' or the evaluated price as per ITB Clause 27 shall be considered.

31.0 Employer's Right to Accept Any Bid and to Reject Any or All Bids

- 31.1 The Employer reserves the right to accept or reject any bid, or cancel /withdraw invitation to Bid for any reason including National security and Defence conditions, and annual the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders. However, the bidder (s), who wish to seek reasons for such decision of cancellation/rejection, shall be informed the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

32.0 Notification of Award

- 32.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by e-mail, to be confirmed in writing by registered letter, that its bid has been accepted. The Notification of Award will constitute the formation of the contract.

- 32.2 Upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34, the Employer will promptly return/discharge the EMD to each unsuccessful Bidder, if applicable.
- 32.3 "The unsuccessful Bidders shall also be informed simultaneously about their status of Bids".

33.0 Signing the Contract Agreement

- 33.1 After notifying the successful Bidder that its Bid has been accepted, the Employer will prepare the Agreement in the form provided in the Bidding Documents, incorporating all agreements between the parties. The Employer and the successful Bidder shall sign the Contract Agreement provided in the bidding documents within a period of 28 days and the contract shall be signed in three originals (two for Employer and one for Contractor). The Contractor shall provide to the Employer 25 sets of the Contract after its execution, free of charges.
- 33.2 Upon issue of Letter of Acceptance as per ITB Clause 32 hereof, the Employer/UJVNL Limited will notify the other Bidders that their Bids have been unsuccessful.

34.0 Performance Security, Additional Performance Security, Corporate Guarantee

- 34.1 After the receipt of notification of award from the Engineer of-Contract, the successful Bidder shall furnish the Performance Security and Additional Performance Security & Corporate Guarantee (if applicable) before signing the Contract in accordance with the conditions of contract, especially conditions defined at Clause 12.3 of Section-VI - Special Conditions of Contract.
- 34.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money.

35. Appeals

- 35.1 A Bidder aggrieved by an order passed by the Employer pursuant to Clause 32 of ITB may complain within prescribed time of the publishing of the notice inviting bid in the portal prescribed by the Government. If the aggrieved Bidder is not satisfied with the decision of the Employer, then such Bidder may appeal to prescribed appellate authority within the manner indicated in the Grievance Redressal Portal of Uttarakhand.
- 35.2 The decision of the appellate authority shall be final and legally binding on both parties.

SECTION IV – QUALIFICATION CRITERIA (QC)

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SBD FOR E&M/HM WORKS

SECTION IV – QUALIFICATION CRITERIA (QC)

1.0 General

Bid is invited on '*National Competitive Bidding*'/ '*International Competitive Bidding*' basis and Bidders *from India* fulfilling the following criteria are eligible to participate in the bidding process.

- 1.1 Bidder shall be a natural person, private entity, government-owned entity or, any combination of these in the form of Joint Venture (JV) of not more than 2 partners (including lead partner).
- 1.2 All information should be submitted in English.
- 1.3 Failure to provide information which is essential to evaluate the Bidder's qualifications may result in disqualification of the Bidder.
- 1.4 Bids from those bidders who have not paid the Tender and Analysis fee, EMD and submitted other documents as per Tender Document shall not be considered.
- 1.5 The bidder(s) shall include the following information and documents with their bids in, Qualification Information unless otherwise stated:
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit on behalf of Bidder. Additional information as sought in the prescribed Eligibility Forms;
 - b. Work experience to demonstrate meeting the criteria stipulated in Eligibility Form -1, ... The specific experience shown in the Eligibility Forms shall be supported with certificate(s) from the Owner/Employer/ Client of the concerned work.
 - c. Information on financial criteria stipulated in ITB clause 2 shall be furnished in Eligibility Form-2. Certified documentary evidence in support of the financial criteria shall be submitted to ascertain bidder's fulfilling the financial criteria.
 - d. Other requisite information shall be furnished in Eligibility Form- 5 & 6.
- 1.6 The Employer may impose certain restrictions on the foreign companies participating in any form and their employees in view of the National Security, in the Project situated in the sensitive region and border areas. The Employer shall obtain clearance of Govt. of India regarding security implications prior to qualification of such company.

The Employer would evaluate and determine the optimum number of foreign employees required to be deployed at the works site, being awarded or sub-contracted to a foreign company, keeping in view the requirements of works, location and technical necessities. The number of foreign employee would be kept to the minimum and shall be limited to only technical/supervisory staff. The foreign company shall provide the details of foreign nationals (passports details, job profile/expertise, location and duration of stay etc.) proposed to be engaged at Site.

Further, bidders from countries which share land border with India shall comply with the provisions of " Restrictions under Rule 144(xi) of the General financial Rules (GFRs) 2017 " dated 23.07.2020 and subsequent clarifications, as indicated below:

- 1.6.1 Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority {i.e Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade(DPIIT), Govt. of India} . However, the said requirement of registration will not apply to bidders/sub- contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development

projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids.

Further the successful bidder shall not be allowed to sub-contract supplies/ services/ works to any "Subcontractor" from a country which shares a land border with India (except to which the Government of India has extended line of credit or in which the Government of India is engaged in development projects as mentioned in Order Public Procurement No. 2 dt. 23.07.2020 or its subsequent revisions/amendments) unless such Sub-contractor is registered with the competent Authority{Registration Committee constituted by the Dept of Promotion of Industry and Internal Trade (DPIIT), Govt. of India}.

Bidders have to submit certificate in accordance with Attachment 20 of Section XI- Forms and Procedures. As per said order, if such certificate(s) given by a bidder whose bid is accepted is found to be false, this would be a ground for termination and further legal action in accordance with law.

A bidder is permitted to procure raw material, components, sub- assemblies, etc. from the vendors of countries sharing a land border with India without getting registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT, as it is not regarded as "sub-contracting". However, in case a bidder proposes to supply finished goods procured directly/indirectly from the vendors of the countries sharing land border with India, such vendors will be required to get registered with the Competent Authority, i.e. Registration Committee constituted by DPIIT.

- 1.6.2 "Bidder" for the purpose of above referred order (including the term 'tenderer', 'consultant', 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies) , every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 1.6.3 "Bidders from a country which shares a land border with India" mentioned in para above means;
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An Indian (or other) agent of such an entity; or
 - e. A natural person who is a citizen of such a country; or
 - f. A joint venture where any member of the joint venture falls under any of the above.
- 1.7 The Bidder should not be under order of debarment or removed from empanelled/registered list by any Employer from participating in a Bid, as on the last date of submission of Bids.
- 1.8 Any contract of the Bidder should not have been terminated during the last 36 months from the last date of submission due to non-fulfillment of contractual obligations as evidenced by imposition of a penalty by any Employer or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder.
- 1.9 Bidder should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Employer to

provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Works to be executed under this Notice Inviting Bids.

1.10 The Bidder should have the following:

- a. Registration under the applicable law for establishing their legal business identity.
- b. Active Registration under the Goods and Service Tax (GST) Act.
- c. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
- d. Registration with Employees Provident Fund Organisation under EPF and Miscellaneous Provisions Act, 1952.

2.0 Qualification Criteria

The qualification will be subject to Bidder's fulfillment of the Qualification Criteria set and stipulated hereunder, substantiated by authentic and relevant information and details. Additional information in support of their claims of achievements may be furnished in any form of their device and design. The Bidder(s) who wish to apply for Tender for the aforesaid work must satisfy the following qualifying criteria:

3.0 Criteria

3.1 Financial Capacity of Bidder

3.1.1 Turnover

The Bidder should have achieved a minimum average annual financial turnover (based on financial statement) over the last 5 (five) financial years amounting to **INR Crore (In Indian Rupees ... in words.... only)**⁶ duly certified by statutory auditor/practicing CA, signed and stamped along with the Membership and UDIN.

OR

In case Bidder is using the credentials of proposed manufacturer who has given authorization to the Bidder then the Bidder should have achieved a minimum average annual financial turnover (based on financial statement) over the last 5 (five) financial years amounting to **INR Crore (In Indian Rupees ... in words.... only)**⁷ duly certified by statutory auditor/practicing CA, signed and stamped along with the Membership and UDIN.

Bidder shall submit the annual report comprising audited Balance Sheets, Profit & Loss Accounts, the schedules and other financial statement of the immediately preceding Five (5) years ending 31st March of the previous financial year from the date of opening of the Bid, for evaluating the financial capability of the bidder.

Note: Base year to be considered as the FY in which the tenders are invited. Financial turnover of previous years shall be given a weightage of 5% per year to bring them to the price level of the FY in which the tenders are invited.

3.1.2 Profitability

The Bidder should have earned profits (before taxes) in three (3) out of five (5) preceding years, however, the Bidder should have earned profit in the Financial Year immediately preceding year ending 31st March of the previous financial year from the date of opening

⁶ 30% of the estimated cost

⁷ 40-80% of the estimated cost as per GoU SBD for Goods and to be judiciously decided by OIB

of the Bid. Bidder is required to submit the certified and audited relevant documents establishing the requirements.

3.1.3 Net Worth

Current Net Worth of the Bidder should be positive, duly certified by the statutory auditor of the bidder. The Net Worth shall be calculated based on paid-up Capital + Premium + Free Reserves + Unallocated balance Surplus amount of Profit & Loss Account, less a) Expenses not written off b) Loss in Profit & Loss Account if not reduced from the Reserve & surplus. Revaluation Reserve, Capital Reserve and amount of Intangible Asset like goodwill etc. shall not be considered while calculating the Net Worth.

3.1.4 Liquidity Position

The liquidity position of Bidder shall be assessed based on Bidder's Current Assets and Current Liabilities. The Current Ratio as specified below shall be greater than or equal to **1.5 (one and half)** during at least three (3) out of five (5) preceding years.

$$\text{Current Ratio} = \frac{\text{Current Asset}}{\text{Current Liabilities}} \geq 1.5$$

3.1.5 Working Capital

Bidders should have minimum working capital (current assets minus current liabilities) of **INR Crores⁸** as evident from the immediately preceding financial year as per the audited balance sheet duly certified by the statutory auditor of the bidder/practicing CA, signed and stamped along with the membership and UDIN.

For this purpose, current assets and current liabilities will be considered as classified in the audited balance sheet for the year ending 31st March of the previous financial year from the date of opening of the Bid. In case current assets and / or current liabilities are not classified separately in Audited Balance Sheet, a certificate from Statutory Auditor / Certified Public Accountant carrying out the Statutory Audit, for current assets and / or current liabilities, as the case may be, clearly defining the items considered for the same, should be enclosed. However, trade payables shall be a part of current liabilities. In case there is a shortfall in the Working Capital as per this, the unutilized Cash Credit Limits sanctioned to the Bidder by the Banks/Financial Institutions of international repute shall be considered to meet the shortfall.

The statement displaying Cash Credit limits should not be more than 45 days old as on the last date for submission of bids and should be certified by the Auditor/Practicing CA (with the membership and UDIN) of the Bidder.

3.1.6 Specific Financial Requirement for proposed Work

Bidder is required to fully meet the following criteria:

Experience of having successfully completed similar works during last **Seven (7)⁹** years ending the last day of month previous to the one in which the Bid is invited (*Base year to be considered as the FY in which the tenders are invited. Values of previous years shall be given a weightage of 5% per year to bring them to the price level of the FY in which*

⁸ 10% of the estimated cost including taxes

⁹ Officer Inviting Bid (OIB) must assess the requirement as per the current market, for availability of equipment. e.g. Unit capacity above 250 MW with performance (as may be deemed fit) may not be available within the last 7 year. OIB for wider participation & competition may increase the above duration after due approval from Competent Authority.

the tenders are invited, if required, prorata percentage shall be used to bring the value for the present month) should be either of the following:

- Three 'Similar Work' each costing not less than the amount equal to **Rs. Crore¹⁰ (without Taxes) (INR in words.....)**.
OR
- Two 'Similar Work' works each costing not less than the amount equal to **Rs. Crore¹¹ (without Taxes) (INR in words.....)**.
OR
- One 'Similar Work' each costing not less than the amount equal to **Rs. Crore¹² (without Taxes) (INR in words.....)**.

'Similar Work': The Bidder must have supplied, installed, tested & commissioned (*name of equipment/ system for which tender is invited e.g. turbine / generator / HM gate etc*) for any Hydro Power Project (Project) [*or for the Project for which tender is invite e.g. Solar/Thermal/others*]. In support of above, bidder should provide notarized copy of Completion and Performance certificate from the date of commissioning issued by Purchaser/ Owner.

For such works with payment received in other than INR shall be converted in INR by adopting the Exchange rate between that Currency and INR as prevailing on the completion date mentioned in the completion certificate and if month of completion is mentioned in the Completion Certificate, then the exchange rate of last working day of the Month shall be taken. The value of work in INR or converted into INR as above from the currency other than INR shall be enhanced by 5% simple rate per annum up to the date of Bid Opening.

Note: As per Clause 1.4, 3c of Chapter 1- Introduction to Procurement of Works (Page 5) issued by Department of Expenditure, Ministry of Finance, GoI: "Composite contracts may involve mixed elements of Goods, Works, and Services. For example, in the Procurement of large machinery, some works and services like Installation, Commissioning, Training, Annual Maintenance Contract (AMC) or a Comprehensive Maintenance Contract (CMC), and so on may be incidental to the supply of goods. The relationship of primacy between the goods element and the works/ services element may be examined, irrespective of the relative values. A possible alternative approach could be to have separate but linked contracts for such elements of Goods, Works, and Services, but implementation may become challenging. If the primary objective is the Procurement of goods with services/ works being incidental to it, it may be processed as procurement of Goods. However, if the primary objective is Procurement of Works/ services with Procurement of goods being incidental, then it should generally be processed as Procurement of works/ services (as the case may be), irrespective of the relative values." Estimation of E&M part of new hydro-electric project is prepared based on CEA guidelines, wherein, E&C charges are 8% and transportation charges are 6% of the supply part. Therefore, more than 85% of the component of EPC tender for E&M Part is supply component.

Considering the above provision, for all procurement where the supply part is more than or equal to 85% in the estimate, clause 3.1.6 shall not be included in that tender. However, for procurement of nature like capital maintenance or annual maintenance where supply part is less than 85%, shall include the above provision. Financial Capability of Bidder shall be assessed through turnover, profitability, networth, liquidity position, working capital and Bid capacity as per clause no. 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5 and 3.1.7 respectively for procurement of goods in compliance to the provision of GoU SBD.

¹⁰ 40% of estimated cost without taxes

¹¹ 50% of estimated cost without taxes

¹² 80% of estimated cost without taxes

3.1.7 Bid Capacity

The available Bid Capacity of the bidder (as on last date of bid submission), calculated as under should not be less than **INR Crore**¹³.

Available Bid Capacity = $2.0 \times A \times N - B$,

Where;

- A = Maximum value of works executed in any one year during last 5 years ending 31st March of the previous financial year from the date of opening of the Bid (5% weightage per year shall be given to bring the value of work executed on present month price level in which the bid shall be opened, if required, prorate percentage shall be used to bring the value for the present month).
- N = Number of years prescribed for completion of the subject Contract Package (i.e., $N = (\text{Completion Period in months})/12$) (period of 6 months to be taken as (1/2) half-year and more than six months as one year)
- B = Value of existing commitments (at the end of previous quarter of bid submission) and ongoing works to be completed in the next ' $(\text{Completion Period in months})/12$ ' years.

Notes:

1. For conversion to INR, the exchange rate (s) prevailing on the last date of bid submission shall be considered.
2. The Eligibility Form-4A & 4B are to be duly filled up and got certified by CA/CMA/Public Certified Accountant in this regard

3.2 Technical Capability of Bidder

3.2.1 General Experience

Experience as prime contractor or as partner in a Joint Venture or Sub-Contractor approved by the Employer of executing large **Electromechanical / Hydromechanical/ Tender Specific** Contract value of INR **(40% of estimate value of tender)*** (equivalent or more) in last **seven* (7)**.

In support of above, bidder should provide notarized copy of work orders along with completion certificate.

** Refer Foot Note 8 for Clause 3.1.6 and escalation criteria as per 3.1.1 to bring it at present value.*

3.2.2 Specific Technical Experience

Successful experience, either by the Bidder itself or by the proposed manufacturer(s) **(specify the items for which authorization is required)** who have given authorization to the Bidder in required format in design, manufacturing, erection, testing & commissioning of the following items and / or works in preceding **seven* (7)** years for:

Specify the specific requirements related to equipment of unit size/ system /equipment / hydro-mechanical gates etc for which the tender is being invited. 80% of the requirement shall be considered

In support, Bidder should provide notarized copy of Performance/ Successful operation certificate for atleast **(specify the number of years)** years from the date of commissioning issued by Purchaser/ Owner of the equipment.

** Refer Foot Note 8 for Clause 3.1.6*

Note:

¹³ Equal to estimated value

1. Experience of supervision of erection, testing and commissioning activities shall also be considered at par with own experience of erection, testing & commissioning of E&M equipment.
2. The evaluation of bidder's specific technical (Clause 3.2.2) and financial experience (Clause 3.1.6) for a work executed on JV basis shall be based on his role and scope of work in such joint ventures. To establish his role and scope of work in such Joint Ventures contracts, the bidder(s) shall provide documentary evidence such as JV agreement/contract of the work to the extent of experience claimed by him. In case the quantum of work as per experience certificate does not match with the scope of work as defined in the JV agreement, then the experience credentials shall be considered as per the experience certificate issued by the employer/client.
3. In case scope of work of individual partners is not clearly defined in the JV agreement then credential of bidder being partner in a JV shall be decided in the following manner: -
 - a. Where specific experience certificate in respect of individual JV partners is available, the same shall be considered to the extent of work executed by such JV partner.
 - b. Where specific experience certificate is not available, or experience certificate is issued in the name of JV, the evaluation shall be done in the following manner: -
 - i. In case the participation/profit sharing percentage of bidder as per JV agreement is at least 35%, full credit of the work executed by the JV shall be given to such bidder.
 - ii. In case the participation/profit sharing percentage of bidder in JV agreement is less than 35%, no credit of work executed under such JV shall be given to such bidder.

In case both participation share and profit-sharing ratio are available in the JV Agreement, participation share shall prevail.
4. For the portion of work executed through a manufacturer, full experience for that portion of work can be claimed by the Bidder as well as manufacturer for fulfilling criteria for valuation of Bidder's specific experience.

3.2.3 Quality Assurance

The Bidder should have his own Quality Assurance System (for respective scope) adequate for designing, manufacturing, installing, testing & commissioning of the *Electro-Mechanical / Hydro-mechanical (choose for which tender is to be invited)* equipment conforming to international standards such as ISO 9001, and certified by internationally acceptable organization. Details of Quality Assurance System shall be elaborated in Bid and copy of his Quality Policy shall also be submitted along with the Bid.

3.2.4 Equipment

The Bidder should own or have assured access to the key items of manufacturing and erection equipment in full working order and shall give an undertaking that based on known commitments; they will be available for use, in the proposed contract. The bidder should list such key equipment and indicate how he proposes to arrange these in the Eligibility Form-6.

4.0 JOINT VENTURE BIDDERS:

- 4.1 Joint Venture bids shall comply with the following minimum qualifying requirements:
 - i) The number of partners in the joint ventures not to exceed two (02) with one of the partners designated as Lead Partner.

- ii) The lead partner to fully meet the following:
 - General experience criteria as specified in para 3.2.1,
 - Average annual turnover not less than the extent of lead partner share in that JV, of the criteria specified in para 3.1.1
 - Profitability, Liquidity Position, Working capital criteria as specified in Para 3.1.2, 3.1.4 and 3.1.5 respectively
 - Specific Experience Criteria for the Critical Component¹⁴ as specified in para 3.2.2
- iii) The other partner to individually meet the following requirements:
 - Average annual turnover not less than the extent of partner share in that JV, of the criteria specified in para 3.2.1,
 - Specific experience Criteria for the Component¹⁵ as specified in para 3.2.2
- iv) All the partners of the joint venture to individually fulfil the Net Worth criteria as specified in para 3.1.3.
- v) All the partners of the joint venture to collectively fulfil the Specific Financial Requirement criteria as specified in para 3.1.6.
- vi) The joint venture to collectively satisfy, as a whole, the financial as well as the technical requirements specified.
- vii) The 'Bid Capacity' as specified in para 3.1.7 should be satisfied by individual partner of Joint Venture in proportion to their participation share of works in Joint Venture.
- viii) The parties shall be required to form the JV before Submission of Bids which shall be evinced by submitting a copy of the JV agreement already entered into for the purpose. The JV agreement should contain role & responsibility of each constituent, the proposed participation share of each partner along with the item of work to be executed by each partner. It shall also be brought out in the JV agreement that in case the contract is awarded to the JV, each partner of the JV shall be responsible for execution of that item of work for which he claims to have specific experience. The Format of Joint Venture agreement is enclosed as Form-2B of Section XI-Forms and Procedures.
- ix) The lead partner of the JV should have at least 51% share and other partner should have at least 26% share.

5.0 BIDDERS WITH MANUFACTURERS:

Bidders are allowed to participate by associating the manufacturers i.e. specific experience requirement can be met through proposed manufacturers and the criteria to be met by such bidder company shall be as follows:

- i) Proposed Manufactures may have experience of its own or in case the Manufacture is 'Subsidiary Company' of some other entity then

If the 'Subsidiary Company' is using the technical and / or financial experience of any other Subsidiary Company / Group Company / Parent Company, then following documents is required to be submitted along with the Bid:

- Under taking / Indemnity by 'Parent Company' for implementation and performance of the project evincing full support for the technical and financial requirements of the 'Subsidiary Company' and commitment to take up the work itself in case of non-performance by the Subsidiary Company in

¹⁴ To be defined

¹⁵ To be defined

the event of award of the Work to the Bidder to which the Authorization is given by 'Subsidiary Company'. (Annexure-I to Attachment-10)

The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.

- ii) The bidder himself to fully meet the following:
 - General experience criteria specified in the document by himself or through proposed manufacture; however, bidder himself should have general experience in the field specified in the document or in the field of other Infrastructure Projects (Power, Railways, Aviation, etc) ,
 - All criteria mentioned under Financial Capacity as per Clause 3.1
 - For Clause 3.1.6 financial standing of the bidder shall be checked on the work he has completed in either field specified in the document or in any other infrastructure project,
 - Specific Experience criteria for the critical component..... *(name of equipment to be mentioned)* shall be checked for supply/ works of proposed manufacturer(s).
- iii) The number of manufacturers not to exceed two (2) for meeting the specific experience criteria for *(name of equipment to be mentioned)*.
- iv) The proposed manufacturer(s) should submit separate undertakings that the manufacturers shall be responsible for execution of that item of work i.e. for which they claim to have specific experience.
- v) The bidder and his proposed manufacturer(s) should collectively satisfy as a whole all the specified experience requirements.
- vi) The Bidder / Manufacturer shall submit Performance Bank Guarantee equivalent to 5% of value of Work (as per Manufacturer Authorization) in addition to the Performance Bank Guarantee for whole contract submitted by the bidder on award of Work (as per Form-2C of Section XI-Forms & Procedures).
- vii) In case work is awarded to Bidder based on the technical experience of the Manufacturer (who has given authorization to Bidder), the Manufacture and Bidder shall enter into separate tripartite agreement with Employer as per Form-13C of Section XI- Forms & Procedures.

6.0 Other General Requirements

- 6.1 In case of a Bidder, formed after merger and/or acquisition of other companies, past experience and other credentials of the merged/acquired companies will be considered for qualification of such Bidder provided such a Bidder continues to own the requisite assets and resources of the merged/acquired companies needed for execution and successful implementation of the work package put to the tender.
- 6.2 If the Bidder Company is a Subsidiary Company and applies for qualification on the unconditional technical and financial strength of the Parent/Holding Company, the same shall be considered provided the Parent/Holding Company commits to sign a Separate Agreement with UJVN Limited (as per Proforma enclosed at Form-13 A or 13B of Section XI-Forms and Procedures, as the case may be) confirming full support for the General, Specific and Financial requirements of the Subsidiary Company and commits to take up the works itself in case of non-performance by the Subsidiary Company in the event of award of the works to the Bidder Subsidiary Company. An undertaking by the Parent/ Holding Company to this effect shall be submitted along with the bid (as per Proforma enclosed at Form-12 of Section XI-Forms and Procedures. A Subsidiary Company intending to qualify on the strength of Parent/ Holding Company shall not be allowed to participate as a 'Sub-Contractor / Sub-Vendor.

For the purpose stated herein above in this clause, 'Parent Company' shall mean the 'Holding Company' owning majority (more than 50%) shares of such Bidder (Subsidiary)

Company. Similarly by extension of this interpretation, if “A” is owned by a ‘Holding Company’ “B” which in turn is owned by another ‘Holding Company’ “C”, then “C” is construed as the ‘Parent Company’ of “A” as well and so on. An apex ‘Parent Company’ may own number of independent Subsidiary / Group Companies and if any of these Subsidiary / Group Company commits assured support and unhindered access to its assets and resources to another Subsidiary / Group Company (Bidder in this case for this specific tender) under the same apex ‘Parent Company’ then technical and financial experience of such Subsidiary / Group Company shall be considered for qualification of the Bidder (Subsidiary Company) provided such commitment is evidenced / authorized and guaranteed by the apex ‘Parent Company’.

If the ‘Subsidiary Company’ is using the technical and / or financial experience of any other Subsidiary Company / Group Company / Parent Company then following documents is required to be submitted along with the Bid:

- Under taking / Indemnity by ‘Parent Company’ for implementation and performance of the project evincing full support for the technical and financial requirements of the ‘Subsidiary Company’ and commitment to take up the work itself in case of non-performance by the Subsidiary Company in the event of award of the Work to the Subsidiary Company.

The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.

In case Bidder Company (Subsidiary Company) gets qualified and awarded the work package, the Parent/ Holding Company will be required to furnish an additional performance bank guarantee of value equivalent to 5 (five) percent of the Contract Price or portion of work (Where the Subsidiary Company is Joint Venture Partner) as the case may be (as per Proforma enclosed at Form-2(B) of Section XI- Forms & Procedures), in addition to normal Performance Bank Guarantee to be submitted by the Bidder Company to the Employer besides entering into a separate Agreement (as per Proforma enclosed at Form-13A or 13B of Section XI-Forms and Procedures, as the case may be). The experience of subsidiary companies of the Parent/ Holding Company will be considered experience of the Parent/ Holding Company.

However, for fulfillment of financial criteria, financial evaluation vis a vis the requirement as stipulated above shall be done on the basis of consolidated printed annual report for the immediately preceding 5 (five) year of the Parent Company/Apex Parent Company submitted by the bidder along with the bid.

- 6.3 All pending litigation shall be treated as resolved against the Bidder and so shall in total not represent more than 50% percent of the Bidder’s net worth.
- 6.4 The Bidder against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started, shall not be eligible for bidding. The same shall also be applicable to the bidder company who has taken unconditional technical and/or financial support from their Parent/Holding Company, against whom proceedings for insolvency under the Insolvency and Bankruptcy Code 2016, or as amended from time to time, have started. Self- declaration in this regard is to be submitted as per Proforma enclosed at Attachment-12 of Section XI-Forms and Procedures.

List of Eligibility Forms

Eligibility Form No.	Detail
1	General Information
2	Financial Data
3(A)	Technical Data
3(B)	Particular Experience Record
3(C)	Details of Completed and current Contracts of Similar Nature and Complexity
3(D)	Experience Record:
3(E)	Experience Record:
4(A)	Works executed
4(B)	Current Contract Commitments / Works in Progress
5	Quality Assurance
6	Equipment Capabilities

Eligibility Form 1**General Information**

<i>Name of Bidder</i>

All Bidders are requested to complete the information in this form.

Where the Bidder proposes to associate manufacturer(s) for any item(s) of equipment costing in excess of 10% of whole works, the following information should also be supplied for such manufacturer(s).

1	Name of firm:	
2	Head Office Address:	
	Country:	
3	Telephone Fax Telex	Contact Person Name Title / Position
4	Place of incorporation /registration Date	
5	Legal Status of firm	Field of specialty in business
6	Nationality of majority of owners or share holders	Number of management executives ----- Persons
7	Number of permanent employees:	Engineers: Factory Workers: Non-Engineering:
8	Name of place of major factories:	
9	Quality assurance system in major factories	Certified by:

Date

Signature.....

Eligibility Form 2**Financial Data**

<i>Name of Bidder</i>

Bidders should provide financial information to demonstrate that they meet the requirements stated in the Qualification Criteria. Each Bidder must fill in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited balance sheets should be attached.

Banker	Name of Banker		
	Address of Banker		
	Telephone		Contact Name and Title
	Fax		

1. Annual Turnover

The information supplied should be the annual turnover of the Bidder in terms of amounts billed to clients for each year in the last five (5) years ending 31st March of the previous financial year from the date of opening of the Bid, converted to INR at the rate of exchange at the end of year reported. Bidder needs to enclosed testimonials, certificates and publicity material with the Bid.

Fiscal Year	Turnover (unit)	INR Equivalent

Fiscal year begins on in each calendar year.

2. Summarize actual assets and liabilities in INR equivalent (at the rates of exchange current at the end of each year) for the previous five years. Based upon the known commitments, summarize projected assets and liabilities in INR equivalent for the next two years.

Financial information in INR equivalent	Actual: Previous five year					Projected: Next two years	
	1	2	3	4	5	6	7
Total Assets							
Current assets							
Total Liabilities							
Current Liabilities							
Profit Before Tax							
Profit after Tax							
Net Worth							

Specify proposed sources of financing to meet cash flow demands of the project, net of current commitments.

Source of Financing	Amount (INR equivalent)
1	
2	
3	

Note: The Bidder shall attach the following documents:

- Financial statement (i.e. Balance Sheet, Profit & Loss account along with Annual report) for last five years. Firms owned by individual, and partnerships may submit the balance sheets certified by a registered accountant, and supported by copies of tax returns, if audits are not required by the laws of their country of origin.
- Certificate to the effect that the Bidder has not defaulted at any stage in the repayment/ debt servicing with any financial institution.
- Copy of latest income tax return.
- Copy of documentary evidence in support of source of Financing.

Date.....

Signature.....

SBD FOR E&M/HM WORKS

Eligibility Form 3A**Technical Data**

Name of Bidder

General Experience

Experience of *Electro-Mechanical / Hydro-mechanical/ any other work (as per requirement)* works in reference to this tender in the last *Seven* (7)* years to demonstrate the Bidder's business experience should be listed in separate sheets in a form as shown below:

No.	Name of Project	Country	Bidder's own works done	Role of Bidder (Prime contractor or lead partner in JV)	Contract period Mo/yr to mo/yr	Bidder's contract price (INR equiv.)*
1						
2						
3						

* @..... (Exchange rate as on date of award of contract.)

Date.....

Signature.....

Note: Please attach detailed data sheet wherever possible.

Eligibility Form 3B**Particular Experience Record**

Name of Bidder

Summary – Completed Contracts of Similar Nature & Complexity

Name of Project (reported on Form 3A)	Country	Name of Contract	Contractor's Role (Lead partner or otherwise)	% Share in the JV	Contract value in INR*	Year of Scheduled Completion / actual completion
1						
2						
3						
4						

* @ (Exchange rate as on date of award of contract)

Note: Please attach detailed data sheets, outstanding developments / significant achievements of the Company wherever possible.

On a separate page, using the Eligibility Form 3D and 3E, each Bidder is requested to list all contracts experience as specified in Clause 3.2 of this section, undertaken and completed in past. The values should be based on the currencies of the contracts converted to INR, at the date of completion. The particular experience should include the following:

(Please specify the critical equipment for which tender has been invited. E.g. Turbine, Generator, Hydro-mechanical gates, etc)

Date.....

Signature.....

Eligibility Form 3C**Details of Completed and current Contracts of Similar Nature and Complexity**

Name of Bidder

Use a separate sheet for each contract. Copy of Taking Over Certificate/Performance Certificate in respect of each completed contract should be attached.

Dimensions and design heads of the works should be summarized in 3D and 3E.

1	No..... (in Form 3D or 3E)	Installed Capacity:.....(MW) No. of Units.....
	Name of Project	
	Country	State / Province
	Name of River	
2	Name of Employer	Address
3	Name of Contract:	
4	Nature of works (<i>e.g. Turbine, Generator, gates etc</i>) and special features (site conditions, design, etc.) relevant to the contract for which the Bidder is submitting the Bid.	
5	Contract Value:	Equivalent INR:
	Currency:	Share of Bidder:
6	Time period as per the Contract document (years & months)	Date of award:
		Date of completion:

Note: Please attach detailed data sheet wherever applicable.

Date.....

Signature.....

Eligibility Form 3DExperience Record: **Equipment 1 (e.g. Francis Turbine)**

Name of Bidder

No.	Name of Project	Country	Installed Capacity (MW)	Rated Output (MW)	Rated Head (m)	Runner Diameter (mm)	Rated Speed (rpm)	Name of manufacturer
1								
2								
3								
4								
5								
6								
7								
8								

(The above table shall be changed according to the requirement of the Equipment 1)

Date.....

Signature.....

Note: Bidder shall provide the documents to establish the correctness of the data to be filled in this form.

Eligibility Form 3E**Experience Record: *Equipment 2 (e.g. Salient Pole Synchronous Generator)****Name of Bidder*

No.	Name of Project	Country	Installed Capacity (MW)	Rated Output (MVA)	Rated Voltage (kv)	No. of Poles	Rated Speed (rpm)	Name of manufacturer
1								
2								
3								
4								
5								
6								
7								
8								

(The above table shall be changed according to the requirement of the Equipment 2)

Date.....

Signature.....

Note: Bidder shall provide the documents to establish the correctness of the data to be filled in this form.

Note: OIB may included more forms as per requirement for critical equipment.

Eligibility Form 4 (A)**Works executed**

To be certified by CA/ Cost & Management Accountant (CMA)/Certified Public Accountant (CPA)

Name of Bidder

Bidders should provide information on all the works that have been executed during last three (3) years ending 31st March of the previous financial year from the date of opening of the Bid.

Year	Sl. No.	Description of work	Contract No. & Date	Contract Value (In INR)	Value of executed work during the year (In INR)
Year 1					
	Total=				
Year 2					
	Total=				
Year 3					
	Total=				

It is certified that the above information/data are complete, true and correct in all respect as per our records. In case any of the above information/data is found to be false, untrue, misleading or misrepresenting or based on any corrupt or collusion or fraud or coercive practices, our bid may be considered summarily rejected and we may be considered for banning of business dealings as per the policy stated in bid document.

Date

Signature _____

Eligibility Form 4(B)

Current Contract Commitments / Works in Progress
To be certified by CA/ Cost & Management Accountant (CMA)/Certified Public Accountant (CPA)

Name of Bidder

Bidders should provide information on their current commitments on all Contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for ongoing works to be completed in the next *(Completion period in months/12)* years from last date of bid submission.

Name of Contract and Country	Stipulated date of completion as per Contract	Contract value (In INR)	Value of balance work/ existing commitment as on bid submission date (In INR)	Estimated completion date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
Total	-----	-----		-----

It is certified that the above information/data are complete, true and correct in all respect as per our records. In case any of the above information/data is found to be false, untrue, misleading or misrepresenting or based on any corrupt or collusion or fraud or coercive practices, our bid may be considered summarily rejected and we may be considered for banning of business dealings as per the policy stated in bid document

Date

Signature _____

Eligibility Form 5**Quality Assurance**

<i>Name of Bidder</i>

Bidder should provide the information on his Quality Assurance System and site Organization proposed by him.

- A. Description on Bidder's Quality Assurance System**
- B. Site Organization Chart**
- C. Narrative description of Site Organization Chart**
- D. Description of relationship between Head office and Site Management**

Date.....

Signature.....

Eligibility Form 6**Equipment Capabilities**

Name of Bidder

The Bidder should provide list of all major equipment for manufacturing and erection, which he or the manufacturer (s) proposed by him would propose to use them for the Contract, in separate sheets in a form as shown below:

List of Proposed Equipment:

Sl. No.	Name of Equipment	Capacity or production rate	Nos. of unit	Year of manufacture	Current location	Estimated or purchase price (in INR)

Date

Signature

SECTION V - GENERAL CONDITIONS OF CONTRACT (GCC)

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SBD FOR E&M/HM WORKS

SECTION V - GENERAL CONDITIONS OF CONTRACT (GCC)

A. Contract and Interpretation

1.0 Definitions

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

“Adjudicator” means the person appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties.

“Commissioning” means operation of the Facilities or any part thereof by the Contractor, for which operation is to be carried out by the Contractor as provided in GCC Sub-Clause 24.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Completion” means that the Facilities (or a specific part thereof where specifically mentioned) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed and commissioning has been attained as per Technical Specifications.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in GCC Sub-Clause 16.3.4.

“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“Contract Price” means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement as mutually agreed as per GCC Clause 38 (Change in the Facilities), subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for transportation, 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.

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GCC Sub-Clause 16.3 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Contractor” means the person(s) or corporate body whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“Day” means calendar day of the Gregorian calendar.

“Defect Liability Period” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in GCC Clause 26 (Defect Liability) hereof.

“Effective Date” means the date from which the Time for Completion shall be determined as stated in Article 3.1 (Effective Date for Determining Time for Completion) of the form of Contract Agreement.

“Employer” means the UJVNL Ltd., UJJWAL, Maharani Bagh GMS Road, Dehradun-248006, Telephone (0135) 2763808 and includes the legal successors or permitted assigns of the Employer.

“Engineer” means either Engineer Of-Contract or Engineer In-Charge or their authorized representative.

“Engineer Of-Contract” means the person appointed by Employer in the manner provided in GCC Sub-Clause 16.1 (Engineer Of-Contract) hereof and named as such in the GCC to perform the duties delegated by the Employer.

“Engineer In-Charge” means the person appointed by the Employer in the manner provided in GCC Sub-Clause 16.2 (Engineer In-Charge) hereof and named as such in the GCC to perform the duties delegated by the Employer.

“Facilities” means the Plant and Equipment to be supplied and installed, included but not limited to, all the Installation Services including design, fabrication, manufacture, supply, transportation, erection, testing and commissioning to be carried out by the Contractor under the Contract.

“GCC” means the General Conditions of Contract hereof.

“Guarantee Test(s)” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees under GCC Clause 27 (Functional Guarantees) specified in the Technical Specifications in accordance with the provisions of GCC Sub-Clause 24.2 (Guarantee Test) hereof.

“Installation Services” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; included but not limited to, transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), repair of items installation, testing, Pre-commissioning, commissioning, the provision of operations and maintenance manuals, training, etc. as the case may be.

“Law” means and includes all enactments, regulations National/State Laws or any regulation, ordinance or by-law of any local or other duly constituted authority, or the introduction of any such Laws, regulations or by-laws the enactment, coming into effect, adoption, promulgation, amendment, modification or repeal (without re-enactment or consolidation) in India/Uttarakhand of any Law, including rules and regulations framed pursuant to such Law.

“Month” means calendar month of the Gregorian calendar.

“Notification of Award/ Letter of Award or Acceptance” means a letter from the Employer conveying the acceptance of the tender/offer subject to such terms, conditions or reservations as may have been stated therein.

“Operational Acceptance” means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor’s fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of GCC Clause 27 (Functional Guarantees) hereof and shall include deemed

acceptance in accordance with GCC Clause 24 (Commissioning and Operational Acceptance) hereof.

“Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.

“Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 7.3 hereof), but does not include Contractor’s Equipment.

“Pre-commissioning” means the testing, checking and other requirements specified in the Technical Specifications mentioned in the Contract that are to be carried out by the Contractor in preparation for Commissioning as provided in GCC Clause 23 (Completion) hereof.

“SCC” means the Special Conditions of Contract.

“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.

“Subcontractor,” including vendors, means any person 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, and includes its legal successors or permitted assigns.

“Specified spare parts” shall have the same meaning as “Mandatory spare parts” and vice versa.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) including Taking Over is to be attained in accordance with the stipulations in the relevant provisions of the Contract.

“Year” means 365 days

2.0 Contract Documents

- 2.1 Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) as mentioned in Article 1 [Article 1.1 (Contract Documents) and Article 1.2 (Order of Precedence)] of Contract Agreement are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.

3.0 Interpretation

3.1 Language

3.1.1 All Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the Contract shall be construed and interpreted in accordance with that language.

3.1.2 If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation.

3.2 Singular and Plural

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;
- c) provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing;
- d) the word “tender” is synonymous with “bid,” “tenderer,” with “bidder,” and “tender documents” with “bidding documents,” and
- e) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

3.2.1 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor be taken into interpretation of any clause under GCC.

3.3 Persons

Words importing persons or parties shall include natural persons, firms, company, corporations and government entities.

3.4 Entire Agreement

The Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.5 Amendment

No amendment or other variation of the Contract shall be effective unless it is mutually agreed in writing by both the Parties, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto and the same will be part of the Contract.

3.6 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.

3.7 Joint Venture

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

The status of the Joint Venture will be determined on the basis of the nationality of the lead partner i.e. if the lead partner is an Indian bidder, the Joint Venture shall be treated

as an Indian bidder and if the lead partner is a Foreign bidder, the Joint Venture shall be treated as Foreign bidder.

3.8 Non-Waiver

3.8.1 Subject to GCC Sub-Clause 3.8.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting extension 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.

3.8.2 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 specifically mentioning the GCC clause to which it is being waived and duly addressed to other Party in accordance with the GCC Clause 4 (Notice).

3.9 Severability

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

3.10 Country of Origin

"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

3.11 Successors and Assigns

The Contract is binding upon and confers benefits to the Parties and their respective successors and permitted assigns.

3.12 Delegation

The Employer may delegate any of its duties and responsibilities to other person except to the Adjudicator after notifying the Contractor and may revoke any delegation after notifying the Contractor.

4.0 Notices

4.1 All communications and notices to be given either of the Party to other Party in connection with rights and obligations of both the Parties under or pertaining of the Contract, will be sent by registered post or email and are deemed to have been duly served if sent by registered or email on the following addresses:

To Employer(Address)
Email

To Contractor.....(Address)
Email.....

The Parties will not change their postal address or email without prior 15 days' notice to the other Party.

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

5.0 Governing Law

- 5.1 The Contract shall be governed by and interpreted in accordance with laws of India.

Amendments, if any effected by the Government (Central and/or State) to the laws shall invariably be applicable to the Contract to the extent of their applicability.

- 5.2 In case of any dispute in relation to any matter or action arising out of Contract or which may arise at any time, the courts of Dehradun, Uttarakhand (India) shall have the jurisdiction to deal with same, subject to Clause (6) hereof (Settlement of Disputes).

6.0 Settlement of Disputes¹⁶

6.1 Dispute Resolution Mechanism

- 6.1.1 Application for bringing any claim shall include the nature of dispute, reason for bringing the claim, amount of claim with detailed justification for claim amount with the relevant supporting documents. The Contractor shall be required to provide all supporting documents to the Engineer of-Contract and satisfy him about the claim.

- 6.1.2 Any claim notification shall be submitted to the Engineer of-Contract within Fifteen (15) days and claim shall be raised within Ninety (90) days from the day when the Contractor became aware of the event and circumstance giving rise to the claim.

- 6.1.3 The Engineer of-Contract shall give his decision in writing within thirty (30) days of the claim being referred to him. If the Contractor is dissatisfied with the Engineer of-Contract's decision or if the Engineer of-Contract fails to give his decision within the stipulated time of thirty (30) days, the Contractor may seek settlement of dispute through Negotiation/Mutual Consultation as per SCC Clause 2.2 after giving a prior written notice to the Engineer of-Contract.

The Contractor may not directly initiate Conciliation by the Expert Settlement Council under SCC Clause 2.3 without first attempting in good faith to settle the dispute through Negotiation/Mutual Consultation as per SCC Clause 2.2.

- 6.1.4 The Engineer of-Contract shall be required to provide reasons for accepting or rejecting a claim and to substantiate his decision with the help of relevant documents wherever possible.

6.2 Negotiation/Mutual Consultation

If the dispute is not resolved after the Engineer of-Contract gives his decision under SCC Clause 2.1.3, the claim shall be referred to the Engineer of-Contract's next higher authority within Fifteen (15) days from the date of the claim is denied by the Engineer of-Contract by way of a notice in writing, and a meeting shall be convened at next higher level wherein authorized representatives of both Parties shall discuss all issues. All the issues shall be discussed and Parties shall try to negotiate with a view to reconcile the disputes and look for solutions in good faith.

The process shall be completed within sixty (60) days of receipt of written notice.

6.3 Conciliation by Conciliator/Expert Settlement Committee (ESC)

¹⁶ DAR Provision as per OM No. 2904/UJVNL/01/MD/C-18 dated 01.09.2020 shall be adhered to according to the value of Contract

If any Party is not satisfied with the decision reached or where no decision is reached, the aggrieved party may, in the next fifteen (15) days from the date of recommendation/decision by the said higher authority, or within fifteen (15) days of the completion of sixty (60) days of receipt of the written notice when no decision has been reached, refer its claim for conciliation by an Expert Settlement Committee (ESC). Such invitation for conciliation shall be in writing and shall contain sufficient information regarding the dispute to enable the other Party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

If the other party rejects the invitation, there will be no Conciliation proceedings. During concurrency of Conciliation proceedings, either of the parties shall not invoke the disputes in any other forum or Court of law.

- i) An ESC shall consist of 3 members wherein one member shall be nominated by the each Party and the third member shall be nominated by the above two nominated members.
- ii) If ESC is not appointed until the request for conciliation is initiated, the Engineer of-Contract shall initiate the case for appointment of ESC within a week from receiving the proposal for conciliation. After appointment of ESC the Engineer of-Contract will notify the same to the Contractor.

The Party seeking conciliation shall submit its claim to the appointed ESC, and serve a copy of claim to other Party, within a period of fourteen (14) days from the date of appointment of ESC.

The other Party shall submit its counter claim to the ESC, and served a copy of counter claim to first Party, within a period of fourteen (14) days from the date of receiving the claim of first Party.

Parties shall file their rejoinder/additional documents, if any, in support of their claim/counterclaim within next fifteen (15) days. No documents shall be allowed thereafter, except with the permission of ESC.

Depending on the volume of work and the claim amount involved, ESC shall be free to take assistance of persons with the requisite technical know-how during the conciliation proceedings.

The Parties shall file their claim and counter-claim in the following format

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

S.N.	Description of Claims/Counter Claims	Amount (INR)	Relevant Contract Clause

- e) Details of Claim(s)/Counter Claim(s)
- f) Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of the Contract.
- g) Other relevant information with respect to claim/dispute.

Note: Statement of claim shall be restricted to maximum limit of 20 pages.

The Parties shall be represented by their in house employees. No Party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of the Contractor. The Parties shall not claim any interest on claims/counter-claims from the date of notice invoking conciliation till execution of settlement agreement, if so arrived at between the Parties through conciliation. In case, the Parties are unable to reach a settlement, no interest shall be claimed by either Party for the period from the date of notice invoking

conciliation till the date of recommendations by ESC and thirty (30) days thereafter in any further proceeding.

ESC shall conclude its proceedings within a maximum number of 10 meetings and give its recommendations within 180 days from its first meeting. ESC shall give its recommendations to both the Parties recommending possible terms of settlement.

ESC may grant variation in the time limits mentioned for various steps to be taken by either Party during proceedings of conciliation, if it finds that genuine reasons/grounds exist. The ESC may also, with the consent of the Employer, extend the number of meetings in exceptional cases.

Fee of ESC shall be decided by the Employer, subject to the condition that it shall not exceed the fee schedule given in Schedule-IV of the Arbitration & Conciliation Act 1996 & subsequent amendment. The cost of conciliation proceedings, including but not limited to fees for Chairman & members of ESC, cost towards air/train/car travel, Local transport, fooding & lodging, conference facility etc., as per convenience of ESC members, shall be paid equally by both the Parties to the dispute and as determined by the Employer from time to time.

If the Parties reach an agreement during the conciliation proceedings, a Settlement Agreement under section 73 of the Arbitration & Conciliation Act 1996 & subsequent amendments thereto, shall be signed within fifteen (15) days of the such agreement between the parties and the same shall be authenticated by the ESC.

The Parties shall be free to terminate conciliation proceedings at any stage as provided under the Arbitration & Conciliation Act 1996 & subsequent amendments thereto. The Parties shall keep confidential all matters relating to the conciliation proceedings. Parties shall not rely upon them as evidence in DRB or court proceedings.

In case the decision of ESC is not acceptable to any of the Party, the aggrieved Party shall refer the claim to DRB for Dispute Resolution within 45 days of the decision of the ESC. However, such decision regarding non-acceptance shall be a time bound decision within 45 days from the receiving of decision of ESC.

6.3.1 Procedure to be adopted by ESC in case of settlement agreement

During the conciliation process, if it appears to ESC that there exist elements of settlement, which may be acceptable to both the Parties, it shall formulate terms of possible settlement & submit it to the Parties for their observation.

The settlement agreement shall be finalized and agreed by both the parties.

After signing of settlement agreement between the Parties, the provision of Section-74 of Arbitration & Conciliation Act 1996 & subsequent amendment thereto, shall apply.

Engineer of-Contract shall take necessary action as per provision of settlement agreement and agreed payment shall be released.

No dues and other details shall be provided by the Contractor towards full and final settlement of the claim under the agreement, prior to release of payment.

6.4 Dispute Resolution Board (DRB)

6.4.1 Constitution of DRB

DRB shall consist of 03 members selected from panel of experts approved by the Employer.

Members of the DRB shall be nominated by the Employer, before or after the Contract has been entered into between the Parties. If the DRB is not constituted by the Employer before any dispute arises, then either Party may, during continuation of the Contract or after completion of the Works, request the Engineer of-Contract for constituting the same. However, such a request cannot be made after 03 months have passed since the Final Payment was made.

The time line for decision by DRB on each issue, including for filing of Statement of Claims, Reply, Counter-Claims, supporting documents etc., along with the schedule of meetings, shall be fixed by the DRB in its first meeting depending on the nature of dispute and the volume of documents involved, and shall not exceed 180 days since its first meeting in any case.

The DRB is required to pass a reasoned decision in writing. The decision of the majority of the members of the DRB shall be treated as the recommendation of the DRB for the purpose of dispute resolution.

Both the Parties shall be bound under the Contract to co-operate with the DRB in all possible ways for earliest decision on the dispute. All clarifications, communications, review reports as desired by the DRB shall be submitted in a time bound manner by the Engineer In-Charge as well as the Contractor for effective resolution.

More than one claim under the Contract can be entertained by the DRB subjected to the condition that the total value of claims referred to DRB shall not exceed upper limit of 10% of the Accepted Contract Amount.

6.4.2 Procedure to be followed after the decision by DRB

On approval from the Employer, a settlement agreement shall be prepared by the Engineer of-Contract.

No dues and other details shall be submitted by the Contractor towards full settlement of the claim under the Contract, prior to release of payment, if any.

6.4.3 Cost of DRB proceedings

The cost of DRB proceedings including but not limited to fee for Chairman/DRB members, cost towards air/train/car travel, local transport, fooding & lodging, conference facility etc., shall be paid as determined by the Employer from time to time and shall be shared equally by the parties to the dispute.

6.5 Settlement of Disputes before the Court of Law

In case the dispute is not resolved through dispute resolution mechanisms under SCC Sub-Clauses 2.1, 2.2, 2.3 and 2.4, then the dispute shall be adjudicated before the court of competent jurisdiction in the State of Uttarakhand.

6.6 Pendency of Disputes

The existence of any dispute, claim or disagreement under this Agreement or the pendency of the dispute settlement or resolution procedures set forth herein shall not in and of themselves relieve or excuse either Party from its ongoing duties and obligations under this Agreement, and Contractor shall nevertheless proceed with the performance of the Works hereunder.

B. Subject Matter of Contract

7.0 Scope of Facilities

- 7.1 Unless otherwise expressly limited in the Technical Specification mentioned in the Contract, the Contractor's scope of Facilities include the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, supply, installation, Pre-commissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications in the Contract. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, works and services that will be provided or performed by the Employer.
- 7.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract and shall intimate the Employer all such work in writing.
- 7.3 In addition to the supply of Specified Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for a period of 5 (five) years. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor at the time of execution of Contract, and the price of such spare parts shall deem to be included in the bid. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts. The Contractor agrees to not claim any other costs and expenses separately for the price of spare parts and their supply.
- 7.4 The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. Other spare parts and components shall be supplied within a period of four (4) months but not later than six (6) months or in case of long lead item duration to be mutually agreed in writing between the Parties, at the time of placing the order. In addition to the aforementioned supply of spare parts, in the event of termination of the production of spare parts, the Contractor shall notify in advance in writing to the Employer of the pending termination, with twelve (12) months time to permit the Employer to procure the needed requirement from any other third party. Following such termination, the Contractor will provide to the extent possible and at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.

8.0 Time for Commencement and Completion

- 8.1 The Contractor shall commence work on the Facilities within the period specified in the Contract and without prejudice to GCC Sub-Clause 25.3 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement.
- 8.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the Contract or within such extended time granted to the Contractor under GCC Clause 39 (Extension of Time for Completion) hereof.

9.0 Contractor's Responsibilities

- 9.1 The Contractor shall design, manufacture (including associated purchases and/or subcontracting), supply, installation and completion of the Facilities as mentioned in GCC Clause 7 (Scope of Facilities) with due care and diligence in accordance with provisions of the Contract. When completed, the Facilities should be fit for which they are intended as defined in the Contract.
- 9.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Facilities as at the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility and liability for properly estimating the difficulty or cost of successfully performing the scope of Facilities.
- 9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including but not limited to, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment and spare part, if any. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under GCC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.
- 9.4 The Contractor on behalf of Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located, where it is necessary to obtain in the Employer's name as may be required by such authorities or undertakings require the Employer to obtain them in the Employer's name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract), including those specified in the Contract Agreement. The cost for above expenses shall be included by the Contractor in the price bid.
- 9.5 The Contractor shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and are binding upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all, direct or indirect, liabilities, damages, claims, fines, penalties and expenses (including legal 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 during the performance of Contract.
- 9.6 The Contractor shall supply and make available, included but not limited to, all raw materials, utilities, lubricants, chemicals, catalysts, equipment, plant and machinery, POL, other materials and facilities and shall perform all work and services of whatsoever nature required by it to properly carry out Pre-commissioning, Commissioning and Guarantee Tests under the Contract.

10.0 Employer's Responsibilities

- 10.1 The Employer shall ensure the accuracy of all information and/or data to be supplied by the Employer, except when otherwise expressly stated in the Contract.
- 10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract. The Employer shall give full possession of and accord all rights of access thereto as when required for execution of Contract.

- 10.3 If requested by the Employer, the Contractor shall use its best endeavours to assist the Employer in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.
- 10.4 Unless otherwise specified in the Contract or mutually agreed upon by the Employer and the Contractor in writing, the Contractor shall be responsible for all type of man power for successful fulfilment of the Contract, however the Employer may provide as available, operating and maintenance personnel, if any, to enable the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, and shall perform all Work and Services of whatsoever nature including those required by the Contractor, all in accordance with the provisions of the Contract Agreement at or before the time specified in the program furnished by the Contractor under GCC Sub-Clause 17.2 (Program of Performance) hereof and in the manner thereupon specified or as otherwise mutually agreed upon by the Employer and the Contractor in writing.
- 10.5 The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GCC Sub-Clause 23.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GCC Sub-Clause 24.2.
- 10.6 All costs and expenses involved in the performance of the obligations under this GCC Clause 10 (except GCC Sub-Clause 10.3) shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with GCC Sub-Clause 24.2.
- 10.7 In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined and paid based on Annexure-B to GCC by the Engineer In charge.

C. Payment

11.0 Contract Price

- 11.1 The Contract Price shall be as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement.
- 11.2 The Contract price shall be adjusted in accordance with the provisions of Appendix 2 (Price Adjustment) of Section XI-Forms and Procedures to the Contract Agreement.
- 11.3 Subject to GCC Sub-Clauses 9.2, 10.1 and 34 (Unforeseen Conditions) hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12.0 Terms of Payment

- 12.1 The Contract Price shall be paid as specified in Appendix-1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix-1.
- 12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.
- 12.3 In the event that the Employer fails to make any payment which has become due by its respective due date or within the period set forth in the Contract, the Employer shall not be liable to pay to the Contractor any additional cost or interest on the amount of such delayed payment.

- 12.4 The currency or currencies in which payments are made to the Contractor under this Contract shall be as specified in SCC of the Contract Agreement.

13.0 Taxes and Duties

- 13.1 Except as otherwise specifically provided in the Contract, the Contractor shall solely bear and pay/reimburse all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.
- 13.2 Notwithstanding GCC Sub-Clause 13.1 above, the Contractor shall solely bear and promptly pay/reimburse all customs and import duties, imposed on the Plant and Equipment and specified spares and tool & devices that are to be incorporated into the Facilities by the law of the country where the Site is located.

The Contractor shall solely be responsible for obtaining Deemed Export Benefit under the extent EXIM policy of Government of India, if any. In case of failure to receive such benefits, the Employer will not compensate the Contractor.

Further, HSN / SAC Code as mentioned by the Contractor in Attachment-17 of Section XI-Forms and Procedures shall prevail throughout the Contract and no alteration thereof is permissible during pendency of the Contract for any reason whatsoever unless otherwise specified in any other provisions of this Contract or subject to change in law.

All applicable taxes/ duties including GST and cess, if any as applicable and assessed on the Employer shall also be included in the Prices/ rates, which shall be deducted from the Contractor and deposited to the concerned authority by the Employer.

TDS wherever statutorily required under any Tax Act/ Rule shall be deducted and deposited and necessary certificate will be provided by Employer.

The above payment/ reimbursement of applicable taxes, duties, other levies and charges etc. shall be restricted to the extent of Grand Total amount mentioned in Price Schedule subject to GCC Clause 13.4 & 35. Except above, no other taxes or duties shall be reimbursed

- 13.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall extend all help to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.
- 13.4 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing on the date twenty-eight (28) days prior the last date of bid submission as mentioned in the Tender Notice / latest corrigendum in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 13.4). 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 Contract, which was or will be assessed on the Contractor, in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction therefrom, as the case may be, in accordance with GCC Clause 35 (Change in Laws and Regulations) hereof.

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.

- 13.5 The Contract Prices shall be after taking into account the Input Tax Credit and other benefits

- 13.6 Invoices and other documents submitted by Contractor for payment under the Contract shall be in accordance to the GST Law.

The Contractor shall furnish a certificate along with Invoices that GST payable by him has been deposited / will be deposited to the Govt. Treasury.

- 13.7 TCS (Tax Collection at Source)

Tax Collection at Source (TCS) under Section 206C(1H) as applicable under Income Tax Act will be ensured by the Contractor. TCS wherever statutorily required under Income Tax Act shall be deposited by the Contractor as per extant rules. After filing the required Returns to Income Tax Department, necessary TCS Certificate will be provided to Employer with in prescribed time limit so that Employer can get the credit of such TCS

- 13.8 Wherever the scope of supply involves rendering of services like installation/commissioning, training etc. along with supply of goods/materials and the value of the same has been sought separately, then the bidder should quote separate break-up for cost of goods and/or services and accordingly quote GST on the cost of goods and/or services as applicable.

- 13.9 In case, the above information subsequently proves wrong, incorrect or misleading:

- a) Employer will have no liability to reimburse the difference in the GST, if the finally assessed amount is on the higher side.
- b) Employer will have the right to recover the difference in case the rate of GST finally assessed is on the lower side.

- 13.10 Contractor shall provide all the necessary compliances/Invoice/ documents for enabling Employer to avail Input tax credit benefits, in respect of the payments of GST which are payable against the Contract. The Contractor should provide tax invoice issued under GST legislations read with the GST (Tax Invoice, Credit and Debit Notes) Rules for the Services and/or Goods.

- 13.11 The Contractor should upload the details of the invoices raised on Employer on the GST Network within the prescribed time limits as provided under GST Law and undertake to adhere to all other compliances under the GST regulations/ legislations.

- 13.12 In case any credit, refund or other benefit is denied or delayed to Employer due to any non-compliance of GST legislation by the Contractor such as failure to upload the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the Contractor, the Contractor would reimburse the loss to Employer and/or Employer may recover the same, but not limited to, the tax loss, interest and penalty.

- 13.13 An amount of 1% (present applicable rate) or as applicable of the gross value of the Contractor's running bills will be recovered/deducted towards labour welfare fund of Government of Uttarakhand. This will be applicable for civil works only.

D. Intellectual Property

14.0 Copyright

- 14.1 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 suppliers 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.

- 14.2 For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.

15.0 Confidential Information

- 15.1 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)/ Vendor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s)/ Vendor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s)/ Vendor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Clause 15.
- 15.2 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.
- 15.3 The obligation of a party under GCC Sub-Clauses 15.1 and 15.2 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.
- 15.4 The above provisions of this GCC Clause 15 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.
- 15.5 The provisions of this GCC Clause 15 shall survive termination, for whatever reason, of the Contract.

E. Execution of Facilities

16.0 Representatives

16.1 Engineer Of-Contract

Engineer Of-Contract shall mean the Officer placing the order for work to the Contractor. All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall be given to the Engineer Of-

Contract, except as herein otherwise provided. The Employer may from time to time appoint some other person as the Engineer Of-Contract in place of the person previously so appointed, and shall give a written notice of the name of such other person to the Contractor without delay. The Employer shall take all reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities.

The Engineer Of-Contract shall represent and act for the Employer at all times during the time of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract except for execution of work at Site shall be given by the Engineer Of-Contract to the Contractor in writing, except as herein otherwise provided, along with a copy to the Employer.

16.2 Engineer In-Charge

If the Engineer In-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date as mentioned in Article 3.1 of the Agreement, the Employer shall appoint and notify the Contractor in writing of the name of the Engineer In-Charge.

The Engineer In-Charge shall represent and act for the Employer at site at all times during the time of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract regarding execution of work at Site shall be given by the Engineer In-Charge to the Contractor in writing, except as herein otherwise provided along with a copy to the Employer.

16.3 Contractor's Representative & Construction Manager

16.3.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date as mentioned in Article 3.1 of the Agreement, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefor, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the procedure and timeline as aforementioned in this GCC Sub-Clause 16.3.1 shall apply thereto.

16.3.2 The Contractor's Representative shall represent and act for the Contractor at all times during the performance of the Contract and shall give to the Engineer Of-Contract / Engineer In-Charge (as the case may be) all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Engineer Of-Contract / Engineer In-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy duly authorized by Contractor's Representative by giving prior written notice to Employer or Engineer Of-Contract or Engineer In-Charge specifying the name and duration of such deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 16.3.1.

16.3.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person, expressly stating in writing the delegation of any of the powers, functions and

authorities vested in him or her along with duration for such delegation. Any such delegation may be revoked at any time by the Contractor's Representative. Any such delegation or revocation shall be subject to a prior written notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer, the Engineer Of-Contract and the Engineer In-Charge.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 16.3.3 shall be deemed to be an act or exercise by the Contractor's Representative.

16.3.3.1 Notwithstanding anything stated in GCC Sub-Clause 16.1, 16.2 and 16.3 above, for the purpose of execution of Contract, the Employer and the Contractor shall finalise and mutually agree in writing to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Coordination Procedure.

16.3.4 From the commencement of installation of the Facilities at the Site until Operational Acceptance mentioned under GCC Clause 24.3, the Contractor's Representative shall appoint a suitable person as the construction manager (hereinafter referred to as "the Construction Manager"). The Construction Manager shall supervise all work done at the Site by the Contractor, Subcontractors and its employees and shall be present at the Site throughout normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy duly authorized by Contractor's Representative by giving prior written notice to Employer or Engineer Of-Contract or Engineer In-Charge specifying the name and duration of such deputy.

16.3.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under relevant clause of GCC

The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities or entering the Site during the Contract and inform to Employer, Engineer Of-Contract and Engineer In-Charge, in writing about removal of such person.

16.3.6 If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 16.3.5, the Contractor shall, where required, promptly appoint a person as replacement and inform to Employer, Engineer Of-Contract and Engineer In-Charge, in writing about appointment of such person.

17.0 Work Program

17.1 Contractor's Organization

The Contractor shall send in writing to the Employer, the Engineer Of-Contract and the Engineer In-Charge a chart showing the proposed organization to be established by the Contractor for carrying out work on the Facilities. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date as mentioned in Article 3.1 of Agreement. The Contractor shall promptly inform the Employer, the Engineer Of-Contract and the Engineer In-Charge in writing of any revision or alteration of such an organization chart.

17.2 Program of Performance

Within twenty-eight (28) days after the date of notification of award, the Contractor shall prepare and submit to the Engineer Of-Contract a detailed program of performance of the Contract including but not limited to order of execution along with sequencing of the activities, deployment of intended resources, sequence & timing of inspection and test, taking in to account the lead time for obtaining any approvals from the Engineer Of-Contract. The detailed program of performance of the Contract shall be made in the form of the critical path method (CPM), the PERT network, MS-Project or other internationally used programme and showing the sequence in which it proposes to design, manufacture, transport, supply, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in Appendix 4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Engineer Of-Contract, but without modification in the Times for Completion given and any extension granted in accordance with GCC Clause 39, and shall submit all such revisions to the Engineer Of-Contract.

17.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GCC Sub-Clause 17.2 (Program of Performance) above, and supply a progress report to the Engineer Of-Contract and Engineer In-Charge every month.

The progress report shall be in a form acceptable to the Engineer Of-Contract / Engineer In-Charge and shall indicate: (a) percentage completion achieved compared with the planned percentage completion for each activity; and (b) where any activity is behind the program, giving comments and likely consequences and stating the corrective action being taken.

17.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 17.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Engineer Of-Contract, prepare and submit to the Engineer Of-Contract a revised program, taking into account the prevailing circumstances, and shall notify the Engineer Of-Contract of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under GCC Sub-Clause 39.1 (Extension of Time for Completion), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

17.5 Work Procedures

The Contract shall be executed in accordance with the Contract Documents and the procedures given in the section on 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 subject to prior to written consent or approval from the Employer.

17.6 Management meetings

17.6.1 Either the Employer or the Contractor may require the other to attend a management meeting by giving a fourteen (14) days' notice to other Party. The business of a management meeting shall be to review the progress achieved and the plans for remaining work and to deal with matters raised in accordance with the Early Warning procedure as per clause 17.7.

- 16.6.2 The Employer shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Contractor. The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

17.7 Early Warning

- 17.7.1 The Contractor shall warn the Employer at the of any specific likely future events or circumstances that may adversely affect the quality of the work, increase in the Contract Price, or delay in the execution of the Works within fourteen (14) days of becoming aware of any such event or circumstance. The Employer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 17.7.2 The Contractor shall cooperate with the Employer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Employer.

18.0 Subcontracting

- 18.1 Appendix 5 (List of Approved Sub-contractors / Manufacturers) to the Contract Agreement specifies major items of supply or services and a list of approved Sub-contractors against each item, including vendors. In so far as no Sub-contractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list (in adherence to criteria specified in Attachment-5B). The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Engineer Of-Contract for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Engineer Of-Contract for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.
- 18.2 The Contractor shall select and employ its Subcontractors only after approval of Engineer Of-Contract, for such major items from those listed in the lists referred to in GCC Sub-Clause 18.1.
- 18.3 For items or parts of the Facilities not specified in Appendix 5 (List of Approved Subcontractors / Manufacturers) to the Contract Agreement, the Contractor may employ such Subcontractors as it may select, at its discretion and intimate the Engineer Of-Contract about the same in writing.
- 18.4 Each Sub-contract shall include provisions which would entitle the Employer to require the Sub-contract to be assigned to the Employer under GCC 18.5 (if and when applicable), or in event of termination by the Employer under GCC 41.2.
- 18.5 If a Sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Engineer In-Charge/ Engineer Of-Contract, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.

19.0 Design and Engineering

19.1 Specifications and Drawings

- 19.1.1 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 prevailing standards of 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 Engineer Of-Contract 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.

19.1.2 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 Engineer Of-Contract.

19.2 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 only after prior written approval by the Engineer Of-Contract and shall be treated in accordance with GCC Clause 38.3 (Changes Originating from Contractor) without any cost adjustment/ implication to either Party.

19.3 Approval/Review of Technical Documents by Engineer Of-Contract

19.3.1 The Contractor shall prepare (or cause its Subcontractors/ Vendors to prepare) and furnish to the Engineer Of-Contract 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 in accordance with the requirements of GCC Sub-Clause 17.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved by the Engineer Of-Contract shall be executed only after his approval thereof.

GCC Sub-Clauses 19.3.2 through 19.3.7 shall apply to those documents requiring the Engineer Of-Contract's approval, but not to those furnished to the Engineer Of-Contract for its review only.

19.3.2 Within twenty-one (21) days after receipt by the Engineer Of-Contract of any document requiring the Engineer Of-Contract's approval in accordance with GCC Sub-Clause 19.3.1, the Engineer Of-Contract shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Engineer Of-Contract proposes. Should the Employer not give its approval/ comments within the said period of twenty one (21) days, Contractor shall serve notice on the Employer to this effect and the Employer shall give its approval/ comments within fifteen (15) days from receipt of such notice. In case such approval/ comment is not communicated within fifteen (15) days, submittals of the Contractor will be deemed to have been approved.

19.3.3 The Engineer Of-Contract shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to prevailing standards of engineering practice.

19.3.4 If the Engineer Of-Contract disapproves the document, the Contractor shall modify the document and resubmit it within fourteen (14) days to the Engineer Of-Contract's approval in accordance with GCC Sub-Clause 19.3.2. If the Engineer Of-Contract approves the document subject to modification(s) within fourteen (14) days, the Contractor shall make the required modification(s) and upon

resubmission with the required modifications the document shall be deemed to have been approved. The procedure for submission of the documents by the Contractor and their approval by the Engineer Of-Contract shall be discussed and finalised with the Contractor.

19.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Engineer Of-Contract of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred for determination in accordance with GCC Clause 6 hereof.

19.3.6 The Engineer Of-Contract's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Engineer In-Charge / Engineer Of-Contract.

19.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Engineer Of-Contract an amended document and obtained the Engineer Of-Contract's approval thereof, pursuant to the provisions of this GCC Sub-Clause 19.3.

If the Engineer In-Charge / Engineer Of-Contract requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 38 (Change in the Facilities) shall apply to such request.

20.0 Procurement

20.1 Plant and Equipment

Subject to GCC Clause 13.2, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

20.2 Employer-Supplied Plant, Equipment and Materials

If 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:

20.2.1 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 17.2 (Program of Performance), unless otherwise mutually agreed.

20.2.2 Upon receipt of such item, the Contractor shall inspect the same visually in the presence of the Engineer In-Charge (or his authorized representative) and notify the Engineer In-Charge of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 20.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

20.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under GCC Clause 26 (Defect Liability) or under any other provision of Contract.

20.3 Transportation

20.3.1 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.

20.3.2 Marine Transport

The Contractor shall arrange ocean shipment by Indian / Conference vessels through Govt. of India's forwarding agents / Coordinators. In case the forwarding agent/ Coordinators are unable to provide timely adequate space in Indian / Conference vessels, the Contractor shall arrange shipment through any available vessel to adhere to the delivery schedule given in the Contract.

20.3.3 Upon dispatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify the Employer within seven (7) days by telex, cable, facsimile or Electronic Data Interchange (EDI) of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.

20.3.4 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Plant and Equipment and the Contractor's Equipment to the Site. The Employer shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any claim, whether direct or indirect, for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Plant and Equipment and the Contractor's Equipment to the Site.

20.4 Customs Clearance

The Contractor shall, at its own expense, handle all imported Plant and Equipment and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance including liability for port charges, if any, subject to the Employer's obligations, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer by giving a prior written intimation to the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to the fault of the Employer, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GCC Clause 39 and reimbursement of any additional cost and expenses incurred by the Contractor subject to furnishing the details of such additional cost and expenses.

21.0 Installation

21.1 Setting Out/Supervision/Labour

21.1.1 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 Engineer In-Charge of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Engineer In-Charge. 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.

21.1.2 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.

21.1.3 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 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 be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.
- d. The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.
- e. The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subcontractors.
- f. 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.
- g. Persons in the Service of Employer
The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.
- h. Labor Laws
The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.
- i. Rates of Wages and Conditions of Labor
The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor. The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.
- j. Facilities for Staff and Labor Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare

facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

k. Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics. The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority. The Contractor shall send to the Engineer-In Charge, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer-In-Charge may reasonably require. The Contractor shall throughout the Contract (including the Defects Notification Period):

- (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Engineer-In-Charge's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to of Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular;
- (ii) provide male or female condoms for all Site staff and labor as appropriate; and
- (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor. The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed.

l. Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial.

m. Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Engineer In-Charge and shall submit a copy of records to the Employer and shall be available for inspection by the Engineer-In-Charge until the Contractor has completed all work.

n. Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

- o. Supply of Water
The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
- p. Measures against Insect and Pest Nuisance
The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.
- q. Alcoholic Liquor or Drugs
The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.
- r. Arms and Ammunition
The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- s. Prohibition of All Forms of Forced or Compulsory Labor
The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
- t. Prohibition of Harmful Child Labor
The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

21.2 Contractor's Equipment

- 21.2.1 All Contractor's Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Engineer In-Charge's consent which shall not be unreasonably withheld, that such Contractor's Equipment is no longer required for the execution of the Contract.
- 21.2.2 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.
- 21.2.3 The Employer will, if requested, use its best endeavours to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.

21.3 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 Engineer Of-Contract, with a copy to the Engineer In-Charge, proposed Site regulations for the Engineer Of-Contract'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.

21.4 Opportunities for Other Contractors

21.4.1 The Contractor shall, upon written request from the Engineer Of-Contract or the Engineer In-Charge, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

21.4.2 If the Contractor, upon written request from the Engineer Of-Contract or the Engineer In-Charge, 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.

21.4.3 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 Engineer In-Charge 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.

21.4.4 The Contractor shall notify the Engineer In-Charge immediately in writing of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Engineer In-Charge shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Engineer In-Charge shall be binding on the Contractor.

21.5 Emergency Work

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

21.6 Site Clearance

21.6.1 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.

21.6.2 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.

21.7 Watching and Lighting

The Contractor shall provide and maintain at its own cost and expense, any or 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. The Employer shall not be liable or the same in any manner whatsoever.

21.8 Work at Night and on Holidays

21.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Engineer In-Charge, provided that provisions of this GCC Sub-Clause 21.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

21.8.2 Notwithstanding GCC Sub-Clauses 21.8.1 or 21.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

22.0 Test and Inspection

22.1 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.

22.2 The Employer, Engineer Of-Contract and the Engineer In-Charge 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 travelling and board and lodging expenses.

22.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a (three) 3 weeks advance notice of such test and/or inspection and of the place and time thereof to the Engineer Of-Contract. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer, Engineer Of-Contract and/or the Engineer In-Charge (or their designated representatives) to attend the test and/or inspection.

22.4 The Contractor shall provide the Engineer Of-Contract and Engineer In-Charge with a certified report of the results of any such test and/or inspection.

If the Employer, Engineer Of-Contract or Engineer In-Charge (or their designated representatives) fails to attend the test and/or inspection by giving a written notice to the Contractor, or if it is mutually agreed in writing 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 shall provide the Engineer Of-Contract and Engineer In-Charge with a certified report of the results thereof.

22.5 The Engineer Of-Contract or Engineer In-Charge may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of work on the Facilities and/or the Contractor's performance of its

Other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

22.6 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 22.3.

22.7 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 Adjudicator for determination in accordance with GCC Sub-Clause

6.1 (Reference to Adjudicator).

- 22.8 The Contractor shall afford the Employer, the Engineer Of-Contract and/or the Engineer In-Charge, 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 Engineer Of-Contract / Engineer In-Charge shall give the Contractor a reasonable prior notice.
- 22.9 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/ Engineer Of-Contract or the Engineer In-Charge, nor the issue of any test certificate pursuant to GCC Sub-Clause 22.4, shall release the Contractor from any other responsibilities under the Contract.
- 22.10 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 written notice to the Engineer In-Charge whenever any such parts of the Facilities or foundations are ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.
- 22.11 The Contractor shall uncover any part of the Facilities or foundations or shall make openings in or through the same as the Engineer In-Charge may from time to time require at the Site, and shall reinstate and make good such part or parts, at its own cost and expense.

If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of GCC Sub-Clause 22.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably extended as under GCC Clause 39 to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract due to the Employer.

23.0 Completion of the Facilities

- 23.1 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 mentioned in the Contract, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.
- 23.2 Within seven (7) days of giving notice to the Employer under GCC Sub-Clause 23.1, the Contractor shall arrange for deployment of the operating and maintenance personnel for Pre-commissioning of the Facilities or any part thereof. The Employer may also deploy such personnel as per availability.
- 23.3 As soon as reasonably practicable after the operating and maintenance personnel have been arranged in accordance with GCC Sub-Clause 23.2, the Contractor shall commence Pre-commissioning of the Facilities or the relevant part thereof in preparation for Commissioning.
- 23.4 As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall commence commissioning as per procedures stipulated in "Technical Specification" and as soon as commissioning is satisfactorily completed, the Contractor shall so notify the Engineer In-Charge along with Engineer Of-Contract in writing.
- 23.5 The Engineer In-Charge shall, within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 23.4, either issue a Completion Certificate, stating that the

Facilities or that part thereof have reached Completion as at the date of the Contractor's notice under GCC Sub-Clause 23.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Engineer In-Charge 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 23.4.

If the Engineer In-Charge is satisfied that the Facilities or that part thereof have reached Completion, the Engineer In-Charge shall, within seven (7) days after receipt of the Contractor's repeated notice, issue a Completion Certificate stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's repeated notice.

If the Engineer In-Charge is not so satisfied, then it shall notify the Contractor in writing of any defects and/or deficiencies within seven (7) days after receipt of the Contractor's repeated notice, and the above procedure shall be repeated.

- 23.6 If the Engineer In-Charge fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 23.4 or within seven (7) days after receipt of the Contractor's repeated notice under GCC Sub-Clause 23.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.
- 23.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any moneys owing to the Contractor.
- 23.8 Upon Completion and handing over of the facilities or the relevant part thereof by the Contractor to the Employer, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof.

24.0 Commissioning and Operational Acceptance

24.1 Commissioning

24.1.1 Commissioning of the Facilities or any part thereof shall be completed by the Contractor as per procedures detailed in Technical Specifications mentioned in the Contract.

All raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning shall be provided by the Contractor, unless otherwise specified in the Technical Specifications mentioned in the Contract.

24.2 Guarantee Test

24.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Contractor after Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Contractor's and Employer's Representative along with advisory personnel (if any) shall attend the Guarantee Test upon receiving the written notice from the Contractor. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

24.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities

or the relevant part thereof cannot be successfully completed within the period mutually agreed upon by the Employer and the Contractor in writing, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and GCC Sub-Clauses 27.2 and 27.3 shall not apply and the Contractor shall intimate the Employer in writing about such fulfilment of obligations.

24.3 Operational Acceptance

24.3.1 Subject to GCC Sub-Clause 24.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

- a. the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- b. the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period agreed upon as specified in GCC Sub-Clause 24.2.2 above, but successful completion of the facilities has been achieved; or
- c. the Contractor has paid the liquidated damages specified in GCC Sub-Clause 25.3 hereof; and
- d. any minor items mentioned in GCC Sub-Clause 23.7 hereof relevant to the Facilities or that part thereof have been completed.

24.3.2 At any time after any of the events set out in GCC Sub-Clause 24.3.1 have occurred, the Contractor may give a written notice to the Engineer In-Charge requesting the issue of an Operational Acceptance Certificate in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

24.3.3 The Engineer In-Charge shall, after consultation with the Employer, and within twenty-one (21) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

24.3.4 If within twenty-one (21) days after receipt of the Contractor's notice, the Engineer In-Charge fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Engineer In-Charge 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.

24.4 Partial Acceptance

24.4.1 If the Contract specifies that Completion and Commissioning shall be carried out in respect of parts of the Facilities, the provisions relating to Completion and Commissioning including the 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.

24.4.2 If a part of the Facilities comprises facilities such as buildings, for which no Commissioning or Guarantee Test is required, then the Engineer In-Charge shall issue the Operational Acceptance Certificate for such facility when it attains Completion, provided that the Contractor shall thereafter complete any outstanding minor items that are listed in the Operational Acceptance Certificate.

F. Guarantees and Liabilities

25.0 Completion Time Guarantee

25.1 Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the Contract) within the Time for Completion specified in the Contract pursuant to GCC Sub-Clause 8.2, or within such extended time

to which the Contractor shall be entitled under GCC Clause 39 (Extension of Time for Completion) hereof.

25.2 Incentive

For early completion of the Contract before the stipulated date of completion, an incentive amount at the rate as mentioned below subject to maximum of% (...in words..... percent) of the Contract Price as mentioned in Article 2 (Contract Price and Terms of Payment) of Agreement, shall be payable to the Contractor. The **received** incentive benefit is required to be paid by the Contractor to unskilled, semiskilled and skilled labourer(s) those are directly involved in the execution of works for not less than twelve months. The **received** incentive benefit shall be paid to the Labourer within one week from the date receiving of incentive from Employer. The payment of incentive shall be proportionate to the amount of wages paid to respective labourer and shall be calculated as per the following formulae:

Amount of Incentive to be paid to labourer "L" = Total amount of Incentive x (Wages paid to concerned labourer "L" qualified for incentive / Total amount of wages paid to all labourers qualified for incentive).

The Contractor shall submit the eligibility along with amount to claim the Incentive benefit and upon approval of Engineer In-Charge, shall pay such incentive benefit as per above formulae to the labourer (s) and shall seek reimbursement from the Employer.

The above incentive will be reimbursed to the Contractor based on the submission of supporting details such as attendance sheet, wage sheet and certified copy of bank transfer detail to Engineer In-Charge as proof of payment made to respective labourer within 45 days of such payment or such extended period as may be agreed between Engineer In-Charge and Contractor after approval of reimbursement of incentive to Contractor.

For the purpose of this clause the relevant schedule date of completion shall correspond to original time for completion without any extension of time.

Item	Sub Clause of GCC	Data
Rate of Incentive amount	25.2	 % of the Contract Price, per day of early completion subject to a maximum of% (...in words... percent) of the Contract Price.

** Incentive or no-incentive shall be decided based on the tender requirements.*

- 25.3 If the Contractor fails to attain Completion of any milestones (Annexure-I of SCC) within the Time specified for Completion or any extension thereof under GCC Clause 39 (Extension of Time for Completion), the Contractor shall pay to the Employer Liquidated Damages (LD) in the amount computed @ one half percent (0.5 %) of the amount specified for respective Ex-works / CIF or CIP price (excluding applicable taxes / duties) of BoQ per week or part thereof of delay.

The aggregate amount of such Liquidated Damages shall in no event exceed ten percent (10 %) (Maximum) of the Contract price excluding applicable taxes / duties. Once the "Maximum" is reached, the Employer may consider termination of the Contract, pursuant to GCC Sub-Clause 41.2.2.

Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GCC Clause 39 (Extension of Time for Completion). The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this GCC Sub-Clause 25.3, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the program of work prepared pursuant to GCC Clause 17.2 (Program of Performance) shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

Any GST liability on account of levy of Liquidated Damages shall be borne by the Contractor.

25.4 LD, if any can be recovered from the retention money and from any other sum payable to the Contractor.

25.5 Acceleration

25.5.1 When the Employer wants the Contractor to finish the work of the Facilities before the Time for Completion, the Employer shall obtain in writing priced proposals for achieving the necessary acceleration from the Contractor within fourteen (14) days. If the Employer accepts these proposals, the Time for Completion shall be adjusted accordingly and confirmed in writing by both the Employer and the Contractor.

25.5.2 If the Contractor's priced proposals for an acceleration are accepted by the Employer, the same shall be incorporated in the Contract Price and treated as a Change.

26.0 Defect Liability

26.1 The Contractor guarantees 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.

26.2 The Defect Liability Period shall be Twenty-Four (24) months from the date of issue of Taking-Over Certificate by Engineer In-Charge of individual generating unit / common auxiliary post commissioning.

If during the Defect Liability Period any defect is found in the design, engineering, materials and workmanship of the Plant and Equipment supplied or of the work executed by the Contractor, the Employer shall inform Contractor in writing of finding such defect. Upon receiving the written notice about such defect from the Employer, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its own cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect and shall not claim any reimbursement of such cost from the Employer. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

- a. improper operation or maintenance of the Facilities by the Employer
- b. operation of the Facilities outside specifications provided in the Contract
- c. normal wear and tear.

26.3 The Contractor's obligations under this GCC Clause 26 shall not apply to

- a. any materials that are supplied by the Employer under GCC Sub-Clause 20.2 (Employer-Supplied Plant, Equipment and Materials), are normally consumed in

operation, or have a normal life shorter than the Defect Liability Period stated herein

- b. any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein
- c. any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GCC Sub-Clause 26.7.

26.4 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.

26.5 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 26. 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.

26.6 If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests. The tests in Character shall in any case be not less than what has already been agreed by the Employer and the Contractor for the original equipment / part of the Facilities.

26.7 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 give a written notice to the Contractor specifying the failure of the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection there with shall be paid to the Employer by the Contractor or may be deducted by the Employer from any moneys which are due the Contractor or claimed under the Performance Security.

26.8 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 replacement/repair shall have the Defect Liability Period extended by a period of Twenty Four (24) months from the time such replacement/repair of the Facilities or any part thereof or up to 48 months from the date of Taking-Over Certificate of the Facilities (or any part thereof) whichever is earlier.

26.8.1 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 a 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 26, but later.

26.9 Except as provided in GCC Clauses 26 and 32 (Loss of or Damage to Property /

Accident or Injury to Workers/ Indemnification), the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.

27.0 Functional Guarantees

- 27.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in the “Particulars Technical Specification”, Section-IX, subject to and upon the conditions therein specified.
- 27.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the “Particulars Technical Specification”, Section-IX 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 such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract pursuant to GCC Sub-Clause 41.2.2 and recover the payments already made to the Contractor.
- 27.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in the Contract Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in to the Contract Agreement is met, the Contractor shall, at the Employer’s option, either
- a. make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense within a mutually agreed time, and shall request the Employer to repeat the Guarantee Test or
 - b. pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Contract Agreement.
- 27.4 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 27.3, up to the limitation of liability specified in the Contract agreement, shall completely satisfy the Contractor’s guarantees under GCC Sub-Clause 27.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Engineer In-Charge shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

28.0 Patent Indemnity

- 28.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all, direct or indirect, suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney’s fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.

- 28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim.

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

- 28.3 The Employer shall not indemnify 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 due to its own acts 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.

29.0 Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct,

- a. Neither party shall be liable to the other party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and
- b. the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

G. Risk Distribution

30.0 Transfer of Ownership

- 30.1 Ownership of the Plant and Equipment (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant and Equipment from the country of origin to that country and upon endorsement of the dispatch documents in favour of the Employer.
- 30.2 Ownership of the Plant and Equipment (including spare parts) procured in the country where the Site is located shall be transferred to the Employer when the Plant and Equipment are loaded on to the mode of transport to be used to convey the plant and

equipment from the works to the site and upon endorsement of dispatch documents in favor of the Employer.

- 30.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.
- 30.4 Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities provided quantity of any plant or equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.
- 30.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to GCC Clause 31 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.

31.0 Care of Facilities

- 31.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to GCC Clause 23 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to GCC Clause 26 (Defect Liability). Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clauses 31.2 and 37.1.
- 31.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of
- a. (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under GCC Clause 33 (Insurance) hereof.
 - b. any use or occupation by the Employer or any third party (other than a Subcontractor) authorized by the Employer of any part of the Facilities
 - c. any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GCC Clause 38 (Change in the Facilities). If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GCC Clause 38 (Change in the Facilities), excluding the

performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GCC Sub-Clause 41.1 (Termination for Employer's Convenience) hereof, except that the Contractor shall have no entitlement to amount and profit under paragraph (e) of GCC Sub-Clause 41.1.3 in respect of any unexecuted Facilities as at the date of termination.

- 31.3 The Contractor shall be solely liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except, (i) as mentioned in GCC Sub-Clause 31.2 (with respect to the Contractor's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in GCC Sub-Clauses 31.2(b) and (c) and 37.1.
- 31.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in GCC Sub-Clause 37.1, the provisions of GCC Sub-Clause 37.3 shall apply.

31.5 Risk / Hindrance Register

The Contractor and the Engineer (Engineer In-Charge / Engineer of-Contract) shall maintain a Risk / Hindrance Register as per Annexure A of GCC. In case the Contractor or the Engineer, as the case may be, believes that any matter or event is the risk / hindrance of the other Party under a particular item of the Risk Allocation Schedule, the Contractor shall enter full particulars of the same with prior approval of the Engineer within a period of 10 days from the date of occurrence of such matter, or on the direction of the Engineer together with the grounds for such claim and the material in support thereof in the Risk / Hindrance Register. Such direction should come from the engineer within 10 days of occurrence of the event. Merely making an entry of an event in the Risk / Hindrance Register shall not constitute an admission of liability on account thereof by either Party. The Engineer on its own or at the request of the Contractor, as the case may be, shall promptly undertake appropriate contingency planning strategy and record it duly in the Risk / Hindrance Register and the same shall be regarded as a prompt communication tool between the Contractor and the Engineer. The Engineer/Contractor shall respond to every risk / hindrance event brought to its notice by other Party by recording steps to be taken by the respective Party in mitigating the risk / hindrance. Failure of the Contractor or the Engineer, as the case may be, to record in the Risk / Hindrance Register any matter or event which it considered to be the risk / hindrance of the other Party in accordance with the Risk / Hindrance Allocation Schedule or otherwise as per provision specified expressly elsewhere in the Contract, within 10 days of occurrence of the relevant event or matter, shall be deemed to be an irrevocable waiver of such Party's claim regarding said risk. No claim shall be admissible in respect of any matter or event not being an Employer's risk or the Contractor's risk or which has not been entered by the Party claiming on that account in the Risk / Hindrance Register within the period stipulated therefor. In the event of any conflict between provision of risk sharing as contained in "Risk / Hindrance Allocation Schedule" and the other provisions of the Contract, the provisions contained in the Risk / Hindrance Allocation Schedule shall prevail. Risk / Hindrance Allocation Schedule is placed at Annexure-A of GCC. If contractor is compensated on account of events occurring due to events described in Risk / Hindrance allocation Schedule, the contractor shall record full Satisfaction and shall waive his right to make any claim attributable to Events given in Risk / Hindrance allocation Schedule. Maintenance of Record of Risk / Hindrances and Idling of Resources Contractor shall bring each risk / hindrance to the notice of Engineer not later than 10 days of the occurrence of the event leading to such risk / hindrance, including the likely idling of man and machinery, failing which the same shall not be considered or taken into account for any purpose whatsoever. The Contractor/Engineer shall record risk / hindrances in respect of procurement, supply and Site work related issues, in the Risk / Hindrance Register(s) as per Format prescribed in Annexure-A of GCC. This up-to-date Risk / Hindrance Register record shall be submitted by the Contractor on monthly basis. If due to any risk / hindrance, Contractor's resources are rendered idle, the

Contractor shall get the same verified from the Engineer on a regular basis. Up-to-date, duly verified idling of manpower and Equipment shall be submitted by the Contractor to the Engineer at the end of each month. The Contractor shall submit the above details along with reasons for such idling. If due to any reason the details could not be verified, the Contractor shall submit the same to the Engineer and shall provide all assistance to the Engineer for verification of the same. For working out time related cost claim i.e, idling charges mechanism is given at Annexure-B of GCC.

32.0 Loss of or Damage to Property, Accident or Injury to Workers; Indemnification

32.1 Subject to GCC Sub-Clause 32.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all, direct or indirect, 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.

32.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under GCC Sub-Clause 32.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf. Unless the Contractor has so failed to notify the Employer within the twenty-eight (28) day period, the Employer shall make no admission that may be prejudicial to the defence of any such proceedings or claim. The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

32.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under GCC Clause 33 (Insurances), provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

32.4 The party entitled to the benefit of an indemnity under this GCC Clause 32 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

33.0 Insurance

33.1 To the extent specified in the Contract Agreement, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the Appendix 3 of Section XI. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, who should not unreasonably withhold such approval.

a) Cargo Insurance

Covering loss or damage occurring while in transit from the Contractor's or Subcontractor's works or stores until arrival at the Site including unloading, to the Plant and Equipment (including spare parts therefor) and to the Contractor's

Equipment. This policy shall cover 'ALL RISKS' under and /or on deck as per Institute Cargo Clause 'A'.

b) Erection All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period. The policy shall be extended to Work Stoppages clause and Intermittent testing clause.

c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property occurring in connection with the supply and installation of the Facilities.

d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract. Comprehensive insurance policy 'B' shall be taken.

e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Contract or any part thereof is executed.

f) Employer's Liability

In accordance with the Public Insurance Act applicable in the country where the Contract or any part thereof is executed.

g) Other Insurances

Such other insurances as may be specifically agreed upon by the parties in writing hereto as listed in the said Appendix 3.

33.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 33.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 33.1 except for the Cargo Insurance during Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

33.3 The Contractor shall, in accordance with the provisions of Appendix 3 (Insurance Requirements) to the Contract Agreement, deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of a policy.

33.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor. In the absence of any adequate insurance policies for Subcontractors' personnel, the Employer shall not be responsible in any manner whatsoever.

- 33.5 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 33.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor.
- 33.6 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies affected by it pursuant to this GCC Clause 33, and the moneys payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer.

34.0 Unforeseen Conditions

- 34.1 If, during the execution of the Contract, the Contractor shall encounter on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen prior to the date of the Contract Agreement by an experienced contractor on the basis of reasonable examination of the data relating to the Facilities provided by the Employer, and on the basis of information that it could have obtained from a visual inspection of the Site (if access thereto was available) or other data readily available to it relating to the Facilities, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional cost and expense or require additional time to perform its obligations under the Contract that would not have been required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall within seven (7) days of becoming aware of such unforeseen conditions, and before performing additional work or using additional Plant and Equipment or Contractor's Equipment, notify the Engineer-in-charge in writing of
- the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen
 - the additional work and/or Plant and Equipment and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions
 - the extent of the anticipated delay
 - the additional cost and expense that the Contractor is likely to incur.

On receiving any notice from the Contractor under this GCC Sub-Clause 34.1, the Engineer In-Charge shall within seven (7) days of receipt of notice, consult with the Engineer Of-Contract and Contractor on a mutually agreed date and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Engineer In-Charge shall instruct the Contractor, with a copy to the Engineer Of-Contract, of the actions to be taken.

- 34.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Engineer In-Charge to overcome such physical conditions or artificial obstructions referred to in GCC Sub-Clause 34.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.
- 34.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GCC Sub-Clause 34.1, the Time for Completion shall be extended in writing in accordance with GCC Clause 39 (Extension of Time for Completion).

35.0 Change in Laws and Regulations

- 35.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include

any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. 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. 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 to the Contract agreement.

36.0 Force Majeure

36.1 "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 and other hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition or embargo;
- b. rebellion, revolution, insurrection, military or usurped power and civil war;
- c. ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- d. riot, commotion or disorder, except where solely restricted to employees of the Contractor.
- e. Acts of God such as earthquake (above magnitude of 7 of Richter Scale), lightening, unprecedented floods.

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

36.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 39 (Extension of Time for Completion) in writing by the Employer.

36.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 36.5 and 36.6.

36.5 No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall

- a. constitute a default or breach of the Contract
- b. (subject to GCC Sub-Clauses 31.2, 37.3 and 37.4) give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.

36.6 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually

satisfactory solution, failing which the dispute will be resolved in accordance with GCC, Clause 6.

- 36.7 Notwithstanding GCC Sub-Clause 36.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

37.0 War Risks

- 37.1 "War Risks" shall mean any event specified in paragraphs (a) and (b) of GCC Sub-Clause 37.1 and any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, occurring or existing in or near the country (or countries) where the Site is located.

- 37.2 Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to

- a. destruction of or damage to Facilities, Plant & Equipment, or any part thereof
- b. destruction of or damage to property of the Employer or any third party
- c. injury or loss of life

if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.

- 37.3 If the Facilities or any Plant and Equipment or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for

- a. any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by the Employer)
- b. replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged so far as may be required by the Employer, and as may be necessary for completion of the Facilities,
- c. replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 38 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 41.1 (Termination for Employer's Convenience).

- 37.4 Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to the execution of the Contract that are in any way attributable to, consequent on, resulting from, or in any way connected with any War Risks, provided that the Contractor shall as soon as practicable notify the Employer in writing of any such increased cost.

- 37.5 If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with GCC, Clause 6.

- 37.6 In the event of termination pursuant to GCC Sub-Clauses 37.3, the rights and obligations of the Employer and the Contractor shall be specified in GCC Sub-Clauses 41.1.2 and 41.1.3, except that the Contractor shall have no entitlement to profit under paragraph (e) of GCC Sub-Clause 41.1.3 in respect of any unexecuted Facilities as of the date of termination.

H. Change in Contract Elements

38.0 Change in the Facilities

38.1 Introducing a Change

38.1.1 Subject to GCC Sub-Clauses 38.2.5 and 38.2.7, the Employer shall have the right to propose, and subsequently require, that the Engineer Of-Contract order the Contractor from time to time, in writing, during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change") within fourteen (14) days of such change, modification, addition, deletion to, 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.

38.1.2 The Contractor may from time to time during its performance of the Contract propose to the Engineer Of-Contract (with a copy to the Engineer In-Charge) any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities, in writing within fourteen (14) days of any Change considered necessary or desirable. The Employer may at its discretion approve or reject any Change proposed by the Contractor, provided that the Employer shall approve any Change proposed by the Contractor to ensure the safety of the Facilities in writing within fourteen (14) days of receipt of intimation of any Change by the Contractor.

38.1.3 Notwithstanding GCC Sub-Clauses 38.1.1 and 38.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

38.2 Changes Originating from Employer

38.2.1 If the Employer proposes a Change pursuant to GCC Sub-Clause 38.1.1, it shall send to the Contractor a "Request for Change Proposal" within fourteen (14) days, requiring the Contractor to prepare and furnish to the Engineer Of-Contract within twenty one (21) days of receipt of such "Request for Change Proposal," which shall include the following:

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

38.2.2 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Engineer Of-Contract an "Estimate for Change Proposal," within seven (7) days, which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

- a. accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal
- b. advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- c. advise the Contractor that the Employer does not intend to proceed with the Change.

38.2.3 Upon receipt of the Employer's instruction to proceed under GCC Sub-Clause 38.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with GCC Sub-Clause 38.2.1.

38.2.4 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 mutually agree in writing on specific rates for the valuation of the Change.

38.2.5 If before or during the preparation of the Change Proposal it becomes apparent that the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GCC Clause 38 would be to increase or decrease the Contract Price as originally set forth in the Contract Agreement by more than ten (10) percent, the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer and the Contractor shall mutually agree on specific rates for valuation of the change.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

38.2.6 If rates and prices of any change are not available in the Contract, the parties thereto shall agree on specific rates for the valuation of the change. Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

If the Employer is unable to reach a decision within fourteen (14) days, it shall notify the Contractor with details of when the Contractor can expect a decision.

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GCC Sub-Clause 38.2.2.

38.2.7 If the Employer and the Contractor cannot reach agreement on the price for the Change, an equitable adjustment to the Time for Completion, or any other matters identified in the Change Proposal, the Employer may nevertheless instruct the Contractor to proceed with the Change by issue of a "Pending Agreement Change Order."

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

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be deal with the provisions of GCC Clause 6.

38.3 Changes Originating from Contractor

38.3.1 If the Contractor proposes a Change pursuant to GCC Sub-Clause 38.1.2, the Contractor shall submit to the Engineer Of-Contract a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GCC Sub-Clause 38.2.1 within seven (7) days.

Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in GCC Sub-Clauses 38.2.6 and 38.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

39.0 Extension of Time for Completion

39.1 The Time(s) for Completion specified in the Contract shall be extended in writing if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- a. any Change in the Facilities as provided in GCC Clause 38 (Change in the Facilities)
- b. any occurrence of Force Majeure as provided in GCC Clause 36 (Force Majeure), unforeseen conditions as provided in GCC Clause 34 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GCC Sub-Clause 31.2
- c. any suspension order given by the Employer under GCC Clause 40 (Suspension) hereof or reduction in the rate of progress pursuant to GCC Sub-Clause 40.2 or
- d. any changes in laws and regulations as provided in GCC Clause 35 (Change in Laws and Regulations) or
- e. any default or breach of the Contract by the Employer, specifically including failure to supply the items listed in the Contract Agreement, or any activity, act or omission of any other contractors employed by the Employer or
- f. any other matter specifically mentioned in the Contract;

by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

39.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Engineer Of-Contract with a copy to Engineer In-Charge a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable not later than twenty-one (21) days after the commencement of such event or circumstance. As soon as reasonably practicable not later than twenty-one (21) days after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to an Adjudicator, pursuant to GCC Clause 6.

39.3 The Contractor shall at all times use its reasonable efforts to minimize any delay in the performance of its obligations under the Contract.

40.0 Suspension

40.1 Employer may request the Engineer Of-Contract / Engineer In-Charge, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be

suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon immediately upon receipt of such notice 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 Engineer Of-Contract.

If, by virtue of a suspension order given by the Engineer Of-Contract, 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 Engineer Of-Contract 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 38 (Change in the Facilities), 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 Engineer Of-Contract, 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 38 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 41.1 (Termination for Employer's Convenience).

40.2 If

- a. the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum without any interest, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or
- b. the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;

then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

- 40.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 40, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 39.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction (as determined based on Annexure-B to GCC i.e. Valuation of Idling Time Cost Claims) shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.
- 40.4 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 which shall not be unreasonably withheld.

41.0 Termination

41.1 Termination for Employer's Convenience

41.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 41.1.

41.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 41.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

- a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition.
- b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below
- c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 41.1.3, 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 at 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.

41.1.3 In the event of termination of the Contract under GCC Sub-Clause 41.1.1, 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 41.1.2
- 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.

41.2 Termination for Contractor's Default

41.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor, referring to this GCC Sub-Clause:

- a. if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- b. if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 43 (Assignment).
- c. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in execution the Contract.

For the purpose of this Sub-Clause:

“corrupt practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in contract execution;

“fraudulent practice” means a misrepresentation/ omission of facts in order to influence the execution of a contract

“Coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation affect the execution of a Contract.

41.2.2 If the Contractor

- a. has abandoned or repudiated the Contract
- b. has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 40.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed
- c. persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- d. refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under GCC Clause 17.2 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 41.2.

41.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 41.2.1 or 41.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

- a. cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b. terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

- c. deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination
- d. to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at 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 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.

41.2.4 The Employer may enter upon the Site, expel the Contractor, and complete the Facilities itself or by employing any third party. The Employer may, to the exclusion of any right of the Contractor over the same, take over and use with the payment of a fair rental rate to the Contractor, with all the maintenance costs to the account of the Employer and with an indemnification by the Employer for all liability including damage or injury to persons arising out of the Employer's use of such equipment, any Contractor's Equipment owned by the Contractor and on the Site in connection with the Facilities for such reasonable period as the Employer considers expedient for the supply and installation of the Facilities.

Upon completion of the Facilities or at such earlier date as the Employer thinks appropriate, the Employer shall give notice to the Contractor that such Contractor's Equipment will be returned to the Contractor at or near the Site and shall return such Contractor's Equipment to the Contractor in accordance with such notice. The Contractor shall thereafter without delay and at its cost remove or arrange removal of the same from the Site.

41.2.5 Subject to GCC Sub-Clause 41.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 41.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

41.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 41.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 41.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 41.2.5, the Employer shall pay the balance to the Contractor.

The Employer and the Contractor shall agree, in writing, on the computation described above and the manner in which any sums shall be paid.

41.3 Termination by Contractor

41.3.1 If

- a. the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GCC Sub-Clause 12.3, requires approval of

such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

- b. the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, which the Employer is required to obtain as per provision of the Contract or as per relevant applicable laws of the Country.

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GCC Sub-Clause 41.3.1, forthwith terminate the Contract.

41.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GCC Sub-Clause 41.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

41.3.3 If the Contract is terminated under GCC Sub-Clauses 41.3.1 or 41.3.2, then the Contractor shall immediately

- a. cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition
- b. terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii)
- c. remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site
- d. In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 41.3.4, 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 drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

41.3.4 If the Contract is terminated under GCC Sub-Clauses 41.3.1 or 41.3.2, the Employer shall pay to the Contractor all payments specified in GCC Sub-Clause

41.1.3, and reasonable compensation for all loss, except for loss of profit or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

41.3.5 Termination by the Contractor pursuant to this GCC Sub-Clause 41.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GCC Sub-Clause 41.3.

41.4 In this GCC Clause 41, the expression "Facilities executed" shall include all work executed, Installation Services provided, any all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

41.5 In this GCC Clause 41, in calculating any moneys due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Contract Agreement.

42.0 Foreclosure of Contract

42.1 In case, the Employer decides to abandon or reduce the scope of the works under the Contract for reason whatsoever and does not require the whole or any part of the works to be carried out, the Engineer In-Charge shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the Contract.

The Contractor shall be paid at Contract rates for full amount of the works executed at site and in addition, a reasonable amount as certified by the Engineer In-Charge for the items hereunder mentioned which could not be utilized on the work to the full extent because of the foreclosure.

- a. Any expenditure incurred on preliminary works, e.g. temporary access roads, temporary labor huts, staff quarter & site office, storage accommodation and water storage tanks;
 - i. The Employer shall have the option to take over Contractor's materials or any part thereof, either brought to Site or ordered for which the Contractor is legally bound to accept delivery from suppliers provided however that the quantity of such materials are not in excess of reasonable requirement of works. The decision of Engineer In-Charge in respect of reasonable quantity required for works will be final and conclusive (for incorporation in or incidental to the work), provided however, the Employer shall be bound to take over, the material or such portions thereof as the Contractor does not desire to retain. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which have been caused to materials whilst in the custody of the Contractor.
 - ii. For Contractor's materials not retained by the Employer, reasonable cost for transporting such materials from Site to Contractor's stores or to his other works, whichever is less will be paid by the Employer. If materials are not transported to either of the said places, no cost of transportation shall be payable.
- b. Reasonable compensation for transfer of Construction Equipment from Site to Contractor's permanent stores or to his other works whichever is less provided that such Construction Equipment is not in excess or reasonable requirement of works. If Construction Equipment are not transported to either of the said places, no cost of transportation shall be payable.

- c. The reasonable cost of transportation of all the Contractor's staff and workmen employed on or in connection with the works at time of such foreclosure of Contract.

42.2 The Contractor shall, if required by the Engineer In-Charge, furnish to him books of account, wage books, time sheets and other relevant documents as may be necessary to enable him to certify the reasonable amount payable under this condition.

Provided always that against any payments due from Employer under this clause Employer shall be entitled to be credited with any outstanding balances due from the Contractor and any other sums which at the date of termination were recoverable by the Employer from the Contractor under terms of the Contract.

43.0 Assignment

43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any moneys due and payable to it or that may become due and payable to it under the Contract, by prior written intimation to the Employer.

44.0 Claims Towards Idling of Resources

Components of claim admissible under Clause 44.1 of GCC towards additional cost incurred by the Contractor towards idling of resources in connection with execution of Contract shall be evaluated by the Engineer Of-Contract as provided in Annexure-B to GCC i.e. Valuation of Idling Time Cost Claims.

44.1 Compensation Events

The following Compensation Events, provided the procedure specified in the Contract is followed, shall be applicable:

- a. The Employer does not give access to Site or a part of the Site free of all encumbrances by the Site possession date stated in the Contract.
- b. The Employer modifies the schedule of other contractors in a way which affects the Works of the Contractor under the Contract.
- c. The Employer's representative orders suspension of Works.
- d. The Employer's representative does not issue Drawings, Specifications or instructions required for execution of Works as per agreed schedule.
- e. The Employer's representative instructs the Contractor to uncover or carry out additional tests for a work which is then found to have no Defect.
- f. Geological ground conditions, other than 36.1 (e), are substantially adverse than could reasonably have been assessed from the information issued to bidders (including the site Investigation Reports) before submission of Price Bids .
- g. Other contractors or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra work to the Contractor.
- h. The Employer's representative unreasonably delays issuing a Completion Certificate.
- i. The effect on the Contractor of any of the Employer's Risks.

Whenever any Compensation Event occurs, the Contractor will notify the Engineer Of-Contract and Engineer In-Charge, maximum within 14 days of occurrence of Compensation Event and shall continue with the Works as per the Contract and /or instructions of the Engineer In-Charge.

45.0 Closure of Contract & Site Clearance

- 45.1 The major E&M works contracts shall be closed within a maximum period of three years from the date of Commercial Operation (COD). For other contracts packages, the contracts shall be closed within a maximum period of one year after completion of Defect Liability Period mentioned under GCC Clause 26. The closing of the contract shall be effected after the warranty period/ Defect Liability Period is successfully completed and the Performance Bank Guarantee / Surety Bond (for Performance Guarantee) of the Contractor is returned/discharged.
- 45.2 The following three (03) certificates, as per the proforma enclosed hereof, shall be issued by the concerned departments of UJVNL/ Contractor, as applicable, and submitted to the concerned authority for closing of Contracts:

Certificate	Certificate Description	Responsibility	Limiting Dates For Issuance Of Certificate
Annexure-C	Certificate regarding Labour payments and statutory requirements by the Contractor	Contractor	6 Months from COD / Completion which ever is later
Annexure-D	No Demand Certificate by the Contractor	Contractor	18 Months from COD / Completion which ever is later
Annexure-E	Letter For Closure Of Contracts	Employer	3 Months from completion of warranty/ defect liability

Both the Contractor and the Employer will make necessary efforts to complete the Contract closing activities as per the timelines as mentioned above. It shall be the responsibility of the contractor to submit the drawings alongwith the reproducible, Quality Assurance documents, O&M manuals, list of spares, as built drawings, deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.

The Employer shall also use its best endeavours to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.

45.3 Performance Certificate

Performance Certificate shall be issued by Employer's Representative upon completion of all the Contractor's obligations, stating the date on which the Contractor completed his obligations under the Contract.

The Employer's Representative shall issue the Performance Certificate within 28 days of expiry of Defects Liability Periods including remedying any Defects to be carried after completion of Facilities. A copy of the Performance Certificate shall be retained by the Employer's Representative with duly acknowledge receipt from the Contractor.

45.4 Clearance of Site

Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and temporary works from the Site.

If any of these items have not been removed within 28 days by the Contractor after the issue of Completion Certificate, the Employer may dispose off remaining items and intimate the Contractor in writing about the same. The Contractor shall not claim any amount of such items from the Employer. The Employer shall be entitled to recover the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Employer's costs, the Contractor shall pay the outstanding balance to the Employer or such costs may be adjusted in the moneys due to the Contractor.

SBD FOR E&M/HM WORKS

Annexure-A

RISK / HINDRANCE REGISTER

S.N.	Nature of Risk / Hindrance	Party responsible (Employer/ Contractor)	Date & Time of occurrence	Period for which it is likely to last*	Period for which extension required	Contract Clause Applicable	Remarks

* Actual date must also be confirmed

Signature of Contractor Representative

Date:

Time:

Place:

Signature of Engineer's Representative

Date:

Time:

Place:

SBD FOR E&M/HM WORKS

Annexure-B

VALUATION OF IDLING TIME COST CLAIMS

The idling time cost claims of Contractor on account of stoppage of Works entitled for extension of Time for Completion under the Contract shall be determined as under:

1. Site expenses for extended period

The Engineer-In Charge shall endeavour for cost cutting methods during idling period by way of partially demobilising as per the provision of the Contacts. In that case extra cost of demobilisation/ mobilisation/ idling not attributable to Contractor (each greater than 7 days) shall be considered as per actual against production of documentary evidence. All items are to be evaluated on individuals basis only against production of documentary evidence (including his authorized sub-contractors also) and the amount calculated is to be capped by the amount calculated as per the formula reproduced as below:

$$\text{Site expenses} = \frac{[4\% \text{ of Composite Contract (as defined in Clause No. 5.2 of SCC)} \times \text{authorized time extension for compensation event}] \times [\text{Contractual Completion Period}]}{[\text{Contractual Completion Period}]}$$

Such charge would include the claim amount against sub clause No. (a), (b), (c), (d) & (e) given below:

(a) Cost of owned Equipment

Cost of owned equipment will comprise of the following elements:

(i) Depreciation Cost

Annual Depreciation (Based on life in years) = $0.9 \times \text{Book Value} / \text{Life in years}$

Depreciation cost = $\{(\text{Idle period in days} / 365) \times 0.5 \times \text{Annual Depreciation}\}$

However, if the equipment, as considered above, have completed their scheduled life in years in that case the depreciation shall be considered as zero.

(ii) Interest on capital Investment: $(\text{Rate of Interest}^{\#} / 100) \times \text{Average Annual Cost}$

The average annual cost is to be determined as follows:

Average Annual Cost = $\text{Book value of Equipment} \times (n+1) / 2n$

Where:

"n" refer for number in years of life of equipment.

Book value - purchase price plus freight, insurance, all taxes and duties, erection and commissioning charges and other incidental charges.

the interest rate shall be the rate of interest applicable for Advance Payment

(b) Cost of leased/ hired Equipment

In case of leased/ hired equipment, the hire charges shall be admissible for the idle period. The value of the claim amount shall be assessed keeping in view the documentary evidence provided by the Contractor, prevailing market rate and reasonableness of the claim in the opinion of Engineer In-Charge/ Engineer of Contract.

(c) Cost of Labour

The labour directly engaged for the works at Site by the Contractor or through sub-contractor, as verified by the Engineer-In-Charge, will be reimbursed for idle period in case contractor produces proof that idle labour has been paid wages

during the period of idling. Cost of equipment related labour, as verified by the Engineer-In-Charge, will be worked out as per CWC norms limited to actual whichever is lower.

The above cost will be considered for payment based on the supporting details such as attendance sheet, receipt of deposit of Employees provident fund duly certified by the Contractor.

In addition to actual cost of labour, indirect charges shall be considered. The indirect charges (other than salary) shall be 55% for skilled and unskilled labour. Indirect charges shall be applicable on the basic wages. Basic wages means component of wages on which statutory deductions like Employee Provident Fund is deposited to the statutory authority.

(d) Expenses on additional storage/preservation/ transportation/ double handling

The above is to be paid on submission of documentary proof and verification by the Engineer In-Charge as per actual based on merit of the case.

(e) Overheads

Overhead cost includes Site Office expenses, legal charges, general establishment at site, Watch and Ward, Local Conveyance, Travelling expenses, Salaries of managerial and clerical staff at Site etc.

2. Bank Guarantees and Insurance charges

These charges shall be paid beyond Scheduled completion period on authorized extension of completion period upon production of documentary evidence.

3. Charges on account of extension of Warranty

The Charges towards extensions of warranty shall be considered for only those equipment which have been supplied till the scheduled completion period/ extended completion period. Charges towards extended warranty shall be calculated upto 1% of composite contract price per annum on pro-rata basis. Provided all the component of the Facility has been supplied before availability of front for that particular Facility.

4. The taxes applicable on cost claims

The applicable taxes on the above elements of cost claims shall be reimbursed to the Contractor as per actual based on documentary evidence.

Annexure-C

**Proforma of Certificate regarding Labour Payments, Subcontractor / Vendor Payment and
Statutory Requirements**

(To be issued by the Contractor)

Name Of Package:
Name Of Contractor:
Project:

Letter Of Award /Contract No:
Dated:

This is to certify that:

- a. We have made all labour payments including PF Liabilities in respect of the above-mentioned LOA/ Contract and no other payments in this regard is pending from us.
- b. We confirm that no liabilities are outstanding from manufacturers/ vendors/ subcontractor/suppliers including all input providers in the works executed under the contract.
- c. We also confirm that all applicable statutory dues/taxes in respect of the above-mentioned LOA/ Contract have been deposited in concerned Government Treasury and no dues are pending with us.

Further, we confirm that all statutory requirements have been complied with by us and in case any default is reported against us we shall be solely responsible for the same.

Signature

Date:

Place:

(Company Common Seal)

Name:

Designation... ..

Annexure-D**Proforma of No Demand Certificate by the Contractor
(To be issued by the Contractor)****Name Of Package:
Name Of Contractor:
Project:****Letter Of Award /Contract No:
Dated:**

We, M/s(Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable to us from UJVN Ltd. in respect of our aforesaid LOA/ Contract No. dated including amendments if any issued by UJVN Limited, to our entire satisfaction and we further confirm that we have no claim whatsoever pending with UJVN Ltd. under the said Contract.

Notwithstanding any protest recorded by us in any correspondence document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of UJVN Ltd with full knowledge and with our free consent without any undue influence misrepresentation coercion etc.

Signature

Date:

Place:

(Company Common Seal)

Name:

Designation... ..

(This certificate shall be accompanied by the Power of attorney of the signatory)

Annexure-E

Proforma of Letter for Closure of Contracts.
(To be issued by Engineer In-Charge to Contractor)

To,
(Name & Address of Contractor)

Subject: Completion/ Closure of Contract.

Reference: (Detail of Award/ Contract Agreement)

Dear Sir,

We are pleased to inform you that we have been able to complete the subject Contract work within the stipulated time and Terms & Conditions of Contract. It has been a great achievement by us to complete the project.

The subject work stands completed as per Contract Terms & Conditions, and you have already submitted following documents along with drawings, Quality Assurance (QA) related documents, manuals and other deliverables as per scope of /provisions of contract:

- i) Certificate regarding Labour payments and statutory requirements (vide dated....), and
- ii) No Demand Certificate (vide dated.....)

All the payments/ LDs have already been settled, and this letter relieves both of us from all our obligation(s) towards execution of work in accordance with the Contract.

We will be looking forward to working with you in the future projects.

Thanking You,

Yours Faithfully,

Signature

Name:

Place:

Designation:

...

Date:

SECTION VI- SPECIAL CONDITIONS OF CONTRACT (SCC)

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SBD FOR E&M/HM WORKS

SECTION VI- SPECIAL CONDITIONS OF CONTRACT (SCC)

Note:

1. *The General Conditions of Contract (GCC) for EPC Projects have been prepared and are recommended where one Contractor takes total responsibility for an engineering project, including design, manufacture, delivery and installation of plant, and the design and execution of building or engineering works, tenders having been invited on a national /international competitive bidding basis. Modifications to the Conditions may be required considering the Site conditions, size, complexity and requirements of the Project.*
2. *Before incorporating any example wording, it must be checked to ensure that it is wholly suitable for the particular circumstances. Unless it is considered suitable, example wording should be amended before use.*
3. *Where example wording is amended, and in all cases where other amendments or additions are made, care must be taken to ensure that no ambiguity is created, either with the General Conditions or between the clauses in the Special Conditions.*

These Special Conditions of Contract (SCC) shall supplement/amend/substitute the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.0 GCC Clause 4 Notices

GCC Clause 4.1 Employer's address for notice purposes

.....

Mobile / Phone No:

E-mail:

(Address and details of Engineer Of-Contract or as the case may be)

2.0 GCC Clause 8- Time for Commencement and Completion

(The Special Conditions should specify the Time for Commencement and Completion for the Works)

GCC Clause 8.1

The Contractor shall commence work on the facilities from the effective date for determining Time for Completion as specified in the Contract Agreement.

GCC Clause 8.2

The completion of the facilities shall be attained within months from Effective date as defined in GCC Clause 1.

(Parts and times for respective Completions shall be specified where applicable.)

3.0 GCC Clause 23.3 and 24.2 Completion - Guarantee Test – Acceptance

- 3.1 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to GCC Sub-Clause 23.3, or with the Guarantee Test pursuant to GCC Sub-Clause 24.2, 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 provisions leading to "deemed" completion of

activities such as Completion, pursuant to GCC Sub-Clause 23.6, and Operational Acceptance, pursuant to GCC Sub-Clause 24.3.4, and Contractor's obligations regarding Defect Liability Period, pursuant to GCC Sub-Clause 26.2, Functional Guarantee, pursuant to GCC Clause 27, and Care of Facilities, pursuant to GCC Clause 31, and GCC Clause 40, Suspension, shall not apply. In this case the following provisions shall apply.

- 3.2 When the Contractor is notified by the Engineer In-Charge, that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 4.1, the Contractor shall be entitled to the following:
- a) The Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause 25.3;
 - b) Payments due to the Contractor in accordance with the provision specified in Appendix 1 (Terms and Procedures of Payment) to the Contract, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause 4.3 below;
 - c) The expenses towards the above security and extension of other securities & insurance under the Contract, of which validity need to be extended, shall be reimbursed to the Contractor by the Employer;
 - d) The additional charges towards the Care of the Facilities pursuant to GCC Sub-Clause 31 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 4.4 below. The provision of GCC Sub-Clause 32.2 shall apply to the Facilities during the same period.
 - e) Claims shall be determined based on Annexure-B of GCC.
- 3.3 In the event that the period of suspension under above Sub-Clause 4.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.
- 3.4 When the Contractor is notified by the Engineer In-Charge that the plant is ready for Pre-commissioning, the Contractor shall proceed without delay in performing all the specified activities and obligations under the contract.

4.0 Construction of the Contract

- 4.1 The Contract to be entered into with the successful Bidder in INR only and shall be as under:

For Foreign Bidder:

'First Contract' for CIF/CIP supply including Custom duty and applicable taxes of all offshore equipment and materials including Specified spares and Tools & instruments.

'Second Contract' for Ex-works supply including applicable taxes & duties of all equipment and materials including Specified spares and Tools & instruments of Indian origin.

'Third Contract' for providing all services i.e. inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing *and any other service (such as Model Testing etc)* in respect of all the equipment supplied under both first & second contracts and any other services specified in the contract documents including applicable taxes & duties.

For Domestic Bidder:

'First Contract' for detailed design and engineering, manufacture, quality assurance, quality control, shop assembly, shop testing, Ex-works supply and CIF/CIP supply, if any, including Custom duty and applicable taxes of all equipment and materials including Specified spares and Tools & instruments identifying separately the CIF/CIP and Ex-works components of the supply.

'Second Contract' for providing all services, i.e. inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing *and any other service (such as Model Testing etc)* in respect of all the equipment supplied under the 'First Contract' and any other services specified in the Contract Documents including applicable taxes & duties.

- 4.2 The award of *three /two* Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Specifications and a breach in one Contract shall automatically be construed as a breach of the other Contract which will confer a right on the Employer to recover Liquidated Damages from the Contractor as per GCC sub Clause 25.3 levied on composite Contract Price (sum of contract prices of two contracts) and /or to terminate the other Contract also at the risk and the cost of the Contractor.
- 4.3 In case of *two / three* Contracts entered into as above or 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 Lading or other despatch 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 utilise the same exclusively for the purpose of the said Contract. Samples of proforma for the Trust Receipt and Indemnity Bond are enclosed under Section XI- Forms and Procedures. The Employer shall also issue a separate Authorisation Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from the Employer as per proforma enclosed under Section XI-Forms and Procedures). The Contractor shall submit an indemnity Bond to the Employer in the Form 10 indemnifying against all omissions and commissions committed by the Contractor or its failure to abide by or violating the terms & conditions relating to the customs clearance as per GCC Clause 20.4 of Contract or any provisions of Custom Tariff Act 1975, whatsoever.
- 4.4 The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.
- 4.5 The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least six (6) copies to form a part of the Contract immediately after Notification of Award.
- 4.6 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer with at least *twenty five (25)* true copies of Contract Agreement within thirty (30) days after signing of the Contract.

5.0 Spares

- 5.1 The Contractor agrees that the spare parts recommended by him for 5 years operation and quoted (i.e. Recommended Spare Parts) shall be supplied by him at the same terms and conditions as are otherwise applicable to this Contract. Further, the Contractor also agrees to supply spare parts required for the operation and maintenance of the Facilities as per provision of subsequent paragraphs of this Clause.
- 5.2 All the spares for the equipment under the Contract will strictly conform to the Specification and other relevant documents and will be identical to the corresponding main equipment / components supplied under the Contract and shall be fully interchangeable.

- 5.3 All the mandatory /specified spares covered under the Contract shall be produced along with the main equipment as a continuous operation and the delivery of the spares will be effected along with the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended spares has been placed with the Contractor prior to commencement of manufacture of the main equipment.
- 5.4 The quality plan and the inspection requirement finalised for the main equipment will also be applicable to the corresponding spares.
- 5.5 The Contractor shall provide the Employer with the manufacturing drawings, catalogues, assembly drawings (non-proprietary) and any other document required by the Employer so as to enable the Employer to identify the recommended spares. Such details will be furnished to the Employer as soon as they are prepared but in any case, not later than two (2) months prior to commencement of manufacture of the corresponding main equipment.
- 5.6 The Contractor will provide the Employer with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/ equipment covered under the Contract and will further ensure with his vendors that the Employer, if so desires, will have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.
- 5.7 Defect Liability of Spares

The Contractor shall warrant that all spares supplied will be new and in accordance with the Contract Documents and will be free from defects in design, material and workmanship and shall further guarantee as under:

5.7.1 For 5 years operational spares (Specified and recommended):

- a. For any item of spares ordered or to be ordered by the Employer for 5 years operational requirement of the plant which are manufactured as a continuous operation together with the corresponding main equipment/ component, the defects liability period will be 24 months from the scheduled date of commercial operation of main equipment/plant under the Contract. 'Commercial Operation' shall mean the conditions of operation in which the complete equipment covered under the Contract is officially declared by the Employer to be available for continuous operation at different loads upto and including rated capacity. Such declaration by the Employer, however, shall not relieve or prejudice the Contractor any of his obligations under the Contract. In case of any failure in the original component/equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the Employer unless a joint examination and analysis by the Employer and the Contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same defect liability as applicable to the replacement made for the defective original part/ component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the Contractor as soon as they have been replaced by the Contractor.
- b. For the item of spares ordered or to be ordered by the Employer for 5 years operational requirement of the plant, which with the written approval of the Employer, are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/component, will be warranted for trouble free operation if used within a period of 24 months

(reckoned from the date of delivery at Site). However, if such spare parts are put to use after 24 months of the delivery at Site then the guarantee of such spares will stand valid till the expiry of 48 months from the scheduled date of the completion of Commissioning of equipment/ plant of trouble free operation after such spares are put in service.

c. For long term requirement

For item of spares that may be ordered by the Employer to cover requirements beyond 5 years of initial operation of the plant, the warranty will be till the trouble free operation if used within a period of 24 months from the date of delivery at Site, the warranty period will be 24 months from the date they are put to use of trouble free operation.

5.7.2 The defect liability of spares that are not used within 24 months from the respective dates of the delivery at Site covered in para (b) and (c) above will, however, be subject to condition that all such spares being stored/maintained/preserved in accordance with Contractor's standard recommended practice, if any, and the same has been furnished to the Employer.

- 5.8 To enable the Employer to finalise the requirement of recommended spares which are ordered subsequent to placement of order for main equipment/plant, in addition to necessary technical details, catalogue and such other information brought-out hereinabove, the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the Contractor to the Employer are not higher than those charged by him from other customers in the same period.
- 5.9 In addition to the spares recommended by the Contractor, if the Employer further identifies certain particular items of spares, the Contractor will submit the prices and delivery quotation for such spares within 30 days of receipt of such request with a validity period of 6 months for consideration by the Employer and placement of order for additional spares if the Employer so desires
- 5.10 The Contractor shall guarantee the long-term availability of spares to the Employer for the full life of the equipment covered under the Contract. The Contractor shall guarantee that before going out of production of spare parts of the equipment covered under the Contract, he shall give the Employer at least 2 years advance notice so that the latter may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-Contractors. Further, in case of discontinuance of manufacture of any spares by the Contractor and/or his Sub-Contractors, the Contractor will provide the Employer, two years in advance, with full manufacturing drawings, material specifications and technical information including information on alternative equivalent makes required by the Employer for the purpose of manufacture/procurement of such items.
- 5.11 The prices of all future requirements of item of spares beyond 3 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by Employer as a part of Specified spares or Recommended spares. Ex-works order price of future spares shall be computed in accordance with the price adjustment provisions covered under the main Contract with base indices mentioned therein and there will be no ceiling on the amount of variation in the prices. The above option for procuring future recommended spares by the Employer shall remain valid for the period of 5 years from the date of successful completion of Commissioning of the equipment
- 5.12 The Contractor will indicate in advance the delivery period of the items of spares, which the Employer may procure in accordance with above Sub-Clause. In case of emergency requirements of spares, the Contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

- 5.13 In case the Contractor fails to supply the Specified, Recommended or long term spares in the terms stipulated above for reasons attributable to the Contractor, the Employer shall be entitled to purchase the same from the alternate sources at the risk and the cost of the Contractor and recover from the Contractor, the excess amount paid by the Employer over the rates worked on the above basis. In the event of such risk purchase by the Employer, the purchases will be as per the Works and Procurement Policy of the Employer prevalent at the time of such purchases and the Employer at his option may include a representative from the Contractor in finalising the purchases.
- 5.14 It is expressly understood that the final settlement between the parties in terms of relevant clauses of the Contract shall not relieve the Contractor of any of his obligations under the provision of long-term availability of spares and such provisions shall continue to be enforced till the expiry of 5 years period reckoned from the scheduled date of completion of Commissioning of the plant and equipment unless otherwise discharged expressly in writing by the Employer. Further, the provisions pertaining to long term availability of spares shall be extended beyond 5 years applicability period mentioned hereinabove if so desired by the Employer upto 15 years and at the mutually acceptable escalation formula.

6.0 Warranty and Liability of Software

- 6.1 Subject to Clause 26 Defect liability of GCC (Section-V), the Contractors warrantee and liability for own software included in the facilities shall be limited solely to the elimination of reproducible errors and malfunction thereof, provided the software is installed on hardware supplied or authorised by the Contractor, the Contractor is granted sufficient access by the Employer and is provided with all documentation and information to trace the error. Instead of eliminating errors in the supplied version of software, the Contractor shall have the right to establish an error free later version and supply the same at no additional cost to the Employer, The newer version so implemented, shall be compatible with the existing hardware supplied or authorised by the Contractor. With respect to standard software (e.g. UNIX, DOS, Words, Excel etc.,) licensed from others, the Contractor 's warranty and liability shall be limited solely to the warranties and liabilities by the licenses of such software.

7.0 Operation and Maintenance Manuals

- 7.1 Before the Operational Acceptance Certificate is issued, in accordance with Clause 24.3.3 of GCC, the Contractor shall supply operation and maintenance manuals (10 copies) together with drawings of the Facilities as built. These shall be in such detail as will enable the Engineer Of Contract /Engineer In-Charge to operate, maintain, adjust and repair all parts of the Facilities. Unless otherwise stated in the Technical Specifications, the manuals and drawings shall be in English language, and in such form and number as stated in the Contract. Six (6) copies of as-built drawings alongwith two (2) reproducibles shall be furnished by the Contractor.

Unless otherwise agreed, the Facilities shall not be considered to be completed for the purposes of taking over until such manuals, drawings and training of Employer's personnel as specified under Contract have been provided.

8.0 Taking-Over Certificate

- 8.1 "Taking-Over Certificate" means the certificate to be given by the Engineer In-Charge to the Contractor for Taking over of the Facilities.
- 8.2 The Facilities or part thereof shall be taken over by the Employer when they have been completed in accordance with the Contract, except in minor respects that do not affect the use of the Facilities or part thereof for their intended purpose, the activities of pre-commissioning, commissioning and trial runs have been accomplished successfully and have passed all the tests (including Operational Acceptance Test) in accordance with the Contract and a Taking-Over Certificate has been issued or deemed to have been issued

in accordance with the Sub-Clause 9.3 herein.

- 8.3 The Contractor may apply by notice to the Engineer In-Charge for a Taking-Over Certificate not earlier than 14 days before the Facilities or part thereof will in the Contractor's opinion be complete and ready for taking over after the issue of an Operational Acceptance Certificate as per sub-clause 25.3 of GCC. The Engineer In-Charge shall within 28 days after the receipt of the Contractor's application either:
- issue the Taking-Over Certificate to the Contractor with a copy to the Employer stating the date (the date of Completion) on which the Facilities were complete and ready for taking over, or
 - reject the application giving his reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued
 - If the Engineer In-Charge fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 28 days he shall be deemed to have issued the Taking-Over Certificate on the last day of that period

The date in Taking-Over Certificate (as per Sub-Clause 9.3 (a)) will mark the beginning of the Defects Liability Period. The Contractor shall be entitled to apply for and obtain Taking-Over Certificate Generating unit wise. The Sequence of Activities to obtain Taking-Over Certificate shall be as per Annexure-III.

9.0 Test Service Period

- 9.1 As soon as the Facilities or part thereof has passed the Commissioning Tests & after successful completion of the Trial Run, the Engineer In-Charge shall issue a Completion Certificate to the Contractor to that effect with copy to the Employer.

The Completion Certificate shall indicate any outstanding works and/or minor unattended defects of the Facilities which shall be rectified by the Contractor.

The Test Service Period shall commence immediately after the date of completion as mentioned in the Completion Certificate. Tests as per requirement shall be carried out in accordance with the specifications and as requested by the Employer under the sole responsibility of the Contractor.

The duration of the Test Service Period shall be 30 days.

The Employer and/or Engineer In-Charge reserve the right to delay the issuance of Test Certificate until such time he is satisfied that defects, if any, during the Test Service Period are rectified.

10.0 GCC Clause 23.4 Completion of the facilities

As soon as all works in respect of Pre-commissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall commence commissioning as per procedures stipulated in "Technical Specification". After successful commissioning the Contractor shall commence trial run in accordance with the "Technical Specification" by mutual agreement between Engineer In-Charge and Contractor.

As soon as the trial run is satisfactorily completed, the Contractor shall so notify the Engineer In-Charge along with Engineer Of-Contract in writing.

11.0 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 Advance Payment Security

11.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for an amount equal to 110% in lieu of the advance payment and interest thereon calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement in INR only, with a validity of up to sixty (60) days beyond the date of Completion of the Facilities in accordance with GCC Clause 24.

11.2.2 The security shall be in the form provided in the Bidding Document or in another form acceptable to the Employer. The security in the form of a Bank Guarantee for amounts in Indian Rupee shall be acceptable if the same is issued by any Indian Nationalized Bank / Scheduled Bank or a foreign Bank notified as Scheduled Bank under the provisions of "RBI Act 1934" through any of its branches in India. The amount of the security shall be reduced as per the procedure specified below:

11.2.3 Advance payment security (BG) shall be renewed on the request of Contractor in every three months to adjust the balance amount along with interest @ PNB 3 (Three) year MCLR plus 150 bps compounded monthly. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Facilities for which reduction in the value of security is allowed. The security shall be discharged after completion of the Facilities or relevant part thereof.

11.3 Performance Securities

11.3.1 Performance Security

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a Performance Security as per Form-1 or or Form-1A (Section XI Forms and Procedures) for the due performance of the Contract for an amount equivalent to

- 10% (Ten Percent) of Contract price if qualified on its own
- 15% (Fifteen Percent) of Contract price if qualified on the credentials of Manufacturer (who has given authorization)

(as mentioned in Para 5.0 of the Notification of Award) in INR with a validity up to 60 days beyond the Defect Liability Period. In case the completion is delayed beyond the schedule mentioned in the order, the Contractor shall extend the validity of bank guarantee/ insurance surety bond furnished by him towards performance security so as to cover a period of sixty (60) days beyond Defect Liability Period (GCC Clause 26.2) from the day by which both (Employer & Contractor) mutually agree for the completion, failing which the Employer shall have the right to encash the bank guarantee / insurance surety bond without making any reference to Contractor.

11.3.2 Additional Performance Security

In case the Contract is awarded based on the technical and financial credentials of Parent Company/ Group Company/ Subsidiary Company or Manufacturer then additional Security @ 5% (Five Percent) of the Contract Price for the 'Parent Company' / Contract Value of equipment for which authorization has been provided (by Manufacturer for Qualification) for 'Manufacturer' in the form of Bank Guarantee [Form-2(A or B) / 2(C) (Section XI Forms and Procedures)] issued by first class foreign bank and counter guaranteed by Nationalized bank / Scheduled Bank located at India or any branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank duly pledged in favor of UJVN Limited, Dehradun, shall also be deposited by the 'Parent Company' / 'Manufacturer' (who has given authorization for Qualification) or Contractor (in case of foreign 'Parent Company' / 'Manufacturer'). The Additional Performance

Security shall be discharged after completion of the Defect Liability Period (GCC Clause 26.2).

The Performance Security shall be denominated in INR only and shall be in the forms of bank guarantee attached hereto in the Section XI - Forms and Procedures, or in another form acceptable to the Employer. The Performance Security in the form of a Bank Guarantee for amounts in Indian Rupee shall be acceptable if the same is issued by an Indian Nationalized Bank/Scheduled Bank or a foreign Bank notified as Scheduled Bank under the provisions of "RBI Act 1934" through any of its branches in India.

11.3.3 The Performance Security shall be returned to the Contractor immediately after completion of Defect Liability Period (GCC Clause 26.2). In case, defect in any part/Facility occurs during this period then an additional performance security for that part/Facility shall be submitted by the Contractor for the period 60 days beyond the defect liability period of that part/Facility mentioned in GCC Clause 26 - Defect Liability.

11.3.4 The Notification of Award will be deemed to be cancelled if security as above is not furnished within the stipulated time and bid security shall be forfeited.

11.4 Claims under Security

Whether or not the Performance Security is stated by its terms to be payable on the demand of the Employer the Employer shall not make a claim under the Performance Security unless one of the following conditions is satisfied:

- a. The Contractor is in breach of the Contract and fails to remedy the breach within 14 days after receiving written notice from the Employer requiring him so to do. The notice shall state the intention to claim under the Performance Security, the amount claimed and the breach relied upon, or
- b. The Employer and the Contractor have agreed in writing that the amount demanded is payable to the Employer, and the amount has not been paid within 42 days thereafter, or
- c. The Employer has obtained an award after settlement of disputes under Clause 2 of SCC and the amount awarded has not been paid within 42 days after the award,
- d. The Contractor has gone into liquidation or is bankrupt, or
- e. Any other reason specifying the default of the Contractor by the Employer. In every case the Employer shall, when making the claim, send a copy to the Contractor.

In every case the Employer shall, when making the claim, send a copy to the Contractor.

12.0 GCC Clause 25- Completion Time Guarantee

Addition

- 25.4 As soon as the front for erection and installation of Facilities is made available by Employer to the Contractor, Contractor shall immediately deploy the manpower and resources. Contractor shall perform parallel activities on all available fronts without any delay.
- 25.5 Completion Time of the individual Facilities shall be as per the duration defined in 'Program of Performance' submitted as per GCC Sub-Clause 17.2.
- 25.6 Intermediates LDs which has been deducted due to delay in achievement of past Milestones shall be returned if upcoming Milestone is achieved by Contractor as per the duration defined in 'Program of Performance' submitted as per GCC Sub-Clause 17.2. Provided these Milestones are sequential. LD deducted on parallel Milestone (which are independent) shall not be returned.

13.0 Invocation & timely encashment of Bank Guarantees:

- 13.1 In case the Contractor fails to revalidate and submit the guarantee 7 days before the period of expiry of the original bank guarantee, letter of encashment shall forth with be served upon by the Engineer-of-Contract to bank immediately without further waiting for the receipt of the renewed guarantee. If renewal has not been done for any reason whatsoever, this would not affect the time line for encashment.

Letter for renewal/encashment of Bank Guarantee should be sent by registered/speed post as well as by e-mail and through other electronic mediums namely whatsapp, fax etc.

In the event of failure to renew Bank Guarantee before 7 days from the date of expiry, encashment proceedings shall be started as per prevailing Policy of UJVN Ltd. Expenses incurred by UJVN Ltd. towards encashment of such Bank Guarantee shall be recovered from the Contractor.

14.0 GCC Clause 26 Defect liability (GCC Clause 26.7)

(deleted and substituted)

The Contractor shall depute, initially, for first 50% of the time of Defect Liability Period, at site one coordinator and sufficient number of Supervisors/skilled Technicians, to coordinate and repair, modify and replace the faulty system in Defect Liability Period. The Engineer In-Charge shall approve the list of above-mentioned manpower. The above skilled manpower shall take up all necessary steps for repair, modification or replacement of defects, deficiencies or damages.

If the effective steps to repair, modification or replacement of defects, deficiencies or damages are beyond the scope of expertise available at site, the employer shall notify the same to the Contractor. In such case if effective steps to repair, modification or replacement of defects, deficiencies or damages are not taken within seven days of the date of notification thereof by the Employer to the Contractor, or, if such repair, modification or replacement is not completed with reasonable promptitude by the Contractor at its own expense, as required by the Employer in accordance with this Article, the Employer shall be entitled, to cause the same, to be made good by other agencies or otherwise and deduct expenses (of which the certificate of Employer shall be final) from any sum that may by then or at any time thereafter becomes due to the Contractor under the Contract or from the amount released by encashing bank guarantees provided by the Contractor under the Contract or recover otherwise from the Contractor including any money due to the Contractor on any account whatsoever.

For the remaining period of Defect Liability Period the above manpower shall be reviewed and finalized by the Engineer In-Charge for any replacement/alterations.

15.0 GCC Clause 36 Force Majeure (GCC Clause 36.1)

Add sub-paragraph (f) after sub-paragraph (e) in GCC Sub Clause 36.1 as below:

- (f) Epidemic/ Pandemic as declared by State Govt of Uttarakhand/or by Govt. of India, as applicable, which affect the activities of construction of Project.

16.0 Staff and Labour

- 16.1 The Contractor shall comply with all legislations and rules of State and /or Central Government or Other Local Authorities formed from time to time governing the protection of health, sanitary arrangements, wages, Provident Fund, welfare and safety for labour directly or indirectly employed on construction works. The rules and other statutory obligations with regard to fair wages, welfare and safety measures including insurance

etc, maintenance of register etc. shall be deemed to be part of the Contract.

- 16.2 The age limit for employment of labour shall be strictly in accordance with the existing Labour Rules and Regulations.
- 16.3 The Contractor shall comply with the provisions of the Minimum Wages Act 1948 and the rules made thereunder by the Government of Uttarakhand in respect of all employees employed by him or in carrying out this Contract. He shall pay the employees wages not less than the minimum rates of wages, if any, fixed by the Government of Uttarakhand, Department of Labour and Employment for that category (including wages payable for weekly holidays contemplated under the minimum wages act of Uttarakhand read with the applicable Rules for minimum wages).
- 16.4 The Contractor shall at all times indemnify the Employer against all claims arising out of provisions of the Minimum Wages Act 1948 and the Rules framed there under as admissible in respect of any workman employed by the Contractor in carrying out the Contract and against all costs and expenses and penalties incurred by the Employer in this connection. Without prejudice to other means of recovery, the Employer shall be entitled to deduct from any money due or become due to the Contractor all moneys paid or payable by the Employer by way of wages and other dues (including compensation, penalty if any imposed for committing breach of any provision of the Act by the Contractor) in connection with any claim thereto and the Contractor shall abide by the decision of the Employer as to the sum payable by the Contractor under the provisions of this clause.
- 16.5 The Contractor shall provide at his own cost reasonable amenities for securing proper working and living conditions such as water supply, lavatories, bathing places cleanliness, etc. to the labour directly or indirectly employed on the works. Where the labour is employed, urinals/ lavatories will be provided separately by the Contractor for male and female workers as well as crèches for the infant children of labour.
- 16.6 Labour engaged on hazardous jobs and occupations will be provided with necessary safety appliances by Contractor, free of charge.
- 16.7 The Contractor's establishment will be subject to inspection, investigation etc. by the Engineer In-Charge / Engineer of-Contract (Engineer) or by Engineer's Representative or such other Representatives of the Employer as duly authorized on his behalf by him for assuring proper and faithful compliance of the provisions of this Contract by the Contractor with regard to the implementation of labour laws and other matters anticipated herein.
- 16.8 The Contractor shall abide by the decisions and orders of the Engineer with regard to any such matter and furnish, if required, necessary compliance report within the stipulated time.
- 16.9 Contractor shall be responsible for the observance of the provisions of above para by sub-Contractors employed by him in the execution of the Contract.
- 16.10 The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow import, sale, gift, barter or disposal by Contractor's Personnel.
- 16.11 The Contractor shall not give, barter or otherwise dispose of to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.
- 16.12 The Contractor shall, at all stages of works, deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/National Institute of Construction Management and Research (NICMAR)/ National Academy of Construction, CIDC or any similar reputed and recognised Institute managed/certified by State/Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work.

Training of Apprentice

The Contractor shall, during the currency of the Contract, engage and also ensure engagement by his Sub-contractor and other employed by the Contractor in connection with the Works, such number of apprentices and in such categories for such periods as may be required under the Apprenticeship Act 1961 as amended in 2014 and the orders that may be issued from time to time under the said Act and he shall be responsible for all obligations of the Employer under the aforesaid Act, including the liability to make payment to Apprentices as required under the Act.

17.0 Pre-despatch inspection / Despatch Clearance

Pursuant to the requirements in GCC Clause 22, Pre-despatch inspection shall be carried out as per the approved QAP and no such items for which QAP is approved shall be despatched without prior despatch clearance by the Employer or his authorised representative which shall not be unreasonably withheld. The items for which there is no approved QAP, the Contractor shall ensure quality assurance as per his own quality testing standards and carry out dispatches after successful passing the quality standards.

18.0 Distribution of Despatch Documents

18.1 The following set of documents are to be supplied under the “Shipping Documents”/ “Despatch Documents”, in respect of plant and equipment supplied, as specified in respective Price Schedule and in Approved Billing Breakup as prepared subsequent to notification of award:

- i) Invoice of the Contractor duly endorsed in favour of the Engineer In-Charge.
- ii) Evidence of Despatch e.g. LR/GR/RR
- iii) Packing List
- iv) Insurance Declaration
- v) Despatch Clearance Certificate

The distribution of documents shall be as given in Annexure-II to SCC. The Contractor shall submit the Trust Receipt and Indemnity Bond to the duly authorized representative of the Engineer-in-Charge of the Employer. The Contractor shall obtain the Authorisation Letter (Form 10) from the Engineer-in-Charge in respect of plant and equipment supplied.

19.0 Transit Damage

Material shall be supplied by the Contractor properly packed to avoid any Transit damage to the materials. However, Contractor shall be the owner of all such containers. used for despatch of equipment etc.

20.0 GCC Clause 41 Termination (GCC Clause 41.2.2)

Add sub-paragraph (e) after sub-paragraph (d) in GCC Sub Clause 41.2.2 as below: “has defaulted under provisions of SCC Clause 14.”

21.0 Protection of environment

- a) The Contractor shall be required to ensure that there shall be no felling of trees by him or his labourers or their family members and he will be solely responsible for their acts in this regard. The Contractor shall try to maintain ecological balance by preventing deforestation, water pollution and defacing of natural landscape in the vicinity of work areas. The Contractor shall so conduct his construction operations as to prevent an unnecessary destruction of, scarring or defacing the natural

surroundings in the vicinity of the work area. In order to maintain the ecological balance, the Contractor shall specifically observe the following instructions:

- i. Where unnecessary destruction, scarring, damage or defacing may occur as a result of the Contractor's operation, the same shall be repaired, replanted or otherwise corrected at the Contractor's expense. The Contractor will prevent scattering of rocks and other debris outside the work areas. All work areas shall be smoothed and graded in a manner to conform to the natural appearance of the landscape as directed by the Engineer In-Charge.
 - ii. All trees and shrubs which are not specifically required to be cleared or removed for construction purposes shall be preserved and protected from any damage that may be caused by the Contractor's construction operation and equipment. The removal of trees or shrubs will be permitted only after prior approval by the Engineer In-Charge. Special care shall be exercised where trees or shrubs are exposed to injuries by Construction Equipment, blasting, excavating, dumping, chemical damage or other operation and the Contractor shall adequately protect such trees by use of protective barriers or other methods approved by the Engineer In-Charge. Trees shall not be used for anchorage. The Contractor's construction activities shall be performed by methods that will prevent entrance or accidental spillage of solid matter contaminants, debris and other objectionable pollutants and wastage into the river. Pollutants and wastes shall be disposed of in a manner and at sites approved by the Engineer In-Charge. The Contractor shall fully comply with Water (Prevention and Control of Pollution) Act 1974- Section 33 (A).
- b. In the conduct of construction activities and operation of Construction Equipment, the Contractor shall utilize such practicable methods and devices as are reasonably available to control, prevent and otherwise minimize air pollution. The Contractor shall fully comply with Air (Prevention and Control of Pollution) Act, 1981 – Section 31(A).
 - c. Burning of materials resulting from clearing of tree, bush, combustible construction materials and rubbish may be permitted only when atmospheric conditions for burning are considered favourable.
 - d. Contractor (including its Sub-contractor) shall provide alternative fuel arrangement i.e. cooking gas/ kerosene oil, electricity free of cost to all its canteen /mess, labourers and staff working in the Project during the whole period of construction activity to avoid felling of trees for use as firewood. In case alternative fuels supply i.e. kerosene, gas, electricity is not available in the project area, the Contractor shall approach the forest department/ forest corporation to open fuel depot in the project area for meeting the demand of fuel wood.
 - e. No wood shall be used for scaffolding, shuttering or centering in the construction of Works.
 - f. Wood, if required, shall have to be purchased from the State Forest Department.
 - g. The Contractor shall be required to prevent flowing of debris and muck in to the river. Necessary retaining structures like walls/crates etc shall be constructed for the purpose. The Contractor shall also stabilize the muck fully i.e. consolidation and compaction of the muck shall be carried out in the muck dump sites before handing it over to the Employer at the end of construction period.
 - h. Medical facilities as well the recreational facilities shall also be provided to the labourers.

- i. All labourers to be engaged for the construction work shall be thoroughly examined by health personnel and adequately treated before they are deployed in the work.
- j. Contractor shall employ maximum number of local people in not only un-skilled category but also in semi- skilled and skilled categories by imparting skills through training to selected locals. Detailed plan regarding this should be submitted by the Contractor within two months from the Commencement Date.
- k. All the Construction Equipment which are likely to generate high noise levels are to be fully equipped (with noise reduction measures) to meet the ambient noise control standards.
- l. The Employer shall facilitate/assist Contractors in obtaining necessary permits from District Authorities. The Contractor shall not allow any of its employee / labourers employed by it to settle in that area even temporarily.

If any provision(s) is not complied with, within a reasonable time even after issue of a notice in this respect, the necessary operations would be carried out by the Engineer In-Charge at the cost of the Contractor.

Separate payment shall not be admissible to the Contractor for complying with the provisions of this clause except the protection works as specially provided for in BOQ. All other costs shall be deemed to have been included in the items mentioned in the Bill of Quantities.

The Contractor shall indemnify and hold the Employer harmless against and from all claims, damages, losses and expenses (including legal fees and expenses) resulting from the consequences of any failure by the Contractor to comply with the provisions of this Sub- Clause

Annexure-I

Sl. No.	Facility/Milestone	Completion	Remark
1	XXXXXX	T + XXXX days	
2	XXXXXX	XXXX	
3	XXXXXX	XXXX	
4	XXXXXX	XXXX	
5	XXXXXX	XXXX	
6	XXXXXX	XXXX	

T = Time of Commencement (as per relevant clause of Contract)

Annexure-II

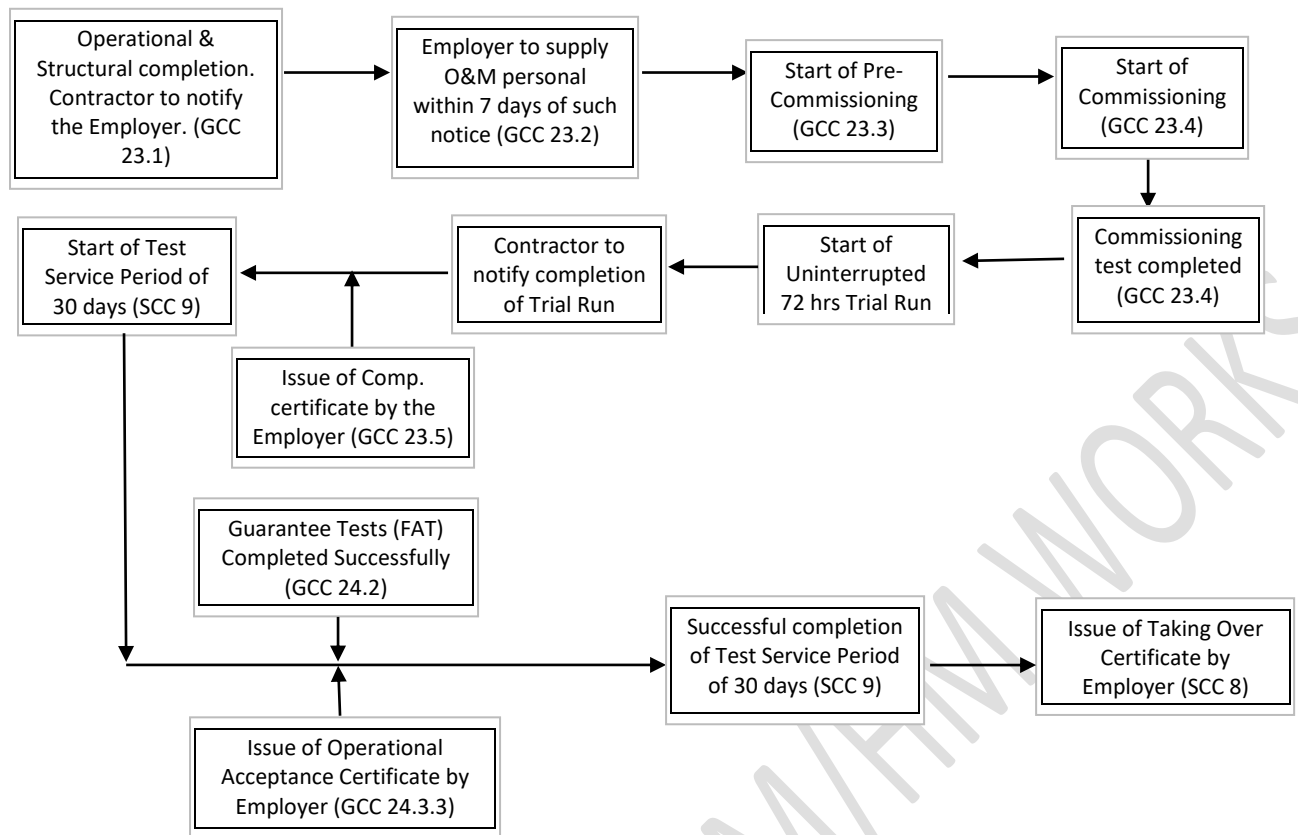
MODEL DISTRIBUTION OF SHIPPING DOCUMENTS

S. N.	Shipping documents	Engineer-in-Charge MPP			Engineer of-Contract
		Original	Copy 1	Copy 2	Copy 3
1.	Invoices				
	Original	X			
	Copies		X	X	X
2.	LR/ RR/ GR				
	Original	X			
	Copies		X	X	X
3.	Packing list				
	Original	X			
	Copies		X	X	X
4.	Insurance declaration	X	X	X	X
5.	Despatch clearance Certificate	X	X	X	X

X – Documents Applicable

Annexure-III

Sequence of activities related to Completion of Facilities, Commissioning, Operational Acceptance and Taking Over



SECTION VII - BILL OF QUANTITIES (BOQ)

SBD FOR E&M/HM WORKS

SECTION VIII - GENERAL TECHNICAL SPECIFICATIONS (GTS)

This Section shall specify the general technical requirements for the items to be included in the Tender.

SBD FOR E&M/HM WORKS

SECTION IX - PARTICULAR TECHNICAL SPECIFICATIONS (PTS)

This Section shall specify the particular technical requirements for the Works/Supplies on a functional basis, including detailed requirements on quality and scope.

SBD FOR E&M/HM WORKS

This Section shall specify the technical data requirements for the Plant and Equipment to be supplied under the Contract.

1.1 Guaranteed Technical Particulars

[illegible]



SECTION XI – FORMS AND PROCEDURES

Bid Form-1

LETTER OF BID (DECLARATION/AGREEMENT OF VALIDITY FORM)

(To be executed on non-judicial stamp paper of Rs. 100/- plus
Revenue stamp of Rs. 1/-affixed)

Date:

Tender No.:

Name of Work : *To be provided as per Clause 2.2 of Section III: Instruction to Bidders (ITB).*

To:

Address of OIB as per Clause 2.4 of ITB

Gentlemen and/or Ladies,

1. Having examined the Bidding Documents, including Addenda Nos. (Insert Numbers), the receipt of which is hereby acknowledged, we the undersigned, offer to design, manufacture, test, deliver, install and commission (including carrying out Performance & Guarantee Test) the Facilities under the above-named Contract in full conformity with the said Bidding Documents for the sum as mentioned in the Schedule of Quantities & Prices or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2. **Attachments to the Bid Form:**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form:

- a) Attachment 1: Earnest Money Deposit in the form of FDR/ Bank Guarantee valid for a period of 90 days beyond the 'Period of Bid Validity' in accordance with ITB Clause 15.
- b) Attachment 2: A power of attorney (in original) containing ratification clause duly authenticated by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid (alongwith authority of executants to execute power of attorney by way of board resolution etc. including the power to sub-delegate) as per ITB Clause 9.1 and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 15.
- c) Attachment 3 : The documentary evidence establishing in accordance with ITB Clause 4 that we are eligible to bid. The qualification data has been furnished as per your format enclosed with the bidding documents.

We confirm that you and your authorised representatives are hereby authorised to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this bid, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This undertaking will also serve as authorisation to any individual or authorised representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves to verify statements and information provided, or with regard to the resources, experience, and competence of the Bidder.

We understand that tenders will be subject to verification of all information submitted for meeting eligibility criteria.

- d) Attachment 4: Our Appreciation of the Project and the documentary evidence for the “Facilities” as defined in GCC Clause 1.1 that the Facilities offered by us are eligible “Facilities” and conform to the Bidding Documents has been furnished as Attachment 4. Moreover, it is confirmed that we have accepted all the terms & conditions, technical specifications, drawings Model QAP & QTS including all annexures/ attachments/ Forms/ Schedules etc. except to the variation/deviations mentioned in Attachment-6 (without cost of withdrawal) and Attachment-6A (with cost of withdrawal). All the detailed technical information & data and Guaranteed Technical Particulars duly filled in & signed as per the requirement of Section-X (Technical Data Sheet) is also furnished.
- e) Attachment 5: We agree to accept the names of approved Sub-contractors/vendors mentioned in Attachment-5 under heading ‘A’ – “List of Approved Sub-contractors/Vendors”. We also propose additional sub-contractors/vendors for the listed equipment/item giving details of the name, nationality and documentary evidences in support of meeting the specific qualification criteria of such sub-contractor/vendor in Attachment-5 under heading ‘B’. Further, we understand that the inclusion of additional Sub-contractors/vendors in the list of approved Sub-contractors/vendors shall be governed under GCC Clause no. 18 of Bid documents.
- f) Attachment 6: The variation and deviations from the requirements of the Conditions of Contract and other commercial conditions, Technical Specification and Drawings in your format enclosed with the Bidding Documents without indicating cost of withdrawal.
- g) Attachment 6A: The variation and deviations from the requirements of the Conditions of Contract and other commercial conditions, Technical Specification and Drawings in your format enclosed with the Bidding Documents, indicating, inter alia, the cost of withdrawal of the variation and deviations has been submitted in pdf format in online price bid.
- h) Attachment 7: Self declaration on Banning of Business Dealings: A declaration on the letterhead of the company that we (including our Manufactures & sub-contractor) have not been banned/de-listed/black listed/debarred from business on the grounds mentioned in para 5 of Draft Policy & Procedure for Withholding/Banning/Blacklisting of Business dealings and further have not been declared ineligible para 5 of Draft Policy & Procedure for Withholding/Banning/Blacklisting of Business dealings (Annexure-A) to Integrity Pact. Self- declaration in this regard is to be submitted as per Proforma enclosed at Attachment – 7.
- i) Attachment 8 : Tender fee in the Form of DD for an amount of INR including GST (Rupees... *in words*... only including GST) towards ‘Cost of Tender Document & Analysis Fee’ as per ITB Clause 12.
- j) Attachment 9: Pre-Contract Integrity Pact & guidelines on banning of business dealings.
- k) Attachment 10: Letter of Authorization The Letter(s) of Authorization from the manufacturers of, if any, whom we now proposes to associate.
- l) Attachment 11: Detailed Site visit report A detailed Site Visit Report pursuant to ITB Clause no.6
- m) Attachment 12: Self declaration regarding Insolvency and Bankruptcy Code 2016 shall be submitted.
- n) Attachment 13: ECS Form mentioning the bank details
- o) Attachment 14: Information w.r.t. MSME Development Act 2006

- p) Attachment 15: The declaration regarding the deemed export benefits considered in the bid as per your format enclosed in the Bidding Documents.
- q) Attachment 16: Anti profiteering Certificate as per your format enclosed in the bidding document.
- r) Attachment 17: HSN /SAC Code & Rate of Custom Duty (%) for all the items duly filled in and signed as per your format enclosed in the bidding document.
- s) Attachment 18: Self-Certificate for Local Content & Cyber Security
- t) Attachment 19: Undertaking from parent/ holding company
- u) Attachment 20: Certificate from bidder whose country shares land border with India

3. PRICE SCHEDULES:

- 3.1 In line with the requirements of the Bidding Documents, we enclose herewith the following Price Schedules, duly filled-in as per your Proforma:

Schedule No. 1	Plant and Equipment (including Specified Spare Parts and Tools & Instruments) <i>[Separate Schedule for supplies from Abroad and India may be included in case of International Competitive Bidding (ICB)]</i>
Schedule No. 2	Local Transportation including Port Clearance & Port Charges and inland Insurance
Schedule No. 3	Installation & Other Services
Schedule No. 5	Recommended Spare Parts

We confirm that we have quoted our prices of each individual items listed in the 'Bill of Quantities' as per ITB Clause 11.

- 3.2 We are aware that the Price Schedules (Schedule of Quantities & Prices) do not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications and other Bidding Documents and Drawings to ascertain the full scope of work included in each item while filling-in the rates and prices in the Price Bid. We agree that the entered rates and prices shall be deemed to include for the full scope as aforesaid, including overheads and profit.
- 3.3 We declare that as specified in the Conditions of Contract, prices quoted by us in the Price Schedules (Schedule of Quantities & Prices) shall be subject to adjustment in accordance with Appendix-2 (Price Adjustment) to the Contract Agreement.
- 3.4 We understand that the Price Bid duly filled in required format as per ITB Clause 9.1, Cover-2-Financial Bid (Price Bid) in conformity with the tender specification shall be uploaded on the e-procurement portal only. Unit of Measure (UOM) is indicated in the BOQ. The BOQ is to be filled in by filling rates of the items to be filled in by us. The calculation of amount by multiplying the quantities with the rates filled in, sub-totals, total etc. shall be done by formulae already provided in electronic form.

In case of any discrepancy in the calculations, the unit rates shall be considered final and the amount calculated by using the same shall be corrected and considered as final. Where ever prices for items is left blank, in the BOQ, it shall be deemed to have been included in other items

- 3.5 We declare that Price column of sub-items left blank or Zero in an item in the Schedules will be deemed to have been included in other sub-items of that item. The TOTAL for each Schedule and the TOTAL of Grand Summary shall be deemed to be the total price for

executing the Facilities and sections thereof in complete accordance with the Contract, whether or not each individual sub-item has been priced.

4. We confirm that except as otherwise specifically provided our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor or their employees by all municipal, state or national government authorities in connection with the Facilities, in and outside of India. Further the prices have been quoted after taking into account the Input Tax credit and other benefits.
- 4.1 We further understand that notwithstanding 4.0 above, we shall solely be responsible for obtaining Deemed Export Benefits under the extant EXIM Policy of Government of India, if any and in case of failure to receive such benefits, the Employer will not compensate us as stipulated in GCC Clause No. 13.2. The Employer shall, however, make available the Project Authority / Payment certificate only as per extant rules and procedures to the extent mentioned in our Attachment 15 of this Bid for availing such exemptions / concessions by us.
- 4.2 We confirm that all taxes & duties i.e. Custom duty, GST, other levies and charges etc. are included in our quoted prices of Price Schedule 1,2,3 & 4 and no additional cost on account of any taxes/duties/levies/charges etc. shall be payable by you for the items/works/scope specified in Price Schedule 1, 2, 3 & 4.
- 4.3 We confirm that we shall also get registered with the concerned GST Authorities, in the state where the project is located/
- 4.4 We confirm that percentage of Taxes & Duties has been provided against each item as per the Price Schedule-1, 2, 3 & 5 of Tender Document separately in unpriced Price Schedules and is enclosed in Cover-1: Techno-Commercial Offer.
5. **CONSTRUCTION OF THE CONTRACT:**

We (*applicable to foreign bidders only*) declare that we have studied Clause SCC 5 relating to mode of contracting for Foreign Bidders and we are making this proposal with a stipulation that you shall award us three separate Contracts viz. 'First Contract' for CIF/CIP supply including Custom duty and applicable taxes of all off-shore equipment and materials including Specified spares & Tools and Instruments and 'Second Contract' for Ex-works supply including applicable taxes & duties of all equipment and materials including Specified spares & Tools and Instruments of Indian origin and 'Third Contract' for providing all services i.e. *port handling and clearance for the imported goods, further loading and inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including Performance Testing* in respect of all the equipment supplied under both the contracts and any other services specified in the Contract Documents including applicable taxes & duties. We declare that the award of three contracts will not, in any way, dilute our responsibility for successful operation of Plant/ Equipment and fulfillment of all the obligations as per Bidding Documents and that these three Contracts will have a cross-fall breach clause i.e. a breach in one Contract will automatically be classified as a breach of the other two Contracts which will confer on you the right to terminate the other Contract at our risk and cost.

We (*applicable to Domestic Bidders only*) declare that we have studied SCC Clause 5 relating to mode of contracting for Bidders and we are making this proposal with a stipulation that you shall award us two separate Contracts viz. 'First Contract' for ex-works and CIF/CIP supply, if any, including Custom duty and applicable taxes of all equipment and materials including Specified spares and Tools & instruments identifying separately the CIF/CIP and Ex-works components of the supply and 'Second Contract' for providing all the services i.e. *inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including performance testing* in respect of all the equipment supplied under the 'First Contract' and any other services specified in the



Contract Documents including applicable taxes & duties.. We declare that the award of two Contracts will not in any way dilute our responsibility for successful operation of plant/equipment and fulfillment of all the obligations as per Bidding Documents and that both the Contracts will have a cross-fall breach clause i.e. a breach in one contract will automatically be classified as a breach of other contract which will confer on you the right to terminate the other Contract at our risk and cost.

6. We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:

GCC 5	Governing Law
GCC 6	Settlement of Disputes
GCC 12	Terms of Payment
SCC 11.3	Performance Securities
GCC 13	Taxes & Duties
GCC 25	Completion Time Guarantee
GCC 26	Defect Liability
GCC 27	Functional Guarantees
GCC 28	Patent Indemnity
GCC 29	Limitation of Liability
Appendix 2 to Form of Contract Agreement	Price Adjustment
ITB Clause 3, GCC 41.2	Corrupt or Fraudulent or Collusive or Coercive Practices and Banning of Business Dealing
Attachment-9	Integrity Pact

We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment 6 and/or Attachment 6A, shall not be given effect to.

7. We undertake, if our bid is accepted, to commence the work on Facilities immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.
8. If our bid is accepted, we undertake to provide an Advance Payment Security, if any, a Performance Security and Additional Performance Security (if any) in the form and amounts, and within the times specified in the Bidding Documents.
9. We agree to abide by this bid for a period of days from the date of opening of techno-commercial bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares contained in our Bid shall remain valid for a period of days after the expiry of validity of bid, mentioned above.
10. Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
11. We understand that you are not bound to accept the lowest or any bid you may receive.
12. We confirm that we have filled-in the data required to be furnished by us in the Special Conditions of Contract.
13. We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without



collusion or fraud, corrupt, fraudulent practices including misrepresentation of facts or Collusive or Coercive practices.

14. We confirm that we shall abide by the Quality Assurance and Testing Specifications including Model Quality Assurance Plan of the Bid Document. We also confirm that no deviation from this Model Quality Assurance Plan shall be made without prior approval of Employer.
15. We confirm that our Bid including rates / prices quoted by us in the Schedules & Attachments are unconditional except to the extent mentioned in Attachment-6A.

Thanking you, we remain,
Yours faithfully,

(Signature)

Name

In the capacity of

Duly authorized to sign the Bid for and on behalf of

.....(Company Seal)



ATTACHMENT-1

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY(To be executed on non-judicial stamp paper of **Rs.**)

Bank Guarantee No. _____

Date: _____

To,

**UJVN Limited,
UJJWAL, Maharani Bagh,
G.M.S. Road, Dehradun (Uttarakhand)**

Sir,

WHEREAS a Company incorporated under the Companies Act, 1956 having its registered office at (hereinafter called the "Bidder") has/have in response to your tender document against specification No. offered for **works of name of project with capacity....** which includes **name of work as per clause 2.2 of ITB**, in Uttarakhand.

AND WHEREAS the Bidder is required to furnish to you a Bank Guarantee for the sum of Rs. as Earnest Money Deposit (EMD) against the Bidder's offer as aforesaid

AND WHEREAS We.....(Name of the Bank) a Nationalized Bank / Scheduled Bank having its registered office at have at the request of the Bidder, agreed to give you this guarantee as hereinafter contained.

NOW THEREFORE in consideration of the premises set forth hereinabove, We..... the undersigned do hereby covenant on behalf of the Bank that the aforesaid Proposal of the Bidder shall remain open for acceptance by you during the period of validity as mentioned in the tender document or any extension thereof, (such extension shall always be deemed to have been made with free and due consent of the Bank & shall not be called into question by Bank) and if the Bidder shall for any reason backout, whether expressly or impliedly, from his said proposal during the period of its validity or any extension thereof as aforesaid, We hereby guarantee to you the payment of the sum of Rs..... on demand, without demur, without any reference or recourse to the Bidder and notwithstanding the existence of any dispute between you or your authorized representative and the Bidder in this regard AND WE hereby further agree as follows:-

- 1- That you may without affecting the guarantee grant time or other indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender document and thereby modify, alter and vary these conditions or add thereto any further conditions as may be mutually agreed upon between you and the Bidder AND any such modification, alteration and variance shall always be deemed to have been made with the free and due consent of the Bank and shall not be called into question by the Bank.
- 2- That this guarantee shall not be affected by any change in the Constitution of the Bidder or any change in the Constitution of the Bank.
- 3- Notwithstanding the pendency of any settlement, conciliation, arbitration or any other mode of redressal of any dispute, divergence or difference of opinion between you and the Bidder the amount specified hereinabove shall be payable by the Bank on demand, without demur, without reference and without recourse to the Bidder.
- 4- That this guarantee shall be payable and encashable at Dehradun at the branch of the Bank at Dehradun, without demur, without reference or recourse to Bidder.
- 5- That this guarantee commences from the date hereof and shall remain in force till the

Bidder, if his proposal is accepted by you, furnishes the security as required under the said specifications and executes a formal agreement as therein provided or till 90 days after the period of validity or the extended period of validity, as the case may be, of the proposal, whichever is earlier. It is emphasized that you will be the sole judge and authority to grant or not to grant such extension and such extension shall neither be called into question nor shall be disputed by the Bank.

- 6- That it is undertaken by the Bank consciously that payment under this guarantee shall be made by the Bank upon receipt of your first written demand signed by your ... **address of Engineer Of-Contract...** declaring the Contractor to be in default under the Contract, without cavil or argument, any sum or sums as specified hereinabove 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.
- 7- That this guarantee shall be governed by the Laws of State of Uttarakhand / India and that the jurisdiction of Courts, regarding any dispute in which this Bank Guarantee is in issue, shall exclusively lie at District Court of Dehradun or High Court of Uttaranchal at Nainital as the case may be, and jurisdiction of other Courts shall not lie.
- 8- Notwithstanding anything contained hereinabove, this guarantee shall be valid up to if not encashed by you before the said date or not extended further by the Bank.
- 9- That the expression "The Bidder" and the "Bank" and "the UJVN Limited" Herein used shall, unless such an interpretation is repugnant to the subject or context include their respective legal heirs, successors, executors, administrators and assignees.

Notwithstanding anything contained hereinabove:

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before

Yours faithfully

WITNESS

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

(Signature).....

(Name).....

(Designation with
Bank Stamp)

.....

Staff Authority No.

Dated.....

Communication address of the Bank :
Name of the contact person :
Tel. No. :
Fax No. :
Email :

**INSTRUCTIONS FOR EXECUTION OF BANK GUARANTEE FOR
EARNEST MONEY DEPOSIT**

1. Bank Guarantee for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Bank, where executed. In case the same is issued by a first class International bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the Bank Guarantee for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Bank.
2. The executing officers of the Bank Guarantee for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No. / Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Bank guarantee for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Bank.
4. Stamp paper shall be purchased in the name of Bank issuing the Bank Guarantee, after the date 'Notice Inviting Tender', not more than six (6) months prior to execution/issuance of the Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. The issuing Bank shall be requested independently for verification/confirmation of the Bank Guarantee issued, non-confirmation of which may lead to rejection of 'Bid Security'.
5. Irrevocable, valid and fully enforceable Bank Guarantee in favor of employer _____ (Name of Employer) issued by any scheduled bank approved by the Reserve bank of India which is acceptable to the Employer. The Bank Guarantee issued by a Foreign Bank shall be routed through the corresponding branch of such scheduled foreign banks in India or any scheduled Bank, acceptable to the Employer.
6. Bank Guarantee for Bid security in original shall be submitted along with the Bid. However, the issuing Bank shall submit an unstamped duplicate copy of Bank Guarantee directly by registered post (A.D.) to the Employer (authority inviting tenders) with a forwarding letter.

Attachment – 1A**FORM OF DECLARATION**

Subject: *Name of work as per Clause 2.2 of ITB*

It is declared without any qualification whatsoever

1. I/We have inspected the site of works and have made me/us fully acquainted with the local conditions in and around the sites of works. I/We hereby declare that I/We have gone through the conditions laid down in the Notice Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Technical Specifications understood the same and our quoted rates, in the schedule of quantities attached with the tender documents are on the basis of the same.
2. The Bidder is familiar with all general and special laws, acts, ordinances, rules and regulations of the Municipalities, District, State/UT and Central Government of India that may affect the work, its performance or personnel employed therein. Bidder also undertakes to abide by all labour welfare legislations.
3. The submitted Techno-Commercial and Price Bid proposals are strictly in conformity with the documents issued by the UJVN Ltd. except to the Deviations and Cost of withdrawal attached at Attachment 6 and Attachment 6A respectively.
4. In case any deviations are noticed which might have crept inadvertently, that such deviations without reservation of any kind are automatically deemed to have been withdrawn by the bidder.
5. We hereby also declare that any of the firms (including our Sub-contractor/Manufactures/Vendors) have not been declared ineligible to bid for corrupt or fraudulent practices or banned/blacklisted from business dealings on any consideration by the Owner, any Govt. institution or Public Sector Undertakings in any country.
6. I/We shall also uniformly maintain such progress with the work, as may be directed by the UJVN] Ltd to ensure completion of same within the target date as mentioned in the tender document.
7. The statement submitted by the Bidder is true and correct.

(Signature of Bidder)

Witness:

Address:

Date:

ATTACHMENT-1B**FORMAT OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT**

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above-named Contract (hereinafter called "the Bid").

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto UJVNL Limited (a Govt. of Uttarakhand Enterprises) (hereinafter called "the Employer") for the sum of..... (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST MONEY
DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company.
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

Attachment-2A**POWER OF ATTORNEY**

(On Non-Judicial Stamp Paper of Appropriate value)

KNOW ALL MEN BY THESE PRESENTS THAT WE M/S
 a
 COMPANY ORGANISED and existing under the laws of..... (NAME OF
 COUNTRY) AND HAVING ITS
 REGISTERED/PRINCIPAL OFFICE /PLACE OF BUSINESS
 AT..... REPRESENTED
 BY..... (NAME OF PERSONS) (THE "EXECUTANT") DO HEREBY
 NOMINATE, CONSTITUTE, AUTHORIZE AND APPOINT MR.
 [.....Name of Attorney.....] , SON OF [.....],
 RESIDENT OF [.....] AND
 PRESENTLY EMPLOYED WITH.....], A COMPANY/ CORPORATION
 ORGANISED AND EXISTING UNDER THE LAWS OF
 (NAME OF THE COUNTRY) AND
 HAVING ITS REGISTERED OFFICE/PRINCIPAL PLACE OF BUSINESS AT
 AS OUR TRUE AND LAWFUL
 ATTORNEY (THE "ATTORNEY") SEVERALLY AND JOINTLY TO DO IN
 OUR NAME AND ON OUR BEHALF ALL OR ANY OF THE FOLLOWING
 ACTS, DEEDS AND THINGS IN CONNECTION WITH OR IN RESPECT OF
 OR RELATING TO THE NOTICE INVITING TENDER NO. DATED
 (THE "NIT") ISSUED BY UJVNL LTD, A COMPANY EXISTING AND
 REGISTERED/INCORPORATED UNDER COMPANIES ACT, 1956
 /PRINCIPAL PLACE OF BUSINESS AT UJJWAL, GMS ROAD, MAHARANI
 BAGH, DEHRADUN (UTTARAKHAND) (THE "OWNER") FOR THE
 EXECUTION, CONSTRUCTION AND DEVELOPMENT OF THE WORKS
 DESCRIBED IN THE NOTICE INVITING TENDER (NIT) (THE "WORKS")
 THAT IS TO SAY:

- a. TO PREPARE, OFFER, SIGN, SUBMIT AND DELIVER TO THE OWNER THE EXECUTANT'S BID FOR THE WORKS PURSUANT TO THE NIT (THE "BID") INCLUDING TO MAKE, SIGN, SUBMIT, DELIVER, EXECUTE, AND ACCEPT ALL DOCUMENTS, INFORMATION, APPLICATIONS AND OTHER WRITINGS NECESSARY FOR OR INCIDENTAL TO THE SIGNING, SUBMISSION AND DELIVERY OF THE BID to the Owner;
- b. TO NEGOTIATE, ENTER INTO, SIGN AND EXECUTE, ACCEPT AND DELIVER ALL CONTRACTS UNDERTAKINGS, ACCEPTANCES AND OTHER WRITINGS CONSEQUENT UPON ACCEPTANCE OF THE EXECUTANT'S BID;
- c. PARTICIPATE IN BIDDERS' AND OTHER CONFERENCES AND PROVIDE ALL INFORMATION REQUIRED BY THE OWNER AND TO FURNISH/SEEK CLARIFICATIONS ARISING OUT OF OR RELATING TO THE NIT AND, UPON AWARD OF THE CONTRACT CONSEQUENT TO THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE OWNER;
- d. TO REPRESENT AND ACT ON BEHALF OF THE EXECUTANT IN RESPECT OF ALL MATTERS BEFORE THE OWNER RELATING TO THE EXECUTANT TO BID AND UPON THE ACCEPTANCE OF THE EXECUTANT'S BID BY THE OWNER INCLUDING THE RESULTANT CONTRACT ON SUCH ACCEPTANCE OF THE EXECUTANT'S BID (THE "CONTRACT") IN RESPECT OF ALL MATTERS RELATING TO OR ARISING OUT OF OR CONCERNING THE CONTRACT AND TO GENERALLY DEAL WITH THE OWNER ON BEHALF OF THE EXECUTANT



IN ALL MATTERS ARISING OUT OF OR IN CONNECTION WITH OR RELATING TO OR ARISING OUT OF THE EXECUTANT'S BID. THE NIT AND THE CONTRACT IN THE EVENT OF ACCEPTANCE OF THE EXECUTANT'S BID BY THE OWNER;

- e. AND GENERALLY TO DO ANY AND ALL OTHER AND FURTHER ACTS, DEEDS AND THINGS WHICH ARE NECESSARY FOR OR INCIDENTAL TO OR DEEMED APPROPRIATE FOR MORE EFFECTUAL EXERCISE OF THE POWERS HEREBY CONFERRED.

AND We, the Executant above named do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney pursuant hereto shall always be deemed to be the acts, deeds and things done by the Company.

IN WITNESS WHEREOF, THIS POWER OF ATTORNEY ON THIS [.....] DAY OF [.....], [20.....]

Name of Attorney Holder:.....
Signature of the Attorney Holder:.....

Name of Attorney Holder:.....
Signature of the Attorney Holder:...

Seal of the Company

For [Name of the Executant]

By (Name of Officer)
Title

WITNESSES

1.

2.

[Notarized]

Notes: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when its is so required, the same should be under common seal affixed in accordance with the required procedure. The Bidder should submit for verification the extract of the charter documents and documents such as a resolution of its Board of Director/ power of attorney in favour of the person executing this Power of Attorney for delegation of power hereunder on behalf of the Bidder. For a Power of Attorney executed should be duly stamped in accordance with Indian Stamp Act, as applicable to Uttarakhand.



Attachment-2B

POWER OF ATTORNEY OF LEAD MEMBER OF THE JOINT VENTURE

(On Non-Judicial Stamp Paper of Appropriate value to be purchased in the Name of Joint Venture)

Whereas the UJVNL Limited (the "Owner") has by its Notice Inviting Tender (NIT) No ----- dated ----- (the "NIT") invited to bids for the works described therein (the "Works"); and

Whereas, ... and(collectively the "Joint Venture") being Members of the Joint Venture with as its leader (the "Lead Member") are interested in bidding for the Works in accordance with the terms and conditions of the "Bid Documents", and

Whereas it is necessary for the Members of the Joint Venture to vest the Lead Member with all necessary power and authority to do for and on behalf of the Joint Venture, all acts, deeds and things as may be necessary in connection with the Joint Venture's bid for the Works and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS WE

....., a company organized and existing under the laws of [.....] and having its registered office at [.....] represented by (name of Person) (the "JV Member") do hereby irrevocably designate, constitute, nominate, appoint and authorize the Lead Member, a company organized and existing under the laws of and having its Registered Office at as the Leader of the Joint Venture and our duly constituted true and lawful Attorney (hereinafter called the 'Attorney') to do for and in respect of or relating to proposed Bid of the Joint Venture for the Works in response to the NIT dated ---- (the "JV Bid") and in the event of acceptance of JV Bid in our name and on our behalf all or any of the following acts, deeds and things that is to say:

1. To represent the Joint Venture and each of the JV Members in all dealings with the Owner in relation to the JV Bid and upon acceptance of the JV Bid and consequent award of the contract to the Joint Venture (the "Contract") with respect to all matter arising out of or relating or incidental to the Contract;
2. To prepare, sign, submit and deliver to the Owner the JV Bid for the works pursuant to the above NIT including to sign, submit and deliver, execute, accept and deliver all documents, information, applications and other writings necessary for or incidental to the signing, submission and delivery of the Bid.
3. To negotiate, enter into, sign and execute, accept and deliver the Contract and all other undertakings, acceptances and writings consequent upon acceptance of the JV Bid by the Owner;
4. Participate in Bidders and other conferences and provide all information required by the Owner and to furnish/seek clarifications arising out of or relating to the Bidding Document and the JV Bid and the Contract in the event of acceptance of the JV Bid by the Owner;
5. To represent and act on behalf of the Joint Venture and the JV Members in respect of all matters before the Owner relating to the Joint Venture, the JV Bid and, upon the acceptance of the JV Bid by the Owner including the resultant Contract on such the acceptance of the JV Bid, in respect of all matters relating to or arising out of or concerning the Contract and to generally deal with the Owner on behalf of the Joint Venture and the JV Members in all matters arising out of or in connection with or relating to or arising out of the Bidding Document, the JV Bid and the Contract in the event of acceptance of the JV Bid by the Owner;
6. To sub-delegate all or any of the powers hereby conferred to such person or persons including any employees of the Attorney and/or of all or any of the JV Members as the Attorney may in its sole discretion deem appropriate;



7. And generally to do any and all other and further acts, deeds and things which are necessary for or incidental to or deemed appropriate for more effectual exercise of the powers hereby conferred.

AND nothing contained herein shall derogate from the Attorney's responsibility as leader of the Joint Venture to ensure performance of the Contract including performance of their respective portion of the Contract by the JV Members. Provided however all the JV Members shall be jointly and severally liable for performance of the Contract and failure of one or more of the JV Members to perform their respective portions of the Contract shall be deemed to be a default by all the JV Members.

AND we the above named JV Members do hereby declare that this power of Attorney shall remain valid, binding and irrevocable till the earlier of the completion of the Defect Notification Period in terms of the Contract(s) if the JV Bid is accepted by the Owner, or the award of the Works under the NIT dated ----- to any other bidder.

AND we the above named JV Members do hereby agree and undertake to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers hereby conferred and all acts, deeds and things done or caused to be done by our said Attorney in exercise of the power hereby conferred shall always be deemed to be the acts, deeds and things done by the Joint Venture Company.

In witness whereof we the JV Members above named have executed this Power of Attorney on this day of under their respective common seal(s), at -----
---- (name of place).

COMMON SEAL

For [.....]
By _____
[(Signature of authorized representative)]
Name:
Designation: Director.

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

For [-----]
By _____
(Signature of authorized representative)
Name:
Designation: Director.

The common Seal of [.....] has been affixed, pursuant to the resolution passed by its Board of Directors at their meeting held on [.....], in the presence of Mr. [.....], Director who has affixed his signatures hereinabove in confirmation thereof.

Note:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure, and
- Shall be signed by the authorized representatives of each Member of the Joint Venture.
- Copy of charter documents and documents such as resolution/other Authorization in favour of executants of Power of Attorney is attached hereto for verification.
- For a power of Attorney executed and issued overseas, shall be duly apostilled as per Hague Convention 1961 or duly stamped in accordance with Indian Stamp Act, 1899 within three months from the date of receipt of POA in India.

* Strike out the form, if not applicable for the bidder.



ATTACHMENT-5A

A: LIST OF APPROVED SUBCONTRACTORS/VENDORS

(Provide the List of Vendor / Sub-Contractor for all the items for which Tender is to be invited)

Note: Vendor/Sub-Contractor need to invariably comply with detailed technical specification covered in GTR, GTS and PTS.

SBD FOR E&M/HM WORKS

ATTACHMENT-5B

B: SPECIFIC QUALIFICATION CRITERIA FOR SUB-CONTRACTORS/VENDORS PROPOSED BY THE BIDDER

(Provide the criteria for acceptance of alternate Vendor / Sub-Contractor other than specified in Attachment 5A)

Example:

Sl. No.	Items of Facilities	Name of Sub-Contractors / Vendors	Country of origin of Goods	Specific Qualification Criteria
1.1	SERVOMOTOR			The Sub-contractor/vendor: i) Should have manufactured servomotor of at least 80% of servomotor capacity and operating pressure range of to..... (range of pressure) bar and above (considering two servomotors for turbine) during the last seven (7) years ending last day of the month previous to the one in which NIT is published. ii) The servomotor so manufactured should have been in successful operation at least at two hydro power stations to be certified by ordering agency or Should have successfully executed at least three comparable orders which need to be certified by the ordering agency. iii) Should be an ISO certified company. Documentary evidence duly certified by contractor along with the complete details of the company profile be furnished.

Note:

1. Vendor/Sub-Contractor need to invariably comply with detailed technical specification covered in GTR, GTS and PTS

ATTACHMENT – 6
List of Deviations without Cost of Withdrawal
(To be furnished by the Bidders in —Part-I of Stage-I)

(Bidder's Name & Address):

To:
 (Name of the Employer)

Dear Sir,

Following are the deviations proposed by us as per ITB Clause 25.8.

S.No.	Clause No.	Deviation	Remarks/Justifications

Note :

1. We hereby confirm that all the deviations specified as above in Attachment – 6 are the same which have been mentioned in Attachment - 6A alongwith its cost of withdrawal and submitted in price bid at BOQ-6.
2. We hereby confirm our acceptance and compliance to the critical provisions of GCC & other section clauses listed in ITB Clause 25.7.

Date:

Place:

(Signature).....
 (Printed Name)
 (Designation).....
 (Common Seal)

List of Deviations with Cost of Withdrawal
(To be furnished by the Bidders in BOQ6)

Contract No:

[illegible]

ATTACHMENT-7

[Format for declaration by the bidder]

Self Declaration by the bidder

I/ We, M/s ... (Name of Bidder) (including Manufacturers & Sub-Contractors) hereby certify that I/we (including Manufacturers & Sub-contractors) have not been banned/ de-listed/ black listed/ debarred from business on the grounds mentioned in **para 5 of Draft Policy & Procedure for Withholding/Banning/Blacklisting of Business dealings (Annexure-A)** to Integrity Pact, ITB Clause 3 of Bid Document.

I/ We, M/s ... (Name of Bidder) (including Manufacturers & Sub-contractors) hereby certify that I/we have not been declared ineligible under **para 5 of Draft Policy & Procedure for Withholding/Banning/Blacklisting of Business dealings (Annexure-A)** to Integrity Pact, ITB Clause 3 of Bid Document.

(Seal & Signature of the Bidder)

Note: This 'Declaration' should be on the letter head of Bidder

ATTACHMENT-8

(Scanned Copy of DD towards 'Tender Document & Analysis Fee')

SBD FOR E&M/HM WORKS

ATTACHMENT – 9

**[To be uploaded online (scanned copy)]
(Format of Integrity Pact)**

(To be executed on plain paper at the time of submission of bid and on Non-Judicial Stamp Paper of appropriate value by successful Bidder (Contractor) prior to signing of Contract Agreement)

PRE-CONTRACT INTEGRITY PACT

Between UJVN Limited, a company incorporated under the Companies Act 1956 and having its registered office at UJJWAL, MAHARANI BAGH, GMS ROAD, DEHRADUN-248006, UTTARAKHAND (INDIA), hereinafter referred to as “The Employer” which expression shall mean and include, unless the context otherwise requires, his successors, executors, administrators, agents and permitted assigns of the **first part**.

And

M/s _____, a company/ firm/ individual (status of the company) and having its registered office at _____ represented by Shri _____, hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors executors, administrators, agents and permitted assigns of the **second part**.

WHEREAS the Employer has floated the tender (NIT NO.....) and intends to award under laid down organisational procedures, contract/s for (Name of the work/goods/services) hereinafter referred to as the contract. AND WHEREAS the Employer values the full compliance with all the relevant laws of the land, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and contractors (s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**INTEGRITY PACT**”), the terms and conditions of which shall also be read as integral part and parcel of the tender/bid document and Contract between the parties.

NOW, THEREFORE,

In consideration of the mutual covenants contained in this pact, the parties hereby agree as follows and this Pact witnesses as under:

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

Enabling the Employer to obtain the desired said (work/ goods/ services) 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 the Bidder(s)/ Contractor(s) 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 Employer will commit to prevent corruption, in any form, by its officials by following transparent procedures.

1.0 COMMITMENTS OF THE EMPLOYER:

- 1.1 The Employer undertakes that no official of the Employer, 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/ Contractor, 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 Employer will, during the pre-contract stage, treat all the Bidders/ Contractors alike, and will provide to all the Bidders/ Contractors the same information and will not provide any such information to any particular Bidder/ Contractor which could afford an advantage to that particular Bidder/ Contractor in comparison to other Bidders/ Contractors.
- 1.3. All the officials of the Employer will report to the appropriate Authority 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 Employer with full and verifiable facts and the same is prima facie found to be correct by the Employer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Employer 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 Employer the proceedings under the contract would not be stalled.

3.0 COMMITMENTS OF THE BIDDER(S)/ CONTRACTOR(S):

The Bidder(s)/ Contractor(s) commits themselves 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 themselves to observe the following principles during participation in the tender process and during contract execution:

- 3.1 The Bidder(s)/ Contractor(s) 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 Employer, connected directly or indirectly with the bidding process or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The Bidder/ Contractor 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 Employer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with Employer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with Employer.
- 3.3 The Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives and Indian Bidder(s)/ Contractor(s) shall disclose their foreign principals or associates.
- 3.4 The Bidder(s)/ Contractor(s) shall, when presenting their bid, disclose any/all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with this bid/award of the contract.
- 3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments made, is committed to or intends to

make to officials of the Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

- 3.6 The Bidder/ Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.7 The Bidder/ Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The Bidder/ Contractor shall not use improperly for purposes of competition or personal gain, or pass on to others, any information provided by the Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in electronic data carrier. The Bidder/ Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- 3.9 The Bidder(s)/ Contractor(s) commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.10 The Bidder(s)/ Contractor(s) shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11 If the Bidder/ Contractor or any employee of the Bidder/ Contractor or any person acting on behalf of the Bidder/ Contractor, either directly or indirectly, is a relative of any of the officers of the Employer or alternatively, if any relative of an officer of the Employer has financial interest/ stake in the Bidder(s)/ Contractor(s) firm (excluding Public Limited Company listed on Stock Exchange), the same shall be disclosed by the Bidder/ Contractor at the time of filling of tender. The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- 3.12 The Bidder(s)/ Contractor(s) 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 Employer.
- 3.13 The representative of the Bidders/ Contractors signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will wait their decision in the matter.
- 3.14 In case of sub-contracting, the bidder shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.

4.0 PREVIOUS TRANSGRESSION:

- 4.1 The Bidder(s)/ Contractor(s) 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 on any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India.
- 4.2 If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken for banning of business dealings as deemed fit by the Employer.

5.0 EARNEST MONEY (SECURITY DEPOSIT):

The provision regarding Earnest Money/ Security Deposit as detailed in the Notice Inviting Tender (NIT) and Instruction to Bidders (ITB) section of the Bid Document is to be referred.

6.0 SANCTIONS FOR VIOLATIONS:

- 6.1 Any breach of the aforesaid provisions before award or during execution by the Bidder/ Contractor or any one employed by it or acting on its behalf such as to put their reliability or credibility in question. Shall entitle the Employer to take action as per the procedure mentioned in the **“Draft Policy & Procedure for Withholding / Banning/ Backlisting of Business Dealings”** attached as Annexure-A.
- 6.2 The Employer will be entitled to take all or any of the actions mentioned in Annexure-A of this Pact also on the Commission by the Bidder/ Contractor or any one employed by it or acting on its behalf (whether with or without the knowledge of the Bidder/ Contractor), 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 Employer to the effect that a breach of the provisions of this Pact has been committed by the Bidder/ Contractor shall be final and conclusive on the Bidder/ Contractor.

7.0 FACILITATION OF INVESTIGATION:

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

8.0 GOVERNING LAWS AND JURISDICTION:

Unless otherwise hereinafter provided, the Pact shall be governed by, construed & interpreted in accordance with the laws of Uttarakhand and Laws of Union of India (as applicable to the Uttarakhand).

Amendments, if any effected by the Government (Central and/or State) to the laws shall invariably be applicable to the Pact to the extent of their applicability to the Uttarakhand.

In case of any dispute in relation to any matter or action arising out of Pact or which may arise at any time, the High Court of Uttarakhand at Nainital shall have the jurisdiction to deal with the same.

The place of performance and jurisdiction is registered office of the Employer i.e Dehradun (Uttarakhand) .

The Arbitration clause provided in the tender document/contract shall not be applicable for any issue/dispute arising under the Integrity Pact.

9.0 OTHER LEGAL ACTIONS:

- 9.1 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.
- 9.2 Changes and supplements as well as termination notice need to be made in writing.
- 9.3 If the Contractor is a partnership or a joint venture, this pact must be signed by all partners of the joint venture.

10.0 VALIDITY:

- 10.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the Employer and the Bidder/ Contractor/ Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intention.
- 10.3 Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 10.4 In the event of any contradiction between Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.
- 11.5 If any claim is made/lodged during the time, the same shall continue to be valid despite the lapse of this Pact, unless it is discharged/determined by the competent Authority, UJVNL.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of the following witnesses.

For & On behalf of the Employer
(Office Seal)

Place: _____

Date: _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place: _____

Date: _____

Witness 1. _____

1. _____

(Name and address)

2. _____

(Name and address)

Witness

(Name and address)

2. _____

(Name and address)

Annexure-A**Policy & Procedure for Withholding / Banning / Blacklisting
of Business Dealings****INDEX****S.No. TOPIC**

- 1) Introduction
- 2) Scope
- 3) Definitions
- 4) Withholding of business dealings
 - 4.1 Grounds
 - 4.2 Procedure
 - 4.3 Notice of Default
 - 4.4 Area of Operation
 - 4.5 Effect of Withholding
 - 4.6 Duration of Withholding
 - 4.7 Revocation of Orders
- 5) Banning of Business Dealings
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Policy for Withholding/Banning/Blacklisting of Business Dealings

1. Introduction

- 1.1 UJVN Ltd.(in short UJVNL) is a wholly owned Corporation of the Government of Uttarakhand. Today UJVNL operates hydropower plants ranging in capacity from 1.5 MW to 304 MW, totalling to 1292.10 MW. UJVNL is committed to develop new power stations in an early and efficient manner for economic well-being and growth of the State and its people. UJVNL has commissioned solar PV based power plants across its different offices/ Project areas totalling an installed capacity of 26.464 MW. UJVNL is in the process of setting up co-generation plants at Nadehi-16 MW and Bazpur-22 MW.
- 1.2 In order to protect the commercial interests of UJVN Limited, it becomes necessary to take action against suppliers/ contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” or “Blacklisting” a supplier/ contractor or a bidder or an applicant for registration as a registered supplier. For this purpose, the following guidelines shall be followed across all UJVNL Units/ Circles/ Valleys /Corporate(here in after referred to as Units). These guidelines are not exhaustive but enunciate broad principles governing action against such suppliers/ contractors. UJVNL deals with Agencies, who are expected to adopt ethics of highest standards and a very high degree of integrity, transparency, commitments and sincerity towards the work undertaken. It is not in the interest of UJVNL to deal with any Agency who commits deception, fraud or other misconduct of whatsoever nature in the tendering process and/or execution. UJVNL is committed for timely completion of the projects within the awarded value without compromising on quality.
- 1.3 Since suspension/banning/blacklisting of business dealings involves legal consequences for an Agency concerned it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

- 2.1 UJVNL reserves its right to withhold or ban business or blacklist dealings with any Agency, if such Agency is found to have committed misconduct or any of its action(s) fall into any such categories as laid down in this policy.
- 2.2 The procedure for (i) Withholding and (ii) Banning of Business/ Blacklisting dealing with any Agency, has been laid down in these guidelines.
- 2.3 The provisions of this Policy supersede and will have overriding effect on all earlier guidelines, procedures & system circulars issued for the similar purpose if any.
- 2.4 This policy comes into force from the date of its issuance.
- 2.5 The provisions of this policy will be effective on investigations conducted or misconduct/irregularities noticed on the part of any Agency in all contracts awarded on or after the date of implementation of this policy and in the contracts under execution or contracts not yet closed on the date of the implementation of this policy.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) For the purposes of these Guidelines, Company means UJVN Limited (in short UJVNL).

- ii) Agency shall mean Contractor / Supplier / Purchaser / Bidder/ UJVNL approved Sub-contractor of a Contractor to whom work has been awarded. It shall include, but not limited to, a public limited company or a private limited company, a firm whether registered or not, any individual, a cooperative society or an association or a group of persons engaged in any commerce, trade industry, or constituents of an unincorporated Joint Venture Company, etc.
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following :
 - a) For Company (entire UJVNL) wide Bidding/Contracts awarded from Corporate Centre i.e. contracts approved by BoD of UJVNL:-The MD shall be the 'Competent Authority' for the purpose of these guidelines. Board of Directors / Sub-committee of the Board of Directors / Committee of Directors, nominated for the said purpose shall be the 'Appellate Authority' in respect of such cases.
 - b) For Valley/Project wide Bidding /Contracts awarded from Valley's i.e. contracts approved below BoD level:-The General Manager shall be the Competent Authority for the purpose of these guidelines. The concerned Director shall be Appellate authority in respect of such cases.
 - c) For Contracts awarded from individual Projects / Units:-The Deputy General Manager of Project shall be the 'Competent Authority' for the purpose of these guidelines. The General Manager shall be the 'Appellate Authority' in respect of such cases.
- iv) 'Investigating Department' shall mean any Department or Unit of UJVNL, investigating into the conduct of the Agency and shall include the UJVNL Vigilance Officer, State Vigilance, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) List of Enlisted Agencies –shall mean and include list of Enlisted Parties / Contractors / Suppliers / Bidders/Vendors/Sublet contractors, etc.
- vi) State – includes the Government and Parliament of India and the Government and the Legislature of each of the States and all local or other authorities within the territory of India or under the control of the Government of India.
- vii) Completion of Facilities shall mean the term 'Completion of Facilities' as defined in the Contract.
- viii) Standing Committee shall mean the following:-
 - a) For Contracts awarded from Corporate Centre:-BoD level contract

A Committee constituted for the purpose of these guidelines and comprising members from CPC. Additional member(s) from any other directorate/site/valley as considered appropriate may also be co-opted on case to case basis. The level of the additional committee members shall be General Manager and above.
 - b) For Contracts awarded from Valleys:-Below Board level Contract

A Committee constituted for the purpose of these guidelines and comprising Director's level work / purchase committee. Additional member(s) from any other directorate/site/valley as considered appropriate may also be co-opted on case to case basis. The level of the additional committee members shall be Deputy General Manager and above.
 - c) For Contracts awarded from individual Projects / Units:-Below Board level Contract

A Committee constituted for the purpose of these guidelines and comprising ED / General Manager level work / purchase committee. Additional member(s) from any other directorate/site/valley as considered appropriate may also be co-opted on case to case basis. The level of the additional committee members shall be Executive Engineer and above.

- xi) Suspension/Banning/Blacklisting – In the context of these guidelines, the words suspension and banning and blacklisting are interchangeable and shall have same connotation & meaning.

4. Withholding of business dealings

4.1 Grounds

The business dealing with the Agency may be withheld, if they are found to be in breach of the terms & conditions of the Contract, on account of the reasons attributable to them, which shall include, but not be limited to the following, if the Agency :-

- a) Either fails to commence work on the Facilities in terms of contract or suspends the progress of Contract performance.
- b) Fails to achieve the 'Completion of Facilities' or execute the contract milestones within time schedule stipulated in the contract
- c) Suspends/stops work on any unfounded pretext including seeking higher compensation.
- d) Fails to conduct the Guarantee test in the time limit stipulated in the contract.
- e) Diverts funds advanced to the Contractor for purpose other than the Contract.
- f) Does not deploy or withdraws the technical staff or equipment considered necessary as per the terms & conditions of contract;
- g) Fails to furnish the required documents / information as required under the terms & conditions of contract;
- h) Does not fulfill the obligations as required under the Contract .
- i) Violates terms & conditions of the contract.
- j) Does not Supply material /supplies material of inferior quality with respect to Technical Specifications under the Contract.
- k) On prima-facie scrutiny, work executed found to be of poor quality beyond acceptable limits stipulated in the Technical Specifications under the Contract.
- l) If a disaster / major failure / accident / collapse of a structure/ system caused during erection or during defect liability period prima facie appears to be due to negligence of contractor or design deficiency or poor quality of execution.
- m) Assigns, transfers, sublets or attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;
- n) Misbehaviour or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the company dealing with the concerned contract.
- o) If UJVNL prima-facie of the view that the Agency is guilty of an offence involving corrupt, fraudulent practices including misrepresentation of facts, moral turpitude in relation to the business dealings.

- p) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Agency or any other Central Government Department or any other State Government Department/ State Vigilance recommends such a course in respect of a case under investigation.
- q) If the security consideration, including questions of loyalty of the Agency to the state, so warrants.
- r) The finished work either prematurely fails or fails to give the desired output/service during the defect liability period and the Agency fails to rectify it.
- s) On any ground as per which doing business dealings with the Agency is not in the public interest in the opinion of Competent Authority.
- t) Supplier works are under strike/ lockout for a period of more than three months.
- u) If the Agency has been withheld by other hydro power sector corporation with order of withheld received in UJVNL shall be applied in spirit.

4.2 Procedure

(a) For Site/Valley/Corporate Packages

The concerned department at Site/Valley/Corporate Head Quarter on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener (administrative secretary) of the Standing Committee along with relevant details. The Standing Committee shall analyse the referred case and if considered appropriate, shall put up the proposal for issuing Notice of Default for the purpose of withholding of business dealings with the Agency for approval of the General Manager (for Site packages)/Director (for Valley packages)/MD (for Corporate Packages).

In case the Standing Committee recommends waiver of withholding of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of the General Manager (for Site packages)/Director (for Valley packages)/MD (for Corporate packages).

All the above proposals shall be routed through UJVNL Vigilance department. Besides the Standing Committee, Vigilance Department of UJVNL may also be competent to initiate the proposal for withholding.

4.3 Notice of Default:

Once the proposal for issuance of Notice of default is approved by the Competent Authority, a 'Notice of Default' duly vetted by legal department shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the Agency giving them a period of twenty eight (28) days to remedy the default.

If Agency fails to remedy or take adequate steps to remedy the default to the satisfaction of UJVNL within the notice period mentioned above, then business dealings shall be withheld with the Agency after approval of the Competent Authority. The order of such withholding of business dealings shall be communicated to the Agency (after vetting by legal department) by the Competent Authority himself or by a person authorized for the said purpose.

4.4 Area of Operation:

A decision to withhold business dealings with any Agency for Valley/Site awarded contracts shall be restricted to such Valley/Sites only and for Corporate awarded contracts withholding shall apply throughout the Company.

For Valley/Site wise withholding of any Agency, circular for such withholding shall be issued by respective Valley/Sites under intimation to MD, Director and GM and also uploaded at UJVNL website. However, in case of companywide withholding of any Agency, circular shall be issued by respective Directorates and uploaded on UJVNL website.

4.5 Effect of Withholding:

The Agency, after issue of order of withholding of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in any tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of withholding, bids of the Agency shall not be rejected.

4.6 Duration of Withholding:

Duration of withholding the Agency shall be for a period of one to three year. Within this period, if the Agency rectifies the reason / ground on which the Agency has been withheld, to the satisfaction of the Competent Authority, then on written representation of the Agency, the Competent Authority can review and, if satisfied, may revoke the order of withholding of business dealing. Provided further that, even till completion of one year of withholding period, if the Agency does not rectify, then the Competent Authority after reviewing the situation may issue order extending the period of withholding for one more year or advise initiation of action for banning of business dealings with Agency in accordance with the procedure prescribed in Para 5.2 below.

4.7 Revocation of Orders:

An order for withholding of business dealing passed for a certain specified period, including extension thereof, shall not be revoked automatically. Such withholding shall be revoked only after order in this respect is issued with the approval of Competent Authority.

5. Banning of business dealings:

5.1 Grounds on which Banning of business dealings can be initiated: Banning of business dealings can be initiated against Agency, on following grounds:

- a) If the Agency fails to accept the award of contract or has abandoned or repudiated the Contract.
- b) If the Contractor is found to be non-performing in execution of contract by the Engineer-in-charge.
- c) If a disaster / major failure / accident / collapse of a structure / system is caused during erection or during defect liability period due to negligence of contractor or design deficiency or poor quality of execution.
- d) Misbehaviour or physical manhandling by the Agency or his representative or any person acting on his behalf with any official of the Company dealing with the concerned contract is established.
- e) If the Director / Owner of the Agency, proprietor or partner of the Agency, is convicted by a court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to its business dealings with the Government or UJVNL, during the last five years.
- f) If the proprietor of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of the tenders, interpolations, etc.

- g) If the Agency continuously refuses to return / refund the dues of UJVNL, without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or court of Law;
- h) If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offences ;
- i) If business dealings with the Agency have been banned by the State Government or Government of India and the ban is still in force,
- j) If it is established that Agency has resorted to corrupt, fraudulent practices including misrepresentation of facts;
- k) If the Agency uses intimidation/threatening or brings undue outside pressure on the UJVNL, or its official in acceptance / performance of the job under the contract.
- l) If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;
- m) If the Agency is found to be involved in cartel formation during bidding.
- n) On willful indulgence by the Agency in supplying sub-standard material with respect to Technical Specifications under the Contract irrespective of whether pre-dispatch inspection was carried out by Company (UJVNL) or not;
- o) Based on the findings of the investigation report of CBI/State Vigilance/Police against the Agency for malafide/unlawful acts or improper conduct on his part in matters relating to the Company (UJVNL) or even otherwise;
- p) If the Agency is declared bankrupt or insolvent or its financial position has become unsound, and in the case of a limited company, it is wound up or liquidated.
- q) Established litigant nature of the Agency to derive undue benefit;
- r) Continued poor performance of the Agency;
- s) If the Agency violates the provisions of the Integrity Pact provided in the Contract.
- t) If the Agency has assigned or transferred the contract or engaged subcontractor(s) without the prior approval of the Competent Authority in violation of the provisions of the contract.
- u) If the Agency misuses the premises or facilities of the UJVNL forcefully occupies, tampers or damages the Company's properties including land, water resources, forests / trees, etc.
- v) If the security consideration, including questions of loyalty of the Agency to the state, so warrants;
- w) If the Agency has been banned by other hydro power sector corporation with order of banning received in UJVNL shall be applied in spirit.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

5.2 Procedure

- (a) For Site/Valley Packages where banning is proposed at Site/Valley level respectively:- The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee (administrative

secretary) along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of one level above the Competent Authority. All the above proposals shall be routed through Vigilance department. Besides the Standing Committee, Vigilance Department of UJVNL may also be competent to initiate the proposal for banning.

- (b) For Site Packages where Region wide banning is proposed:- For Site cases, if the gravity of the misconduct is such that it would not be in the interest of the concerned Valley as a whole to deal with such an Agency, the Competent Authority of the Site may put up his recommendation to GM/ED.
- (c) For Site/Valley Packages where Company wide banning is proposed:- For Valley/Site cases, if the gravity of the misconduct is very serious and it would not be in the interest of UJVNL as a whole to deal with such an Agency, the Competent Authority of the Site/Valley may put up his recommendation to MD through GM/ED (for site cases).
- (d) For Corporate Packages:- The concerned department on noticing any non/under performance and/or irregularities and/or misconduct and/or unethical practice as mentioned above, shall refer the matter to Convener of the Standing Committee along with relevant details. The Standing Committee shall analyze the referred case and if considered appropriate, shall put up the proposal for issuing Show Cause Notice for the purpose of banning of business dealings with the Agency for approval of the Competent Authority.

In case the Standing Committee recommends waiver of banning of business dealings with the Agency, the proposal along with reasons thereof shall be put up for approval of MD. All the above proposals shall be routed through Vigilance department of UJVNL. Besides the Standing Committee, UJVNL Vigilance may also be competent to initiate the proposal for banning.

5.3 Show Cause Notice:

Once the proposal for issuance of Show Cause Notice is approved by the Competent Authority, a 'Show Cause Notice' duly vetted by legal department shall be issued by the Competent Authority himself or by a person authorized for the said purpose to the delinquent Agency.

In cases where investigation has been carried out by State Vigilance / Police Department or CBI etc., the show cause notice will also be vetted by Vigilance Department before issuance. Statement containing the imputation of misconduct or misbehaviour may be appended to the Show Cause Notice.

The Agency shall be asked to submit the reply of Show Cause Notice within 15 days of its issuance.

The purpose of issuing the Show Cause Notice is only that the Agencies concerned shall be given an opportunity to explain their stand before any action is taken. All that is required in such cases is that the grounds on which action is proposed to be taken shall be disclosed to the Agency inviting representation and after considering that representation, orders may be passed. Such orders require only the subjective satisfaction of the authority that passed the final orders.

If the Agency requests for inspection of any relevant document in possession of UJVNL, necessary facility for inspection of documents may be provided.

In case, no reply to Show Cause Notice is received from the Agency within stipulated time, action for processing ex-parte against the concerned Agency shall be initiated. After submission of written reply to Show Cause Notice by the Agency, the Standing Committee shall also give opportunity to hear them in person by fixing a date for oral hearing if desired by Agency.

In cases processed by UJVNL Vigilance deptt, oral hearing shall be conducted by a separate committee (constituted on case to case basis) comprising members from Valley/sites and UJVNL Vigilance deptt. Additional member(s) from any other deptt/site as considered appropriate may also be co-opted on case to case basis.

During the conductance of oral hearing, only the regular employees of Agency will be permitted to represent the Agency and no outsider shall be allowed to represent the Agency on its behalf. Reply to the Show Cause Notice given by the Agency and their submission in oral hearing will be processed by the above committee in consultation with Vigilance Department, wherever applicable, for obtaining final decision of the Competent Authority in the matter.

5.4 Speaking Order:

The speaking order for banning the business dealing with the Agency shall be issued (after vetting by legal deptt) by the Competent Authority himself or by a person authorized for the said purpose. In cases where investigation has been carried out by State Vigilance Department or CBI etc., the speaking order will also be vetted by UJVNL Vigilance Department before issuance.

5.5 Communication to Agencies:

The decision regarding banning of business dealings taken after the issue of a Show Cause Notice and consideration of representation, if any, in reply thereto, shall be communicated to the Agency concerned along with a reasoned order. The fact that the representation has been considered shall invariably be mentioned in the communication. Also the fact that if no reply was received to the Show Cause Notice shall invariably be indicated in the final communication to the Agency.

5.6 Period of Banning:

The period for which the ban would be operative may be mentioned in the order. The banning shall maximum be for a period of three (3) years:-

- a. However hold within the unit for specific item(s)/ material category(ies)/ type of work(s) shall be for one year.
- b. Hold within the unit for all item(s)/ material category(ies)/ type of work(s) for two years
- c. Banning across UJVNL for all items/ material category(ies)/ type of work(s) for three years.

In case the information/documents submitted by Agency in competing for the tender found to be false/forged then UJVNL, without prejudice to any other rights or remedies it may possess, shall recover from Agency the cost incurred in carrying out physical assessment for establishing veracity of such information/documents. In case Agency refuses to reimburse such cost to UJVNL then banning period of Agency shall be extended by another one year.

5.7 Area of Operation:

For contracts awarded by Site, banning shall be restricted to such Site only except where approval has been obtained for Valley/Company wide banning.

For contracts awarded by Valley, banning shall be restricted to such Valley only except where approval has been obtained for Company wide banning.

For contracts awarded by Corporate Head Quarter banning shall apply throughout the Company.

For Valley/Site wise banning of any Agency, circular for such banning shall be issued by respective Valley/Sites under intimation to GM/ED. However, in case of company wide banning of any Agency, circular shall be issued by concerned Directorates.

5.8 Effect of Banning:

The Agency, after issue of the order of banning of business dealings, would not be allowed to participate in any future tender enquiry and if the Agency has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be returned unopened. However, where the price bids of Agency have been opened prior to order of banning, bids of Agency shall not be rejected.

5.9 Process of reply:

The Agency shall be separately advised of the decision regarding banning of business, taken in reply to their representation, if any. As regard any further representation from the Agency, business dealings with whom have been banned, the same shall be processed by the concerned GM/ED in consultation with UJVNL Vigilance department, wherever applicable. If any reply is considered necessary to be sent to the Agency, the same shall be sent by the concerned GM/ED.

5.10 Hosting at UJVNL website:

The names of the Agencies with whom Business Dealings have been banned at Site/Valley/Company level shall be hosted at UJVNL website by IT Department after getting request from concerned units.

5.11 Appeal against the Decision of the Competent Authority:

The Agency may file an appeal against the order of the Competent Authority banning of business dealing before Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order of banning of business dealing. Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

5.12 Revocation of Orders:

- a) The banning shall not be revoked automatically. Such banning shall be revoked only after re-evaluation of the performance of the Agency.
- b) In all other cases, an order for banning passed for a certain specified period shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal orders of revocation, except that an order of banning passed on account of doubtful loyalty or security consideration shall continue to remain in force until it is specifically revoked.
- c) An order of banning for the reasons mentioned at para 5.1 (e) above may be revoked if, in respect of the same facts, the accused has been wholly exonerated by a Court of Law.

6.0 Banning/Withholding period participation:

During the banning / withholding period if it is found at any stage that Agency has participated in tender enquiry under a different name then such Agency would immediately be debarred from the tender/contract and its Bid Security/Performance Security would be forfeited. Payment, if any, made shall also be recovered.

7.0 Circulation of Withhold / Banning Order:

The circulation of withholding period order shall be limited to Corporation only but banning period order shall be circulated throughout the hydro power sector corporations.

8.0 Further in case of banning/withholding following would also be applicable:

- (i) Participation of Agency as an Associate/Collaborator of the Main Contractor:

Where Stage-I bids have been opened prior to banning/withholding of Agency and such Agency has been proposed as Associate/Collaborator by any of the bidders, in such cases the tendering process shall not be annulled on this ground and the Agency shall be permitted to continue as Associate/Collaborator for such bidding.

However, where opening of Stage-I bids (Two Stage Bidding) / Envelope-I Techno-Commercial bids (Single Stage Two Envelope Bidding) has not taken place prior to banning/withholding of Agency then in such case Agency shall not be permitted to participate as Associate/Collaborator in such bidding.

- (ii) Participation of Agency as an approved Sub-Vendor of the Main Contractor:

After banning/withholding order, Agency shall be allowed to participate as Sub-Vendor in the tenders for supplying/manufacturing equipment (s)/component (s), provided banning /withholding has not been done for reasons concerning the acceptance of such equipment(s)/component(s) on grounds of under performance/inferior quality/use of sub-standard material etc.

However where Stage-I bids (Two Stage Bidding) / Envelope-I Techno-Commercial bids (Single Stage Two Envelope Bidding) have been opened or where contracts has been awarded prior to banning/withholding order, participation of Agency in such bidding/contract as an approved Sub-Vendor shall not be affected by such order.

- (iii) Procurement of spares/awarding of Contracts in operating stations:

There would be no bar on procuring the spares and awarding Contracts towards Annual Maintenance (AMC)/ O&M/ Repair works on Agencies pertaining to the packages for which they have been banned provided the Equipment has been supplied by such Agency.

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**ATTACHMENT-10****LETTER OF AUTHORISATION**

No. _____

Dated: _____

To,
(Name & Address of Employer)

Subject:

Dear Sirs,

We, M/s _____, who are established and reputed manufacturers of _____, having factories at _____ (address of factory) do hereby authorise M/s _____ (Name and address of Bidder) to submit a bid for _____ {item (s) of equipment} manufactured by us and sign the resultant contract with you against the above Invitation of Bids.

We further undertake that we shall be directly responsible to the Employer for guarantees & warranties for the item (s) of equipment manufactured by us and shall be jointly and severally responsible with M/s _____ (Name of the Bidder) for the performance of the items of equipment mentioned above for which we / Bidder will submit additional performance bank guarantee of value equivalent to 5% of the award value of the items of equipment mentioned above, if awarded.

We further undertake that we shall enter into a separate tripartite agreement with the Employer and Contractor as per the Employer's approved format included in the Bid documents.

We do hereby also confirm that we are not participating either as a sole Bidder or as a partner of a Joint Venture Bidder against the above Invitation of bids.

Yours faithfully,
For & on behalf of M/s

Station:
(Office Seal)

Signature:
Name:

Date:

Note: This Letter of Authorisation should be on the letterhead of the Manufacturer and be signed by a person competent to bind the Manufacturer. Power of attorney in favour of this person to do so may be enclosed with this Letter of Authorisation. Total liability of the Manufacture shall not be more than its liability under this attachment.



Annexure-I to Attachment-10

UNDERTAKING FROM PARENT/ HOLDING COMPANY
(On the letter head of Parent/Holding Company)

No:

Date:.....

Name & address of the Employer

Subject: -----

Dear Sirs,

We, M/s..... (Name of the Parent/Holding Company) having registered office at(Address of the Parent/Holding Company) do hereby undertake that M/s (Name of the Subsidiary Company) who is participating in your subject Tender as a Manufacturer, which is our subsidiary company, we on our strength / strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work "....." (the scope of work of Manufacturer) and we shall be responsible for the successful completion of the scope of works of M/s..... (Name of the Manufacturer (Subsidiary Company)). In case the Bidder to whom Manufacture Authorization is given by our Subsidiary Company (Manufacturer), gets qualified and awarded the work, We do hereby undertake;

- i) Subsidiary Company shall enter into a separate tripartite agreement / with the Employer and Contractor as per the Employer's approved format included in the Bid documents.
- ii) We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,

For & on behalf of M/s.
(Name & Address of the Parent/Holding Company)
Station:

Date: (Office Seal)

Note: *This Letter of undertaking should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of Attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking*

ATTACHMENT-11

(Detailed Site Visit Report)

CERTIFICATION OF THE SITE VISIT BY THE BIDDER IN THEIR OWN FORMAT

SBD FOR E&M/HM WORKS

ATTACHMENT –12

[Format for declaration by the bidder]

Declaration regarding Insolvency Proceedings under Insolvency and Bankruptcy Code 2016

To,
(Name and Address of Employer)

Subject:

It is declared that “no insolvency proceeding is admitted by the Adjudicating Authority against (Name of the bidder/ Parent Holding Company/ Sub-contractor/Manufacturer) under the IBC 2016”.

Further, it is declared that after submitting the bid till the time of award of work, ...(Name of the bidder/Parent Holding Company) shall inform UJVN Limited regarding any admission of application for corporate insolvency resolution process by the Adjudicating Authority under the IBC 2016 against (Name of the bidder/ Parent Holding Company) and any suppression of such fact shall render the (Name of the bidder/ Parent Holding Company) liable for rejection of our bid and banning of business dealing as per terms and conditions of Guidelines of banning of business dealing under Integrity Pact.

(Seal & Signature of the Bidder)

Note: 1. This ‘Declaration’ should be on the letter head duly signed by the authorized representative of Bidder/ Parent Holding company/ Sub-contractor/Manufacturer).



ATTACHMENT –13
(to be filled and uploaded online)

ECS - Form

UJVN LTD ELECTRONIC CLEARING SERVICE (CREDIT CLEARING) (PAYMENT TO PARTIES THROUGH CREDIT CLEARING MECHANISM)

No. :

1. BIDDER'S NAME :

a) ADDRESS :

b) Phone/ Mobile No. :

2. PARTICULARS OF BANK ACCOUNT:

a) BANK NAME :

b) BRANCH NAME :

c) ADDRESS :

d) Telephone No. :

e) IFSC CODE OF THE BANK : (For payment through RTGS)

f) ACCOUNT TYPE :

(S.B. Account/ Current Account or/Cash Credit with code 10/11/13)

g) ACCOUNT NUMBER :

(As appearing on the Cheque Book)

I hereby declared that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect Information, I would not hold the user Company responsible.

()

Date :

Signature of the Bidder

Certified that the particulars furnished above are correct as per our records.

(Bank's Stamp) ()

Date:
Official from the Bank

Signature of the Authorized

ATTACHMENT –14**Format for obtaining declaration regarding applicability of Micro, Small & Medium Enterprise under MSMED Act, 2006**

To,
(Name and Address of Employer)

Subject: Declaration as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006

1. Micro, Small and Medium Enterprises Development Act, 2006 has been introduced w.e.f. 02.10.2006. Following are the relevant provisions of the Act as regard to registration of enterprise:

Any person who intends to establish, -

- a) a micro or small enterprise, may, at his discretion; or
- b) a medium enterprise engaged in providing or rendering of services may, at his discretion; or
- c) a medium enterprise engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, shall file the memorandum of micro, small or, as the case may be, of medium enterprise with such authority as may be specified by the State Government under sub-section (4) or the Central Government under sub-section (3):

Provided that any person who, before the commencement of this Act, established—

- a) a small-scale industry and obtained a registration certificate, may, at his discretion; and
- b) an industry engaged in the manufacture or production of goods pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951, having investment in plant and machinery of more than one crore rupees but not exceeding ten crore rupees and, in pursuance of the notification of the Government of India in the erstwhile Ministry of Industry (Department of Industrial Development) number S.O.477(E), dated the 25 TH July, 1991 file an Industrial Entrepreneurs' Memorandum, shall within one hundred and eighty days from the commencement of this Act, file the memorandum, in accordance with the provisions of this Act.

- 2.0 Authority as referred to in aforesaid section is the General Manager, District Industries Centre/District Level Officer in Directorate dealing with such enterprises of State Government.

- 3.0 The definition of the enterprises as specified by the Act is as follows:

Type of Enterprise	Manufacturing Industry*- Investment in Plant & Machinery	Service Industry- Investment in equipment
Micro Enterprise	Not exceeding Rs.25 lacs **	Not exceeding Rs.10 lacs **
Small Enterprise	More than Rs.25 lacs & upto Rs.5 Crore **	More than Rs.10 lacs & upto Rs.2 Crore **
Medium Enterprise	More than Rs.5 Crore & upto Rs.10 Crore **	More than Rs.2 Crore & upto Rs.5 Crore **

**engaged in the manufacture or production of goods, in any manner, pertaining to any industry specified in the First Schedule to the Industries (Development and Regulation) Act, 1951.*

***For above mentioned values please refer latest government notifications in this regard.*

- 4.0 As such, it is requested to provide the confirmation as regard to applicability of Micro, Small & Medium Enterprise Development Act, 2006 to your firm by submitting the declaration/undertaking by_(date to be mentioned for obtaining declaration from existing suppliers/service providers):-

(Authorized Representative of
Concerned Contract & Procurement Division)

Declaration/Undertaking

- A) I/We confirm that the provisions of Micro, Small & Medium Enterprise are applicable/not applicable to us and our organization falls under the definition of:

- (i) ☐ - Micro Enterprise
(ii) ☐ - Small Enterprise
(iii) ☐ - Medium Enterprise

Please tick in the appropriate option box ☐ and attach documents/certificate, if any.

- B) I/We also confirm that We are MSEs owned by SC/ST/ Women Entrepreneurs **(Strikeout if not applicable)**
- C) I/We also undertake to inform the change in this status as aforesaid during the currency of the contract, if any.

(Authorized Representative of Firm)

**ATTACHMENT-15****(Name of the Project)**

(Declaration regarding Deemed Export Benefits)

(Bidder's Name & Address):

To:

(Name and Address of Employer)

Dear Sir,

1. We confirm that we are solely responsible for obtaining deemed export benefits which we have considered in our bid and in case of failure to receive such benefits, Employer will not compensate us.

2. We are furnishing below the information required by the Employer for issue of Project Authority/Payment certificate in terms of the Export Import Policy of the Govt. of India:

- | | | | |
|-----|-------|---|--|
| (A) | (i) | Description, quantity and value of the goods to be supplied by the Contractor | : Description.....
Quantity.....
Value (Rs.) |
| | (ii) | Value of import content of supply to be made by the Bidder | : Rs..... |
| (B) | (i) | Name of the sub-contractor, if any, who shall supply the goods directly to the Employer and whose name is to be included in the main Contract | ..... |
| | (ii) | Description, quantity and value of the goods to be supplied by the above sub-contractor | : Description.....
Quantity.....
Value (Rs.) |
| | (iii) | Value of import content of supply to be made by the sub-contractor | : Rs..... |

Date:**(Signature)**.....**Place:****(Printed Name)****(Designation)**.....**(Common Seal)**

ATTACHMENT – 16**(ANTI-PROFITEERING CERTIFICATE)
(To be provided on the letter head of the Company)**

To,

(Name & Address of Employer.....)

SUBJECT :

Tender No. _____

Dear Sir,

We, M/s_____ (Name of Bidder) have submitted Bid dated.....
for the aforesaid tender.

Section 171 of CGST Act / SGST Act stipulates that it is mandatory to pass on the benefit of reduction in rate of tax on supply of Goods or Services or availability of Input Tax Credit by way of commensurate reduction in prices.

Accordingly, it is certified that we have duly considered the impact of Input Tax Credit available on supplies in the GST regime, in our quoted prices. Further, any additional benefit of ITC if available to bidder shall be passed on to the Employer.

Further, we hereby confirm that our quoted prices are duly considering maximum possible benefit available and are in compliance with the aforesaid section 171 of CGST Act / IGST Act.

Further, if any refund on account of GST is received from the Government in future by the Contractor / Supplier under any GST Refund / Exemption or Subsidy Scheme, the same shall also be passed on to the Employer.

In case this declaration is found faulty in any manner, we shall be fully responsible for the consequential effect including making good of any losses of interest etc to UJVNL LTD Ltd.

Place**Signature of Authorized Signatory of Bidder****Date****Name****Designation****Seal**

ATTACHMENT – 17

Bidder Name:			
<u>Proforma for HSN / SAC code & Rate of Custom Duty</u>			
Sl. No.	Item Description	HSN Code	Custom Duty considered in the quoted prices (in%)
1	2	3	4

Note: This table is to be prepared by OIB without HSN Code for all the items for which tender is to be invited including all services

ATTACHMENT – 18**Self-Certificate for Local Content & Cyber Security****Name of Work:**

- (a) I/We declare that Minimum Local Content requirement shall be in accordance with Public Procurement (Preference to Make in India) Order No. A-1/2021-FSC-Part(5) dated 16.11.2021 (or subsequent Amendment) (enclosed herewith) issued by Ministry of Power, Government of India.
- (b) I/We declare that cyber security/safety of the equipment/ process to be supplied / services to be rendered under this subject package as safe to connect.
- (c) I/We declare that all equipment and automation systems are electronic secured as per IEC 62443.

Date:

Seal & Signature of the Bidder

No. A-1/2021-FSC-Part(5)

Government of India

Ministry of Power

Shram Shakti Bhawan, New Delhi

Dated: 16th November, 2021**ORDER**

Subject: Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector.

Reference: Department for Promotion of Industry and Internal Trade (DPIIT) Notification No. P-45021/2/2017-PP (BE-II) dated 16.09.2020.

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

2. In light of the Public Procurement (Preference to Make in India) Order 2017, this Ministry had notified purchase preference (linked with local content) for Hydro and Transmission sectors vide Order No. 11/05/2018-Coord dated 20.12.2018, for Thermal sector vide Order dated 28.12.2018 and for Distribution sector vide Order dated 17.03.2020. Further, a combined order dated 04.04.2020 was also issued in supersession of all previous orders to indicate equipment/material/components for which there was sufficient local capacity and competition and also to indicate conditions for including suitably in the tenders to be issued by the procurers. In furtherance of Para 19 of the DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 04.06.2020, Ministry of Power (MoP) issued a revised comprehensive Order dated 28.07.2020 (Annexure-I amended by order dated 17.09.2020).

3. DPIIT Notification No. P-45021/2/2017-PP(BE-II) dated 16.09.2020 has further revised its order dated 04.06.2020. Therefore, in supersession of all the aforementioned orders including order No.10/1/2019-St.Th. (Part-II) dated 20.03.2020 issued by this Ministry, the following has been decided:

- i. For the purpose of this order, the definitions of various terms used in the order, and provisions relating to (i) Eligibility of 'Class-I local supplier'/'Class-II local supplier'/'Non-local suppliers' for different types of procurement, (ii) purchase preference (iii) exemption to small purchases and (iv) margin of purchase preference shall be the same as in DPIIT order dated 16.09.2020, referred to above and extracts of the same is given at **Appendix**.
- ii. In procurement of all goods and services or works in respect of which there is sufficient local capacity and local competition as in **Annexure-I**, only "Class-I local supplier" shall be eligible to bid irrespective of purchase value. "Class-I local supplier" is a supplier or service provider whose goods, services or works offered for procurement meets the Minimum Local Content (MLC) as prescribed in Annexure-I of this order. "Class-II local supplier" means a



supplier, as defined by DPIIT in its Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020.

- iii. In the procurement of all goods and services or works other than those listed in Annexure-I, only "Class-I local supplier" and "Class-II local supplier" as defined in the order of this Ministry herewith shall be eligible to bid in procurement undertaken by procuring entities, except when Global Tender Enquiry has been issued. In Global tender enquiries, "Non-local suppliers" shall also be eligible to bid along with "Class-I local suppliers" and "Class-II local suppliers". In procurement of all goods, services or works not covered by sub-para 3(ii) above, and with estimated value of purchases less than Rs. 200 crores, in accordance with Rule 161(iv) of GFR, 2017, Global Tender Enquiry(GTE) shall not be issued except with the approval of the competent authority as designated by Department of Expenditure.
- iv. For the purpose of this order, 'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works', Engineering, Procurement and Construction (EPC) contracts and service contracts including System Integrator (SI) contracts.

4. The list of items, in respect of which, local capacity with sufficient competition exists as per **Annexure-I**, will be reviewed at regular intervals with a view to increase number of items in this list and also to increase the MLC for each item, wherever it is less than 100%.

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

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

Member (Planning), Central Electricity Authority (CEA)	Chairperson
Chief Engineer (PSETD), CEA	Member
Chief Engineer (HETD), CEA	Member
Chief Engineer (TETD), CEA	Member
Chief Engineer (DP&R), CEA	Member
As may be co-opted by CEA	External Expert
Chief Engineer (R&D), CEA	Convener

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

Chairperson, CEA	Chairperson
Member (Hydro), CEA	Member



Member (Power System), CEA	Member
Member (Thermal), CEA	Convener

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

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

10. This order shall be applicable in respect of the procurement made by all attached or subordinate offices or autonomous bodies under the Government of India including Government Companies as defined in the Companies Act, and /or the States and Local Bodies making procurement under all Central Schemes/ Central Sector Schemes where the Scheme is fully or partially funded by the Government of India. The aforesaid orders shall also be applicable in respect of projects wherein funding of goods, services or works is by Power Finance Corporation (PFC) /Rural Electrification Corporation (REC) and any Financial Institution in which Government of India/ State Government share exists. This order shall be applicable to Tariff Based Competitive Bidding (TBCB) projects also. Procuring entities as defined in the DPIIT's Order dated 16.09.2020 are advised to revise their tender documents to fully comply with the said DPIIT's Order and the subsequent Orders that would be issued in this regard by DPIIT/ this Ministry from time to time.

11. All tenders for procurement by Central Government Agencies or the States and Local Bodies, as the case may be, have to be certified for compliance of the Public Procurement (Preference to Make in India) 'PPP-MII' Order by the concerned procurement officer of the Government Organization before uploading the same on the portal.

12. Exemption from meeting the stipulated local content is allowed as per clause 13 and 13A of PPP-MII Order dated 16.09.2020, if the manufacturer declares that the item is manufactured in India under a License from a foreign Manufacturer who holds Intellectual Property Rights (IPRs) and there is Transfer of Technology (ToT) with phasing to increase Minimum Local Content. For such items, if any CPSE under the administration of Ministry of Power requests exemption for any item, it shall be considered by Ministry of Power, on case to case basis.

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

14. The procurers may specify the higher values of MLC than those specified in this Order in respect of goods, services or works covered in their tenders and award the weightage to the product of higher MLC for which they have to specify the criteria beforehand in their tender. The values given in Annexure-I are the minimum prescribed values for becoming a class-I local supplier for the products indicated therein.



15. This issues with the approval of Hon'ble Minister for Power and New & Renewable Energy.



(S. Majumdar)

Under Secretary to the Government of India
Tele No. 011- 23356938

To:

1. Secretary to Government of India (All Ministries/ Departments of Government of India) (As per list)
2. Secretary (Coordination), Cabinet Secretariat
3. CEO, NITI Aayog
4. Chief Secretaries of all States/ UTs
5. Comptroller and Auditor General of India
6. Secretary, DPIIT, Chairman of Standing Committee for implementation of Public Procurement Order, 2017
7. Director General, Bureau of Indian Standards (BIS)
8. Joint Secretary, DPIIT, Member-Convener of Standing Committee for implementation of Public Procurement Order, 2017
9. Chairperson, CEA
10. CMDs of CPSEs, CMD NLC, Chairman of DVC/ BBMB/ EESL, DGs of BEE/ CPRI/ NPTI
11. All Additional Secretaries/ JSs/ EA/ CE, Ministry of Power

Copy to:

Director (Technical), NIC with a request to publish the Order on the website of Ministry of Power

APPENDIX**Extracts of important provisions contained in DPIIT Order No. P-45021/2/2017-PP (BE-II) dated 16-09-2020****1. Definitions (Para 2 of DPIIT order):**

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

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

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

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

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

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

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

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

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

2. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement (Para 3 of DPIIT order)

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

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by 3(a) above, and with estimated value of purchases less than Rs 200 crores, in accordance with Rule 161(iv) of GFR, 2017 Global tender enquiry shall not

be issued except with the approval of competent authority as designated by Department of Expenditure.

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

3. Purchase Preference (Para 3A of DPIIT order)

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

(b) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

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

(c) In the procurements of goods or works, which are covered by para 3(b) of DPIIT Order No. P-45021/2/2017-PP(BE-II) dated 16-09-2021 and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- iii. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1,
 - iv. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - v. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Applicability in tenders where contract is to be awarded to multiple bidders (Para 3B of DPIIT order)-

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

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

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

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

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

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

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

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

7. Vide DPIIT OM No. P-45021/102/2019-BE-IIPart(1) (E-50310) dated 4.03.2021 services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non- local suppliers. They can't claim themselves as Class-I local suppliers/Class-II local suppliers by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
8. **Margin of Purchase Preference (Para 6 of DPIIT order):** The margin of purchase preference shall be 20%.
9. **Specifications in Tenders and other procurement solicitations (Para 10 of DPIIT order):**
 - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
 - d. **Reciprocity Clause:**
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all the items related to that nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchase on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - e. Specifying foreign certification/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local

- suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of Department concerned or any other authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of PSEs/PSUs, for the next 5 years on their respective website."

Annexure-I

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
(A) Common items for Transmission, Distribution and Generation Sector		
1	Power Transformers (up to 765 kV, including Generator transformers)	60
2	Instrument Transformer (up to 765 kV)	60
3	Transformer Oil Dry Out System (TODOS)	60
4	Reactors up to 765 kV	60
5	Oil Impregnated Bushing (up to 400 kV)	60
6	Resin Insulated Paper (RIP) bushings (up to 145 kV)	50
7	Circuit Breakers (up to 765 kV AC - Alternating Current)	60
8	Disconnectors/Isolators (up to 765 kV AC)	60
9	Wave trap (up to 765 kV AC)	60
10	Oil Filled Distribution Transformers up to & Including 33 kV [Cold Rolled Grain Oriented (CRGO)/Amorphous, Aluminium/Copper wound]	60
11	Dry Type Distribution Transformer upto and including 33 kV (CRGO/Amorphous, Aluminium/Copper wound)	60
12	Conventional Conductor	60
13	Accessories for Conventional conductors	60
14	High Temperature/High Temperature Low Sag (HTLS) conductors (such as Composite core, GAP, ACSS, INVAR, AL59) and Accessories	60
15	Optical ground wire (OPGW) – all designs	60
16	Fiber Optic Terminal Equipment (FOTE) for OPGW	50
17	OPGW related Hardware and Accessories	60
18	Remote Terminal Unit (RTU)	50
19	Power Cables and accessories up to 33 kV	60
20	Control cables including accessories	60
21	XLPE Cables up to 220 kV	60
22	Substation Structures	60
23	Transmission Line Towers	60
24	Porcelain (Disc/Long Rod) Insulators	60
25	Bus Post Insulators (Porcelain)	60
26	Porcelain Disc Insulators with Room Temperature Vulcanisation (RTV) coating	50
27	Porcelain Longrod Insulators with Room Temperature Vulcanisation (RTV) coating	50
28	Hardware Fittings for Porcelain Insulators	60
29	Composite/Polymeric Long Rod Insulators	60
30	Hardware Fittings for Polymer Insulators	60
31	Bird Flight Diverter (BFD)	60
32	Power Line Carrier Communication (PLCC) System (up to 800 kV)	60
33	Gas Insulated Switchgear (up to 400 kV AC)	60
34	Gas Insulated Switchgear (above 400 kV AC)	50
35	Surge/Lightning Arrester (up to 765 kV AC)	60
36	Power Capacitors	60
37	Packaged Sub-station (6.6 kV to 33 kV)	60
38	Ring Main Unit (RMU) (up to 33 kV)	60
39	Medium Voltage (MV) GIS Panels (up to 33 kV)	60
40	Automation and Control System/Supervisory Control and data Acquisition (SCADA) System in Power System	50
41	Control and Relay Panel (including Digital/Numerical Relays)	50
42	Electrical Motors 0.37 kW to 1 MW	60
43	Energy Meters excluding smart meters	50
44	Control & power cables and Accessories (up to 1.1 kV)	60
45	Diesel Generating (DG) set	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
46	DC system (DC Battery & Battery Charger)	60
47	AC & DC Distribution Board	60
48	Indoor Air Insulated Switchgear (AIS) upto 33 kV	60
49	Poles (PCC, PSCC, Rolled Steel Joist, Rail Pole, Spun, Steel Tubular)	60
50	Material for Grounding/earthing system	60
51	Illumination system	60
52	Overhead Fault Sensing Indicator (FSI)	50
53	Power Quality Meters	50
54	Auxiliary Relays	50
55	Load Break Switch	50
(B) Hydro Sector		
56	Hydro Turbine & Associated equipment	
	a) Francis Turbine	60
	b) Kaplan Turbine	60
	c) Pelton Turbine	50
57	Main Inlet Valve & Associated Equipment	60
58	Penstock Protection Valve and Associated Equipment	60
59	Governing system & Accessories	60
60	Generator for Hydro Project & Associated Equipment	60
61	Static Excitation System	60
62	Workshop Equipment	60
63	Cooling Water System	60
64	Compressed Air System	60
65	Drainage/Dewatering System	60
66	Fire Protection System	60
67	Heating, Ventilation & Air Conditioning System (HVAC)	60
68	Oil Handling System	60
69	Mechanical Balance of Plant (BOP) Items	60
(C) Thermal Sector		
Boiler Auxiliaries		
70	Air Pre-Heater	60
71	Steam Coil Air Pre Heater (SCAPH)	60
72	Steam soot blowers [wall blowers & Long Retractable Soot Blower (LRSB)]	60
73	Auxiliary Steam Pressure Reducing & Desuperheating (PRDS)	60
74	Fuel oil system	60
75	Seal air Fan	60
76	Ducts and dampers	60
77	Duct expansion joints	60
78	Blowdown tanks	60
79	Coal burners and oil burners	60
80	Coal mills	60
81	Gear Box of Coal Mill	50
82	Coal feeders	60
83	Primary Air Fans	60
84	Forced Draft Fans	60
85	Induced Draft Fans	60
86	Forced Draft (FD)/Induced Draft (ID)/ Primary Air (PA) Fan Servo Motor Assembly	50
87	Tubes (Carbon Steel)	50
88	Steam pipes (Carbon Steel)	50
89	Steam drum	50
90	Separator	50
91	Selective Catalytic Reduction (SCR)	50

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
	Electro-Static Precipitators (ESPs)	
92	Casing	60
93	Electrodes	60
94	Rapping System	60
95	Hopper Heaters	60
96	Transformer Rectifiers	60
97	Insulators	60
	Turbine & Auxiliaries	
98	Turbine (High Pressure/Intermediate Pressure/Low Pressure)	50
99	Condensate Extraction Pumps	60
100	Condenser On line Tube Cleaning System (COLTC)	60
101	Debris filters	60
102	Deaerator	60
103	Drain Cooler and Flash Tank	60
104	ECW Pump	50
105	Plate Heat Exchanger	50
106	Self- cleaning filters	50
107	Condensate Polishing Units (CPUs)	60
108	Chemical Dosing System	60
109	Oil Filter	60
110	Gland Steam Condenser	60
111	Oil Purifying Centrifuge	50
112	Water Cooled Condenser	50
113	Boiler Feed Pumps (BFPs)	50
	Generator and Auxilleries	
114	Generator (including Seal Oil System, Hydrogen Cooling System, Stator water cooling system)	60
	Electrical Works	
115	Control and metering equipment	60
	Control & Instrumentation System (C&I System)	
116	Thermocouples	50
117	Measuring instruments [Resistance Temperature Detectors (RTDs)], Local gauges	50
118	Actuators (Pneumatic and conventional electric)	50
119	Interplant Communication/ Public Address (PA) system except IP based	50
	Coal Handling Plant	
120	Conveyors	60
121	Wagon Tippler	60
122	Side Arm Charger	60
123	Paddle feeder	60
124	Crushers & Screens	60
125	Dust suppression (dry fog & plain water) system	60
126	Air Compressors	50
127	Magnetic separators & metal detectors	60
128	Coal Sampling System	60
129	Stacker cum reclaimer	60
130	Belt weighing & monitoring system.	60
131	Wheel & axle assembly (without bearings) for Bottom Opening Bottom Release (BOBR) Wagons	60
	Ash Handling System	
132	Clinker grinder	60
133	Water jet ejectors	60
134	Scraper chain conveyor	60
135	Dry fly ash vacuum extraction system	60
136	Pressure pneumatic conveying system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
137	Ash water & ash slurry pumps	60
138	Compressors, air dryers & air receivers	50
139	Ash water recovery system	60
	Raw Water Intake & Supply System	
140	Travelling water screens	60
141	Raw water supply pumps	60
142	Valves, RE joints etc.	60
	Water Treatment System and Effluent Treatment System	
143	Clarification plant	60
144	Filtration plant	60
145	Ultra filtration plant	50
146	Reverse Osmosis (RO) plant and its membrane	55
147	De-Mineralised water plant (DM Plant)	60
148	Chlorination plant	60
149	Chemical dosing system	60
150	Effluent Treatment Plant	60
	Circulating Water (CW) & Auxiliary Circulating Water (ACW) System	
151	CW & ACW Pumps	60
152	Butter Fly (BF) valves, Non-return Valves (NRVs) etc.	60
153	Rubber Expansion (RE) joints	60
154	Air release valves	60
	Cooling Towers (NDCT/ IDCT)-Natural-Draft and Induced Draft Cooling Tower	
155	Water Distribution System	60
156	Spray nozzles	60
157	Packing	60
158	Drift eliminators	60
159	Cooling Tower (CT) Fans (for Induced Draft Cooling Towers IDCT)	60
160	Gear boxes, shafts & motors (for IDCT)	60
	Air Conditioning & Ventilation System	
161	Split & window air conditioners	60
162	Chilling/ condensing unit [upto 500 ton of refrigeration(TR)]	55
163	Air Handling Unit (AHU) and Fresh air unit	60
164	Cooling Towers	60
165	Air Washing Units (AWUs), axial fans, roof extractors	60
166	Ducts, louvers & dampers	60
	Flue Gas Desulphurization (FGD)	
167	Spray Nozzles,	50
168	Spray header	50
169	Oxidation Blowers	50
170	Limestone wet Ball Mill	50
171	Slurry Handling Pumps for FGD system	50
172	Booster Fans for FGD system	50
173	Carbon Steel Ducts and Dampers for FGD	60
174	Storage Tanks and Silos	60
175	Process Water Pump for FGD system	50
	(D) Other Common Items	
	Fire protection and detection system	
176	Motor driven fire water pumps	60
177	Diesel engine driven fire water pumps	60
178	Hydrant system for the power plant.	60
179	High velocity water spray system	60
180	Medium velocity water spray system	60
181	Foam protection system	60
182	Inert gas flooding system	60

Sl. No.	Electrical Equipment for Generation, Transmission and Distribution sectors with sufficient local capacity and competition	Class-I Local Supplier (Minimum Local Content (%))
183	Fire tenders	60
184	Portable fire-extinguishers	60
185	Cranes, EOT cranes, gantry crane & chain pulley blocks etc.	60
186	Elevator	60

(E) Minimum Local Content percentages in Engineering, Procurement & Construction (EPC) / Turnkey project

In case the contract is awarded through the EPC route, the contractor should comply with the requirement of MLC for individual items as listed in Annexure-I and should purchase these items only from Class-I Local supplier. In addition, MLC for complete EPC project may also be prescribed as below:

	(1) Package Based Works	Minimum Local Content (%)
1	Boiler	60
2	TG System (Water Cooled Condenser)	60
3	Ash Handling Plant	60
4	Coal Handling Plant	60
5	Electro-static Precipitator (ESP)	60
6	Circulating Water (CW) System	60
7	Cooling Tower	60
8	Water Treatment System	60
9	Air Conditioning System (below 500TR)	60
10	Flue Gas Desulphurisation (FGD) System	60
11	Station Control & Instrumentation (C&I)	50
12	Hydro Power Projects (Electro-Mechanical Works)	60
	Gas based generation	
	Overall Gas Turbine Package (on finished Product basis)	
13	< 44 MW	60
14	44 –145 MW	50
	Overall Combined Cycle Gas Turbine (CCGT) Package (on finished Product basis)	
15	< 44 MW	60
16	44 – 145 MW	60
17	> 150 MW	60
	(2) Project as a whole	
1	Works and service contracts in Power Sector	60
2	Transmission Line with Conventional conductors (ACSR, AAAC, AL-59 etc.)	60
3	Transmission Line with High temperature Low Sag (HTLS) conductors	60
4	HVAC Substation Air Insulated (AIS)	60
5	HVAC Substation Gas Insulated (GIS)	60
6	HVDC Substation	60
7	Distribution Sector	60

Annexure-II

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

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



ATTACHMENT – 19

UNDERTAKING FROM PARENT/ HOLDING COMPANY
(On the letter head of Parent/Holding Company)

No:

Date:.....

(Name & address of the Employer)**Subject:**

Dear Sirs,

We, M/s (Name of the Parent/Holding Company) having registered office at (Address of the Parent/Holding Company) do hereby undertake that in case work(Name of work) is awarded to M/s(Name of the Bidder) who is participating in your subject Tender as a Sole Bidder/constituent of JV, which is our subsidiary company, we on our strength / strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work “.....” (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of works of M/s.....(Name of the Bidder subsidiary company).

In case the Bidder, M/s(Name of Subsidiary company) gets qualified and awarded the work, We do hereby undertake;

- a) to enter into a separate agreement with the Employer as per the Employer's approved format included in the Bid documents.
- b) to furnish by Parent/ Holding Company or its subsidiary i.e. the Bidder, an additional performance bank guarantee of value equivalent to three (5%) percent of the Contract Price) as per SCC Cl. No. 12.3, if the Bidder subsidiary Company is qualified on the strength of Parent/Holding Company or its group Company(ies).

We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,
 For & on behalf of M/s.
 (Name & Address of the Parent/Holding Company)
 (Office Seal)
 Station:
 Date:

Note: This Letter of undertaking should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of Attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking.

ATTACHMENT – 20**a) Certificate from a bidder of a country which shares a land border with India**

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, we certify that we are not from such a country or, if from such a country, has registered with the Competent Authority as per Office Memorandum No. 6/18/2019-PPD dated: 23. July, 2020, Ministry of Finance, Department of Expenditure, Public procurement Division, Govt. of India. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours faithfully,

For & on behalf of M/s _____

Station:
(Office Seal)
Date

Signature:
Name:

b) Certificate from a bidder of country which not shares land border with India and involves possibility of subcontracting the works from an agency of a country which shares a land border with India

"We have read the clause regarding restrictions on procurement from a bidder of country which shares a land border with India and on sub-contracting to contractors/ firms/ vendors/ suppliers from such countries; We certify that we are not from such a country or, if from such a country, has been registered with the Competent Authority as per Office Memorandum No. 6/18/2019-PPD dated: 23. July, 2020, Ministry of Finance, Department of Expenditure, Public procurement Division, Govt. of India and will not sub-contract any work to a contractor/ firm/ vendor/ supplier from such countries unless such contractor/ firm/ vendor/ supplier is registered with the Competent Authority as per Office Memorandum No. 6/18/2019-PPD dated: 23. July, 2020, Ministry of Finance, Department of Expenditure, Public procurement Division, Govt. of India. We hereby certify that we fulfill a// requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

Yours faithfully,

For & on behalf of M/s _____

Station:
(Office Seal)
Date

Signature:
Name:

PRICE SCHEDULES

(1, 2, 3.....)

Note: These schedules shall be placed after the same is checked and validated based on the formats available on uktenders.

SBD FOR E&M/HM WORKS

Contract No:

[illegible]

Tender Inviting Authority:

Name of Work:

Contract No:

Name of the Bidder/ Bidding Firm / Company :										
PRICE SCHEDULE 2- Local Transportation including Port Clearances & Port Charges and Inland Insurance										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
Sl. No.	Item Description	Quantity	Units	BASIC RATE of Freight/Transportation In Figures To be entered by the Bidder in Rs. P	GST Amount in INR Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levies in Rs. P	TOTAL AMOUNT Without Taxes col (9) = (3) x (5) in Rs. P	TOTAL AMOUNT With Taxes col (10) = sum (6) to (9) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9	10	11
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only									

Tender Inviting Authority:

Name of Work:

Contract No:

[illegible]

PRICE SCHEDULE 4 - Grand Summary**Tender Inviting Authority:****Name of Work:****Contract No:**

Name of the Bidder/ Bidding Firm / Company :			
PRICE SCHEDULE 4 - Grand Summary			
Sl. No.	Item Description	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4
1	Grand Summary		
1.1	TOTAL OF PRICE SCHEDULE 1- Supply of Plant and Equipment including Specified Spare Parts and Tools & Instruments	0.00	INR Zero Only
1.2	TOTAL OF PRICE SCHEDULE 2- Local Transportation including Port Clearances & Port Charges and Inland Insurance	0.00	INR Zero Only
1.3	TOTAL OF PRICE SCHEDULE 3- Installation and Other Services	0.00	INR Zero Only
Total in Figures		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only	

Note: Above should be part of tender but may not be supported by ukenders

Tender Inviting Authority:

Name of Work:

Contract No:

[Name of Project]

FORMS

**FORM-1****PROFORMA FOR BANK GUARANTEE FOR PERFORMANCE SECURITY**

(To be executed on non-judicial stamp paper of value Rs 100/-)

Bank Guarantee No. _____

Date: _____

To,

UJVNL Limited,
UJJWAL, Maharani Bagh,
G.M.S. Road, Dehradun (Uttarakhand)

Sir,

In consideration of the *[Employer's Name]* (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s *[Contractor's Name]* with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No. dated valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to (*) % (..... percent) of the said value of the Contract to the Employer.

We *[Name & Address of the Bank]* having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to (*) and it shall remain in force upto and including (@) and shall be extended from time to time for such period, as may be desired by M/s *[Contractor's Name]* on whose behalf this guarantee has been given.



Notwithstanding anything contained hereinabove:

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before

Dated this..... day of 20..... at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

(Signature).....

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

.....

Staff Authority No.

Dated.....

Communication address of the Bank :
Name of the contact person :
Tel. No. :
Fax No. :
Email :

- Notes:
1. (*) This sum shall be ten percent (10%) of the Contract Price (As mentioned in Para 3.0 of Notification of Award.)
 - (@) This date will be up to a period of sixty (60) days beyond the Defect Liability Period as specified in the Contract.
 2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.
 3. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

**FORM-1A****FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE**

(To be execute on Non-Judicial Stamp paper of appropriate value)

Insurance Surety Bond No.....

Date.....

Name of the Contract:

To:

Address of Employer

Dear Sirs,

In consideration of the[*Employer's Name*] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [*Contractor's Name*] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [*Name of the work*] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)..... of the said value of the aforesaid work under the Contract to the Employer.

We[*Name & Address of the Insurance Company*] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till[*days/month/year*] whichever is earlier.

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

The Surety declares that this Insurance Surety Bond is issued by the(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed(*).....



- ii) This Insurance Surety Bond shall be valid up to(+).
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated this day of 20..... at.....

WITNESS
Company

Signed for and on behalf of the Insurance

1.
(Signature)

.....
(Signature)

.....
(Name)

.....
(Name)

Notes:

1. (*) This sum shall be **as per clause 12.3.1 of SCC** of the Contract Price denominated in the types and proportions of currencies.
(@) This date will be thirty (90) days beyond the issue of defect liability period as specified in the Contract.
(+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.
In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer Of-Contract/Engineer In-Charge.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

**FORM- 2A**

**PROFORMA FOR BANK GUARANTEE FOR ADDITIONAL PERFORMANCE SECURITY TO
BE FURNISHED BY PARENT COMPANY OR ITS SUBSIDIARY i.e. THE CONTRACTOR**

1. *This Guarantee has to be furnished by a Nationalized Bank/ Scheduled Bank operating in India. (If it is from a first class foreign bank, it must be counter-guaranteed by State Bank of India or any Scheduled bank operating in India.)*
2. *The Bank Guarantee should be furnished on Stamp Paper of appropriate value.*
3. *The Stamp papers should be purchased in the name of Bank executing the Guarantee.*
4. *Strike through "Parent/ Holding Company or its subsidiary i.e. the Contractor" as applicable.*

To,

UJVN Limited,
UJJWAL, Maharani Bagh,
G.M.S. Road, Dehradun (Uttarakhand)

Dear Sirs,

- 1.0 In consideration of the UJVN Limited, Dehradun, India hereinafter referred to as UJVNL, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees, having awarded to M/s (Bidder's Name) with its Registered Office at hereinafter referred to as the "Contractor" a Contract for the vide the Letter of Award /LOI No.....dated and the same having been unequivocally accepted by(Bidder's Name) resulting in a Contract which was awarded on the strength of Undertaking dated hereinafter referred to as "Undertaking" given by (Parent/ Holding company's name) with its Registered Office at(herein after referred to as Parent/Holding Company of the Bidder / Contractor which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) and the Parent/Holding Company having agreed to provide a Additional Performance Security Bank Guarantee by Parent/ Holding Company or the Contractor amounting to.....to UJVNL for the faithful performance of the Contract on the Terms and Conditions specified in the "Undertaking" dated.....
- 2.0 We (Bank)(Address) having its Head Office at (herein after referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees) do hereby guarantee and undertake to pay to UJVNL on mere demand any and all monies to the extent of (*)..... (Currency and Amount in figures)..... as aforesaid and at any time up to (**)..... from the date of Letter of Award and till the obligations under the Contract are completed without any demur, reservation, contest or recourse or protest and /or without any reference to Parent/Holding Company or the Contractor.
- 3.0 The Bank do hereby undertake not to revoke this Guarantee during its currency without previous written consent of UJVNL and further agrees that the Guarantee herein contained shall continue to remain enforceable till UJVNL discharges this Guarantee.
- 4.0 Any such demand made by the UJVNL on the Bank shall be conclusive and binding, not withstanding any difference between UJVNL and Parent/Holding Company or the Contractor pending before any Court, Tribunal, Arbitration or any other Authority.

- 5.0 UJVNL shall have the fullest liberty without affecting in way the liability of the Bank under this Guarantee, from time to time, to extend the time of performance of the Contract of the Contractor or Parent/Holding Company.
- 6.0 UJVNL shall have the fullest liberty without affecting this Guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against to the Contractor or the Parent/Holding company and to exercise to same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the said Contract or Undertaking or any other course or remedy or security available to UJVNL.
- 7.0 The Bank shall not be released of its obligations / liabilities under these presents by any exercise by UJVNL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts or omissions or commissions on the part of UJVNL or any other indulgence shown by UJVNL or by any other matter or thing whatsoever which under Law would, but for the provision, have the effect of relieving the Bank from its obligations. The Bank also agrees that UJVNL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor or Parent/Holding Company and notwithstanding any other security or Guarantee that UJVNL may have in relation to the Contractor's/Parent/Holding company's liabilities.
- 8.0 Notwithstanding anything contained herein above, our liability under this Guarantee is restricted to Rs (Rupees) (in words) and it shall remain in force up to and including and shall be extended from time to time for such period as may be desired by the Parent/Holding company or the Contractor, on whose behalf this Guarantee has been given.
- 9.0 This Guarantee shall expire on unless UJVNL's claim under this Guarantee in accordance with the above mentioned conditions has reached us by the end of the said date.
- 10.0 Also, Our branch at, India (Name & Address of the branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our branch a written claim or demand and received by us at our branch on or before Dt. otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

Notwithstanding anything contained hereinabove:

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before

Signed at this.... day of 202

WITNESS

1. Signature

Signature



Name in Block Letters	Name in Block Letters
Occupation	Designation
Address	Staff Code No
2. Signature	Banker's Seal
Name in Block Letters	Staff Authority No.....
Occupation	
Address:	

Communication address of the Bank

Name of the contact person

Telephone No.

Fax No.

Email

:

:

:

:

:**Note:**

1. * This sum shall be five percent (5%) of the Contract Price.
- ** This date will be Sixty (60) days beyond the Defects liability period as specified in the Contract
2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution/issuance of Bank Guarantee.
3. In case the same is issued by a first class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

FORM- 2B

FORM FOR MEMORANDUM OF UNDERSTANDING (MOU) FOR JOINT VENTURE PARTICIPATION

This Joint Venture Agreement made and entered into on this ----- day of -----, (*Year*).

BY AND BETWEEN

----- (Name of the Lead Member) a Company registered under the laws of -----
 ----(Name of the Country) with its Head/registered office at -----
 (Address of the Head/Registered Office)* and a place of business in -----
 ----- (Address of place of business) (hereinafter referred to as "Lead Member") and represented
 by Mr. ----- (Name of Authorized signatory(ies)).

AND

----- (Name of the other Member) a Company registered under the laws of -----
 ---- (Name of the Country) with its Head/registered office at -----
 (Address of the Head/Registered Office)* and a place of business in -----
 ----- (Address of place of business) (hereinafter referred to as "Partner") and represented by
 Mr. ----- (Name of Authorized signatory(ies)).

All and/or each of them hereinafter referred to as "the Parties" or "Lead Member or Member" as the case may be.

WITNESSES

WHEREAS UJVN Ltd. (hereinafter referred to as "The Employer") has issued a Invitation of Bids vide Bid Notice No. ----- dated ----- for the execution of ----- Works of (*Name of Project*), in Uttarakhand, India (hereinafter referred to as "the Project"). The Employer intends to qualify eligible Bidders in respect of the above Project.

WHEREAS the Parties are interested in jointly preparing and submitting the bid, and upon for the Project as a Joint venture (hereinafter referred to as "JV").

1. DEFINITIONS

The following words and expressions shall have the meanings assigned to them, except where the context otherwise requires:

"Employer" means UJVN Limited and none other, except its legal successors and permitted assigns;

"Project" means the undertaking or proposed, or actual works for (*Name of work*) in connection with which the Employer intends or has commenced to proceed and requires professional services;

"Works" means the permanent works to be constructed, including the goods and equipment to be supplied to the Employer, for the achievement of the Project;

"Joint Venture" means the joint venture formed between the Members in accordance with this Agreement;

"Tender" means the tender of the Employer to a Member or Members to submit a proposal for the provision of professional engineering services for the Project;

"Proposal" means the proposal to be prepared and submitted by the Joint Venture in response to the Tender;

The Joint Venture Agreement, hereinafter referred to as "This Agreement", comprises the document entitled Terms and Conditions and such other documents as may be required to form part of this Agreement;

"Agreement" means the agreement between the Employer and the Joint Venture for the provision of professional services for the Project;

"Services" means all the services to be performed by the Joint Venture in accordance with the Proposal or the Services Agreement, as the case may be;

"Members" means the individuals or firms which have agreed to Joint Venture in connection with the Project;

"Lead Member" means the member which will take the lead in the management of the Joint Venture's affairs and which will provide the Joint Venture's Representative for liaison with the

Client and, unless otherwise agreed by the Members, the Construction/ Service Manager for direction of the conduct of the Services;

2. INTERPRETATION

- 2.1 Words importing the singular also include the plural and the masculine includes the feminine and vice-versa where the context requires.
- 2.2 The headings in this Agreement shall not be taken into consideration in its interpretation.
- 2.3 Unless otherwise stated, all references to clauses are references to clauses numbered in the Conditions and Terms of this Agreement and not to those in any other document attached or incorporated by them.

3. PURPOSE OF THIS AGREEMENT

- 3.1 The purpose of this Agreement is to define the principles of collaboration among the Members to:

** Strike out which is not applicable.*

- Submit a bid jointly to qualify for the execution of (*Name of Work*) in Uttarakhand, India as a Joint venture.
- Prepare and submit technical and commercial proposals to the Employer.
- Negotiate and sign Agreement in case of award.
- Provide and perform the supplies and services, which would be ordered by the Employer pursuant to the Agreement.

3.2 NAME

For the purpose of participating in the Tender, the name of the JV shall be "_____".

4. LEGAL RELATIONSHIP OF THE MEMBERS

- 4.1 This Agreement shall not be construed as establishing or giving effect to any legal entity such as, but not limited to, a company, a partnership, etc. It shall relate solely towards the Employer for Bidding for (*Name of Work*) in Uttarakhand, India and related execution works to be performed pursuant to the Contract and shall not extend to any other activities.
- 4.2 The Parties shall be jointly and severally responsible and bound towards the Employer for the performance of the works in accordance with the terms and conditions of the Bid documents and/or Contract.

5. LEADERSHIP

------(Name of Member) shall act as Lead Member of the JV. As such, it shall act as the coordinator of the Member's combined activities and shall carry out the following functions:

- 5.1 To ensure the technical, commercial and administrative co-ordination of the Project.
- 5.2 To lead the contract negotiations of the Project with the Employer.
- 5.3 The Lead Member is authorized to receive instructions and incur liabilities for and on behalf of any or all Parties.
- 5.4 In case of an award, act as channel of communication between the Employer and the Parties to execute the Contract

6. SCOPE OF WORKS AND SERVICES OF EACH PARTY

The Scope of works to be performed by each Member shall be as herein below:

6.1 Scope of Works and Services:

The Scope of Work and services for each Member shall be defined as follows:

6.1.1 ------(Name of Member) shall be responsible for the following (Define the scope of works):

- -----
- -----
- -----

6.1.2 ------(Name of Member) shall be responsible for the following (Define the scope of works):

- -----
- -----
- -----

6.2 Participation Share of each Member:

Lead Member	... %
Member	... %

6.3 Financial Commitment of each Member in terms of Contract Value (atleast 10% for Member other than Lead Member):

Lead Member	... %
Member	... %

6.4 Sharing of Profit and Loss by each Member:

Lead Member	 %
Member	 %

7. PERFORMANCE OF THE WORK

- 7.1 The work to be performed under the Agreement shall be carried out in accordance with the terms and conditions of the Agreement and This Agreement. In the event of any inconsistency between the terms of the Agreement and This Agreement regarding the Performance of the work, the Agreement shall prevail, subject to Clauses 7.3 and 7.4 below.
- 7.2 Each Member shall be responsible for fulfilling the obligations in accordance with the terms of the Agreement to the satisfaction of the Employer, subject to Clauses 7.3. and 7.4 below.
- 7.3 The apportionment of the Joint Venture's obligations between the Parties in accordance with Clause 6 can be amended by agreement between the Members, subject to the consent of the Employer if required by the Agreement.
- 7.4 Any alterations or additions to the work to be carried out under the Agreement shall be made only with the consent or on the instructions of the Employer in accordance with the



Agreement. Responsibility for carrying out additional obligations shall be as agreed between the Members, subject to the consent of the Employer if required by the Agreement.

- 7.5 For the execution of the respective portions of works, the Members shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources.

8. EXECUTIVE AUTHORITY

- 8.1 No Member shall have authority to bind or to make any commitment on behalf of the Joint Venture or of any other Member unless such authority is expressed in writing by the Members jointly in regard to the Joint Venture, or by a Member individually in regard to the (other) Member.
- 8.2 From the date of This Agreement until the award of the Agreement to the Joint Venture or until This Agreement shall terminate in accordance with its terms, whichever is the earlier, the following matters shall require the unanimous consent of the Members:
- for the purpose of submitting the Proposal, the respective responsibilities and obligations to be undertaken by the Members under the Agreement, subject to the conditions of the Tender,
 - for the purpose of submitting the Proposal, the prices and terms and conditions of payment comprised in the Proposal as applicable to the Joint Venture generally, and to the Members separately, subject to the conditions of the Tender and
 - any communication to, or response to communication from, the Employer either written or oral and any commitment of any kind to the Employer or any other party in connection with the Proposal.
- 8.3 The said Joint Venture through its authorized representative shall receive instructions, payments from the Employer. The management structure for the project shall be prepared by mutual consultations to enable completion of project to quality requirements within permitted cost and time.

9. EXCLUSIVITY

Unless otherwise agreed by the Members, no member shall engage in any activity related to the Project, unless otherwise agreed by the Parties, other than as a Member of the Joint Venture and in accordance with the terms and conditions of This Agreement. Each Member warrants that its subsidiaries and other firms or individuals over which it has control will comply with this requirement.

10. DOCUMENTS

- 10.1 All documents produced by a Member or the Members in connection with the Project which are made available to persons other than the Members shall bear the name of the Joint Venture.
- 10.2 All documents prepared by either of the Members in connection with the performance of work under the Agreement, and which are submitted to the Employer or are to be made available to third parties, shall be signed by the Authorized representative of JV, unless they concern the interpretation of the Agreement or alteration to its terms or works to be performed.
- 10.3 Each Member shall have unrestricted access to any work carried out by the Members in connection with the Project.
- 10.4 Copies of all documents submitted to the Employer by or on behalf of the Joint Venture by a Member shall be circulated to the Members as soon as reasonably practicable following such submission.
- 10.5 The copyright in documents produced by a particular Member in connection with the Project is granted to the Members and each Member hereby licenses the Members to use and reproduce documents produced by it.
- 10.6 Each Member shall indemnify the Members against all claims, liabilities, damages, costs and expenses sustained as a result of re-using the designs, drawings and other documents produced for the Project on other projects.

11. PERSONNEL

- 11.1 Each Member shall assign a sufficient number of its employees to the Project so that the provisions of This Agreement are complied with and the works are carried out in accordance with the Agreement.
- 11.2 Each Member shall be responsible for all actions of its staff and shall continue to be responsible in all ways for its own obligations as employer of its employees.
- 11.3 Notwithstanding the foregoing provisions of this Clause, each Member may allow any person, firm or corporation over which it exercises management control to fulfil any of the obligations for which it is responsible under This Agreement provided that, in such circumstances, the control of and responsibility for those obligations shall at all times remain vested in the Member.

12. GUARANTEES, BOND AND SECURITIES

Till the award of the work, the Lead Member shall furnish Earnest Money and all other bonds/guarantees to the Employer on behalf of the JV, which shall be legally binding on all the members of the JV.

13. LIABILITY

Both the Members shall be jointly and severally liable to the Employer for the performance of the Work under the Agreement.

14. ASSIGNMENT AND THIRD PARTIES

- 14.1 No Member shall sell, assign, mortgage, pledge, transfer or in any way dispose of any rights or interests under this MOU, or its interests in any sums payable by the Employer other than by a charge in favour of its bankers of any monies due or to become due under this MOU, without prior written consent of the Members.
- 14.2 This MOU is exclusively for the benefit of the Members and shall not be construed as conferring, either directly or indirectly, any rights or causes of action upon third parties.

15. DISPUTE AND ARBITRATION

Any dispute arising in connection with This Agreement which cannot be resolved by the Members in accordance with the terms of This Agreement shall be settled by arbitration in accordance with the Rules (*.....rule to be mentioned by JV*). The Members agree to comply with the awards resulting from arbitration and waive their rights to any form of appeal insofar as such waiver can validly be made.

16. DURATION OF THIS AGREEMENT

- 16.1 If it has been jointly established by the Members that the Proposal will not be accepted by the Employer or if it has not been accepted by the Employer within the period allowed for acceptance in accordance with the Proposal or any extension of that period subsequently agreed between the Employer and the Joint Venture, This Agreement shall thereupon terminate forthwith.
- 16.2 If the Proposal is accepted by the Employer, This Agreement shall continue to have full force and effect and shall continue the same when the Agreement is entered into with the Employer, until confirmation has been received from the Employer that the Works have been completed, or the Agreement has been terminated, and all accounts relating to the Works between the Joint Venture and the Employer are acknowledged as settled.
- 16.3 Provided that the terms of This Agreement shall nevertheless continue to bind the Members to such extent and for so long as may be necessary to give effect to the rights and obligations specified in the Agreement.
- 16.4 This Agreement shall be valid until end of Defect Liability Period (*As per provision in Tender*) of the Agreement and full and final settlement of all accounts and disputes, if any, between the Parties and the Employer, except if the Employer has decided
 - 16.4.1 The Proposal submitted by the JV is declared unsuccessful by Employer,
 - 16.4.2 Cancellation /Shelving of the Project by the Employer for any reasons prior to award of Work.
 - 16.4.3 Execution of detailed JV agreement by the Members, setting out detailed terms after award of work by the Employer.



17. This MOU is drawn in.....number of copies with equal legal strength and status. One copy is held by M/s..... (*Member Name*) and the other by M/s..... (*Member Name*) and a copy submitted with the Proposal.
18. This MOU shall be construed under the laws of India.
19. NOTICES Notice shall be given in writing by email, registered mail or commercial courier or Fax to the following Fax numbers and addresses.

Lead Member
(Name and Address)
Fax no:
Email.....

Other Member.....
(Name and Address)
Fax no.....
Email.....

IN WITNESS WHERE OF THE PARTES, have executed this MOU the day, month and year first before written.

M/s
(Name and Address)
Seal

M/s
(Name and Address)
Seal

Witness:

- 1..... (Name & Address)
2..... (Name & Address)

**FORM-2(C)****PERFORMANCE SECURITY BANK GUARANTEE FORM FOR MANUFACTURER**

(to be submitted by Manufacturer)

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the ... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s[Contractor's Name]..... with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No..... dated.....for execution of in Uttarakhand, and the same having been acknowledged by the Contractor, and the Contractor alongwith M/s.....[Manufacturer's Name] a Company with Registered Office at(hereinafter referred to as the 'Manufacturer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having executed a Letter of Authorization for successful performance of the component works to be executed by the Manufacturer and the Contractor / Manufacturer having agreed to provide an additional Performance Guarantee for the faithful performance of the equipment under the Contract equivalent to 5% of the value of the aforesaid equipment (as per Letter of Authorization) under the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till(+)..... [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Manufacturer. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Manufacturer, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or Letter of Authorization executed by the Contractor alongwith its Manufacturer any other course or remedy or security available to the Employer.

The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under the law would, but for this provision have the effect of relieving the Bank.

The Bank declares that this Bank Guarantee is issued by the Bank, utilizing the credit limit of



M/s----- (name of Manufacturer / Contractor) and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor / Manufacturer and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove:

- i. Our liability under this Bank Guarantee shall not exceed ----- (*)-----.
- ii. This Bank Guarantee shall be valid upto -----@-----.
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serves upon Bank a written claim or demand on or before (@)

Dated this day of 202 at.....

WITNESS

(Signature).....

(Signature)

(Name)

(Name).....

.....

.....

(Official Address)

(Designation with Bank Stamp)

Staff Authority No.....

Dated.....

Communication address of the Bank

Name of the contact person

Tel. No.

Fax No.

Email:

Notes :

1. (*) This sum shall be five percent (5%) of the value of the equipment as identified in the Contract price.

(@) This date will be Ninety (90) days beyond the Defects Liability Period as specified in the Contract.

(**) Employer may also present any of his demands at the counters of the------(Name and branch of the Bank in India) -----for further relay to us. (to be inserted in case of foreign currency bank guarantee issued by an overseas bank outside India)

2. Bank Guarantee should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Bank, not more than six (6) months prior to execution/issuance of Bank Guarantee. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Bank guarantee should contain rubber stamp of the authorized signatory of the bank indicating the name, designation and signature/power of attorney number as well as telephone/ fax numbers with full correspondence address of the Bank.

In case the same is issued by a first-class International Bank, the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Bank Guarantee. However, in such a case, the bank Guarantee shall be got confirmed through any Indian Scheduled/Nationalized Bank.

3. Bank Guarantee is required to be submitted directly to the Employer by the issuing bank (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Bank Guarantee to the Engineer.
4. The issuing bank shall write the name of bank's controlling branch/ Head Office along with contact details like telephone/fax and full correspondence address in order to get the confirmation of BG from that branch/ Head office, if so required.

**FORM 3****BANK GUARANTEE FOR ADVANCE PAYMENT**

(To be executed on non-judicial stamp paper of Rs. 100/-)

Bank Guarantee No. _____

Date: _____

To,

UJVNL Limited,
UJJWAL, Maharani Bagh,
G.M.S. Road, Dehradun (Uttarakhand)

Sir,

In consideration of the *[Employer's Name]* (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s *[Contractor's Name]* with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No. dated valued at for *[Name of Contract]* (hereinafter called the 'Contract' and the Employer having agreed to make and advance payment to the Contractor for performance of the above Contract amounting (in words and figures) as an Advance against Bank Guarantee to be furnished by the Contractor.

We *[Name & Address of the Bank]* having its Head Office at (hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, immediately on demand any or, all monies payable by the Contractor to the extent of *[advance amount]* as aforesaid at any time upto (@) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Employer discharges this guarantee.

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

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

Notwithstanding anything contained herein above our liability under this guarantee is restricted to *[advance amount]* and it shall remain in force upto and including



..... (@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s [Contractor's Name] on whose behalf this guarantee has been given.

Notwithstanding anything contained hereinabove:

- i) Our liability under this Bank Guarantee shall not exceed
- ii) This Bank Guarantee shall be valid up to
- iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if Employer serve upon Bank a written claim or demand on or before

Dated this day of 20..... at.....

WITNESS

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

.....
Staff Authority No.

Dated.....

Notes:

1. (@) This date will be sixty (60) days beyond the date of Completion of the Facilities.
2. The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.



FORM-4

FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.

Date: _____

To,
M/s(Contractor's Name & Address)
.....
.....

Attn.: Mr.....[Insert Designation.....]

Sub:- Notification of Award of Contract for [Insert Contract Title
.....

Dear Sir,

1.0 This has reference to the following:

- i. Bidding Documents for the subject package issued to you vide our Tender No. dated..... comprising the following:

.....(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder)

Errata/Amendment No..... to..... **(Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains)** issued to you vide our letter no. dated.....

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

- ii. Clarifications furnished to you on the Bidding Documents vide our letter no..... dated based on the query raised by **you/one of the prospective bidders. (Use as applicable)**

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

- iii. Your Proposal for the subject package submitted vide your letter No. dated..... and its modification vide letter no. dated **(Delete if not applicable).**

- iv. Our Fax message/letter No. dated..... regarding extension of validity of bid and that of the Bank Guarantee towards Bid Security.

(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

- v. Our Fax message/letter No. dated..... inviting you for post bid discussions.
- vi. Post bid discussions and meetings we had with you from to
- vii. Clarification/Confirmation furnished by you vide your letter No. dated
- 2.0 We confirm having accepted your proposal submitted vide letter no. dated and its modification vide letter no..... dated **(Delete if not applicable)** read in conjunction with all the specifications, terms & conditions of the Bidding Documents and **Your subsequent letters (Use if relevant)** referred to in para 1.0 above and award on you the Contract for the work of **(Indicate brief Scope of Work)** for **(Name of project)** as per Specification No.:..... (Hereinafter referred to as the 'Contract').
- 3.0 The total Contract Price for the entire scope of work under the Contract shall be..... [Rs. insert amount of Rupees in words.....] as per the following break up :
- (i) Supply.....
Taxes & Duties.....
 - (ii) Service.....
Taxes & Duties.....
 - (iii) Total (i+ii)(in Words).....
(Taxes & Duties are subject to statutory variations)
- 4.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within 60 days from the date of this Notification of Award.
You/ your authorised representative(s) are requested to be personally present at [insert address] for the signing of the contract.
- 5.0 In this respect, we also request you to submit the Bank Guarantee against Performance Security and Additional Bank Guarantee for Parent / Holding Company as per conditions of contract, of [Rs. insert amount of Rupees in words.....].
- Acceptance of any Bank Guarantee(s) submitted by you will be subject to its confirmation by the issuing bank through SFMS and manual (Hard Copy/ Post) mode.
- 6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

This notification concludes the legally binding contract between you and the UJVNL Limited, till issue of a formal contract.

Enclosure: As above.

Yours faithfully,
for and on behalf of
.....**(Name of the Employer)**.....

(Authorised Signatory)

FORM-5

FORM OF CONTRACT AGREEMENT
(Separate agreement for supply and services)

THIS CONTRACT AGREEMENT is made on the _____ day of _____ 20____

BETWEEN

UJJVN Ltd. (A Govt. of Uttarakhand Undertaking), Dehradun (hereinafter referred to as "the Employer" which terms shall include its successors and assigns) and having its principal place of business at UJJWAL, Maharani Bagh GMS Road, Dehradun-248 006,

and

[name of Contractor] (hereinafter called "the Contractor" which term shall include their successors and legal representatives), a corporation incorporated under the laws of [country of Contractor] and having its principal place of business at [address of Contractor]

WHEREAS the Employer desires to engage the Contractor to [insert contract title] and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

- 1.1 **Contract Documents** (Reference GCC Clause 2)
 The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:
- (a) This Contract Agreement and the Appendices hereto
 - (b) Notification of Award
 - (c) Corrigendum/Amendments of the Bidding Document
 - (c) Special Conditions of Contract
 - (e) Technical Specifications, Drawings, Technical Data Sheets and Model Quality Assurance Plan
 - (f) General Conditions of Contract
 - (g) Information for Bidders.
 - (h) The Bid and Price Schedules submitted by the Contractor
- 1.2 **Order of Precedence** (Reference GCC Clause 2)
 In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.
- 1.3 **Definitions** (Reference GCC Clause 1)
 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

Article 2. Contract Price and Terms of Payment

- 2.1 **Contract Price** (Reference GCC Clause 11)
 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.
- 2.2 **Terms of Payment** (Reference GCC Clause 12)

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

- 2.3 **Taxes & Duties** (Reference GCC Clause 13 & SCC Clause 13)
The Total amount of taxes and duties shall be [amount in words], [amount in figures] subjected to statutory change as per clause 35 of GCC i.e. Change in Laws and Regulations.

Article 3. Effective Date for Determining Time for Completion

- 3.1 **Effective Date** (Reference GCC Clause 1)
the Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- (b) The Contractor has submitted to the Employer the Performance Guarantee and the Advance Payment Guarantee (if Contractor is taking Advance Payment);
- (c) The Contractor has submitted to the Employer the Additional Performance Guarantee and Corporate Guarantee (if applicable);
- (d) The Employer has paid the Contractor the advance payment
- (e) *Any other conditions shall be added here.*

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

- 3.3 **Time for Completion** (Reference GCC Clause 8)
Time for completion shall be 48 months as per clause 3 of SCC from the effective date as specified in Article 3.1 above subject to any extension as per clause 39 of GCC.

Article 4. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

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

IN WITNESS WHEREOF the Employer and the Contractor have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

FOR
UJVNL Ltd.
(Signature)

FOR
[Insert name of firm]
(Signature)



Name:.....
Designation:.....
(with seal)
Place:
Date:
Witness: [insert name & signature with
address]
1.
2.

Name:.....
Designation:.....
(with seal)
Place:
Date:
Witness: [insert name & signature with
address]
1.
2.

SBD FOR E&M/HM WORKS

Appendix 1- Terms and Procedures of Payment

In accordance with the provisions of GCC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the section on Price Schedules.

TERMS OF PAYMENT

SUPPLY

In respect of plant and equipment supplied, as specified in respective Price Schedule and in Approved Billing Breakup as prepared subsequent to notification of award, the following payments shall be made:

1. Ten percent (10%) of the total Ex-Works amount as an interest bearing adjustable advance payment @ PNB 3 (Three) Year MCLR plus 150 bps compounded monthly, against receipt of invoice and an irrevocable Advance Payment Security (as specified in **Form-3 of Section XI -Forms & Procedures**) made out in favour of the Employer. The Advance Payment Security shall be reduced in proportion to the value of the plant and equipment delivered to the site on request of Contractor, as evidenced by delivery documents as per SCC Clause 12.2.3.
2. **Eighty percent (80%)** of the total or pro rata Ex-Works amount along with **eighty percent (80%)** of price variation (calculate as per Appendix-2), if any, upon receipt and checking of material (after employer's approval of their design & engineering) to site & after receipt of invoice along with dispatch documents. All admissible taxes & duties shall be paid as per actual at this stage.
3. **Fifteen percent (15%)** of the total Ex-Works amount along with **fifteen percent (15%)** of Price variation (calculate as per Appendix-2), if any, upon issue of Completion Certificate (machine wise) against submission of a bank guarantee of Ten percent (10%) of the total Ex-Works amount along with ten percent (10%) of price variation, for safe guard against operational non acceptance.
4. **Five percent (5%)** of the total or pro rata Ex-Works amount along with **five percent (5%)** of Price variation (calculate as per Appendix-2), if any, upon issue of the Operational Acceptance Certificate.

SERVICES

In respect of installation services (Erection, Testing & Commissioning) & all other services (Transportation & Insurance etc.) as specified in respective Price Schedule and in Approved Billing Breakup as prepared subsequent to notification of award, the following payments shall be made:

Transportation & Insurance

1. In respect of transportation & insurance, **eighty percent (80%)** of the total or pro rata transportation & insurance amount upon delivery to the site after receipt of Invoice payments shall be made along with **eighty percent (80%)** of price variation (calculate as per Appendix-2), if any.
2. **Fifteen percent (15%)** of the total transportation & insurance amount upon issue of Completion Certificate (machine wise) along with **fifteen percent (15%)** of Price variation (calculate as per Appendix-2), if any, against submission of a bank guarantee of **Ten percent (10%)** of the total transportation & insurance amount for safe guard against operational non acceptance.

3. **Five percent (5%)** of the total local transportation (including port clearance & port charges and inland insurance) amount along with **five percent (5%)** of Price variation (calculate as per Appendix-2), if any, upon issue of Operational Acceptance Certificate.

Installation and Other Services

1. **Ten percent (10%)** of the total Installation and Other Services amount as an interest bearing adjustable advance payment @ PNB 3 (Three) Year MCLR plus 150 bps compounded monthly, against receipt of invoice and an irrevocable Advance Payment Security made out in favour of the Employer. The Advance Payment Security shall be reduced in proportion on the request of Contractor to the value of work performed by the Contractor as evidenced by the invoices for installation services.
2. **Eighty percent (80%)** of the measured value of work performed by the Contractor, as identified in the said Program of Performance, during the preceding month, as evidenced by the Employer's authorization of the Contractor's application. **Eighty percent (80%)** of Price variation (calculate as per Appendix-2), if any, shall be payable at this stage. All admissible taxes shall be paid as per actual at this stage.
3. **Fifteen percent (15%)** of the total Installation and Other Services, along with **fifteen percent (15%)** of Price variation (calculate as per Appendix-2), if any, upon issue of the Completion Certificate against submission of a bank guarantee of **Ten percent (10%)** of the total Installation Services amount along with **Ten percent (10%)** of price variation, for safeguard against operational non acceptance.
4. **Five percent (5%)** of the total Installation and Other Services along with **five percent (5%)** of price variation (calculate as per Appendix-2), if any, upon issue of Operational Acceptance Certificate.

PAYMENT PROCEDURES

The procedures to be followed in applying for certification and making payments shall be as follows:

1. Unless stipulated otherwise hereunder, all payments shall be released to the Contractor as specified in respective Price Schedule and in Approved Billing Breakup after fulfillment of the requirements specified herein above under Terms of Payment.
2. **Eighty (80%)** of Ex-Works amount as specified in respective Price Schedule and in Approved Billing Breakup, shall be claimed item wise by the Contractor after shipment / dispatch of the equipment through **Letter of Credit (L/C)** against submission of dispatch & inspection documents.
3. Payments excluding supply part shall be claimed by the Contractor as per the billing cycle. Billing cycle shall be such that the bill received till 15th of every month shall be cleared by 30th of the next month. Bill received after 15th of every month shall be considered for next billing cycle.
4. Interest on advance payment shall be calculated for every calendar month. For bill received in any part of the month, interest shall be calculated for the complete month.
5. Invoices shall be raised in the name of

6. The Contractor shall prepare and submit to the Employer for approval, a break-up of contract price in the currencies of the Contract. The contract price break-up shall be interlinked with the agreed detail PERT network of the Contract setting forth started and completion dates for the various key phases of the facilities. Any payment under the contracts, subsequent to advance payment, shall be made only after the contractor's price break-up, is approved by the Engineer Of-Contract. The agreed sum of the contractor's price break-up shall be equal to the total contract price. **Further, Contractor shall ensure supply strictly in accordance with the items required to be supplied under CPM /PERT Network approved /agreed as per contract.**
7. The Employer will establish an irrevocable **Letter of Credit (L/C)** in favour of the Contractor through the Employer's bank for payments due, as per Terms of Payment, on Ex-works dispatch of plant & equipment including mandatory spares covered in respective Price Schedule. The value of L/C will be as per dispatch schedule for each quarter of year and the L/C shall remain valid for one quarter of a year. It will be the responsibility of the Contractor to utilize the L/C to the fullest extent. In case L/C has been established by the Employer and not utilized fully/partially by the Contractor, for reasons of delay attributable to him, all reinstatement charges for the L/C for further period necessitated due to non-utilization of L/C will be to the account of the Contractor. Upon expiry of L/C and non-performance of the Contractor, L/C value shall be suitably adjusted / modified towards LD. **At the time of entering the Contract agreement the list of documents to be submitted by Contractor for procuring payment through LC shall be finalized.**
8. **The Employer shall not bear any demurrage / penalty / storage charges in respect to material to be supplied by the Contractor.**

Appendix 2- Price Adjustment

Prices payable to the Contractor, in accordance with the Contract, shall be subject to adjustment during the performance of the Contract to reflect the changes occurring in cost of labour and material components, in accordance with the following formulae:

1. Price Adjustment Formula for Supply of Plant and Equipment

Prices payable to the Contractor, in accordance with the Contract for Supply of Plant and Equipment, shall be subject to adjustment in accordance with the following PV formulae:

$$P1 = P0 \times \left(0.20 + 0.35 \frac{L1}{L0} + 0.45 \frac{M1}{M0} \right) - P0$$

in which:

P1	adjustment amount payable to the Contractor
P0	(100% - X) of Contract price for supply (base price i.e. without taxes & duties)
X	Advance payment in % of Contract Price (base price i.e. price without taxes & duties)
L0, L1	All India Consumer Price Index Number for Industrial Workers published by Labour Bureau, Ministry of Labour, GoI on the 'Base Date' and the 'Date of Adjustment', respectively

a) For Electrical Equipment:

The factor **0.45 M1/M0** in the above PV formula may be read as hereunder:

$$0.45 M1/M0 = 0.32 S1/S0 + 0.13 C1/C0$$

Where:

S0,S1	The wholesale Price Index for 'Manufacture of Basic Metals' as published by the Office of Economic Adviser, Ministry of Industry, Government of India on the 'Base Date' and on the date of adjustment respectively.
C0,C1	The wholesale Price Index for 'Copper shapes -Bars/Rods/Plates/Strips' as published by the Office of Economic Adviser, Ministry of Industry, Government of India on the 'Base Date' and on the 'Date of Adjustment' respectively.

b) For Mechanical Equipment:

The factor **0.45 M1/M0** in the above PV formula may be read as hereunder:

$$0.45 M1/M0 = 0.45 S1/S0$$

Where:

S0,S1	The wholesale Price Index for 'Manufacture of Basic Metals' as published by the Office of Economic Adviser, Ministry of Commerce & Industry, Government of India on the 'Base Date' and on the 'Date of Adjustment' respectively.
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The classification of “Electrical” & “Mechanical” Equipment to be used for the purpose of price adjustment in the above formulae is enclosed as **Annexure-I to Appendix-2**.

2. Price Adjustment Formula for Installation of Plant and Equipment

Prices payable to the Contractor, in accordance with the Contract for Installation of Plant and Equipment including port clearance, inland transportation etc. shall be subject to adjustment in accordance with the following formula:

$$P1 = P0 \times \left(0.20 + 0.60 \frac{L1}{L0} + 0.15 \frac{F1}{F0} + 0.05 \frac{M1}{M0} \right) - P0$$

in which:

P1	adjustment amount payable to the Contractor
P0	(100% - X) of Contract price for installation (base price i.e. without taxes & duties)
X	Advance payment in % of Contract Price (base price i.e. price without taxes & duties)
L0, L1	All India Consumer Price Index Number for Industrial Workers published by Labour Bureau, Ministry of Labour, Govt. on the ‘Base Date’ and ‘Date of Adjustment’, respectively.
F0, F1	Actual, all inclusive price of diesel at Delhi as fixed by Indian Oil Corporation on the ‘Base Date’ and the ‘Date of Adjustment’, respectively.
M0, M1	Wholesale Price index for ‘Manufacture of other Non-metallic Mineral Products’ on the ‘Base Date’ and the ‘Date of Adjustment’, respectively, as published in the monthly Bulletin ‘Wholesale Price indices’ issued by the Office of Economic Adviser, Ministry of Commerce & Industry, Govt. of India, New Delhi.

Conditions applicable to Price Adjustment

Dates for Price Adjustment:

- The ‘Base Date’ shall be the date Twenty Eight (28) days prior to the date of submission of Bid.
- The ‘Date of Adjustment’ shall be the Mid-Point of the period of manufacture or installation of component or Plant. The Mid- Point is defined as under:

“Mid-Point of manufacture”:

The Mid-Point date of manufacture shall be the midpoint date determined from:

- (i) the mid-point date of engineering activities and mid-point date of manufacturing activities for each item derived from the program of performance.
- (ii) the mid-point date of engineering activities and actual date of dispatch

Whichever occurs earlier (between (i) and (ii)).

In case where the Program of Performance (refer GCC Cl. No. 17.2) is given separately for each unit the midpoint shall be determined unit wise. In such case, since engineering is to be done together with all the units, midpoint of engineering activity will remain same for all the units. However, the midpoint of manufacturing activity shall be different for each unit. In case of outsourced items where basic engineering is done at contractor’s level and detailed engineering is done at vendor’s level, the complete process should be taken as engineering activity including the intervening period of tendering and award activity. In some Program of Performance (refer GCC Cl. No. 17.2), manufacturing activity is spilt into parts such as ‘Forging’ and ‘Machining’. In this case the total time period shall be taken as manufacturing activity including intervening period if any. In case where a single activity is listed for procurement of raw material and manufacturing, the complete activity shall be taken as Manufacturing activity.

“Mid-Point of installation”:

Mid-point of installation shall be mid-point of start date of installation and finish date of installation/ erection of facilities and part thereof as provided in the Program of Performance (refer GCC Cl. No. 17.2).

“Mid-Point of transportation”:

Mid-point of transportation shall be mid-point of dispatch activities as per Program of Performance (refer GCC Cl. No. 17.2).

The following conditions shall apply:

- (a) Price adjustment will be applied only if the resulting increase or decrease is more than two percent (2%) of the Contract price.
- (b) No price adjustment shall be payable on the portion of the contract price paid to the Contractor as an advance payment.
- (c) No price adjustment will be allowed beyond the original delivery date unless covered by an extension of time awarded by the Employer under the terms of the Contract. No price increase will be allowed for periods of delay for which the Contractor is responsible. The Employer will, however, be entitled to any price decrease on account of adjustment occurring during such periods of delay.
- (d) In case of additional order/change order/extra order the base date for calculation of price adjustment shall be the date of order while the date of adjustment shall be the midpoint of “ninety (90) days prior to the scheduled date of shipment/ dispatch” for labour & as well as material.
- (e.1) The total price adjustment (plus or minus) shall be subject to a ceiling amount of 20% of “PRICE SCHEDULE 1- Supply of Plant and Equipment including Specified Spare Parts and Tools & Instruments” and “PRICE SCHEDULE 2- Local Transportation including Port Clearances & Port Charges and Inland Insurance” during Contractual completion period and any time extension thereon.
- (e.2) The total price adjustment shall be subject to no ceiling for “PRICE SCHEDULE 3- Installation and Other Services” during Contractual completion period and any time extension thereon.
- (e) Price adjustment ceiling mentioned above is without taxes & duties. Further applicable taxes & duties on Price Variation shall also be reimbursed.
- (f) No variation on account of Foreign Currency Exchange Rate shall be given to Contractor during entire period of the Contract.
- (g) In case, Government of India stops publishing any of the price indices at any time and announces a new series with a linking factor for conversion of index of new series to the old series, regulation of price variation will be done using the indices of new series along with linking factor from the period the indices of old series become unavailable. However, if the new series released by the relevant source does not have the linking factor, the new series shall be used without use of Linking Factor and current as well as base indices of new series shall be used from the date, indices of old series become unavailable.

Annexure-I to Appendix-2

The Classification of Mechanical & Electrical Equipment

S.N.	Items
MECHANICAL ITEMS	
1	Turbine & Accessories
2	Digital Governing System & Accessories
3	Main Inlet Valve & Accessories
4	DG Sets
5	Electric Overhead Traveling (EOT) Cranes
6	Cooling Water System
7	Drainage, Dewatering and Flood Protection Systems
8	Heating, Ventilation & Air Conditioning System
9	Grounding System
10	Compressed Air System
11	Fire Fighting System
12	Oil Filtration System
13	Elevator
14	Mechanical Workshop
ELECTRICAL ITEMS	
1	Generator
2	Excitation System & Digital Voltage Regulator
3	17.5 kV Isolated Phase Bus Duct
4	Generator Step-up Transformer
5	220 kV Pothead Yard
6	245 kV SF ₆ GIS
7	220 V & 48 V DC System
8	SCADA System
9	Protection System
10	Power & Control Cables, Cable Trays
11	Energy Metering
12	11 kV & 415 V Switchgear, Auxiliary and Station Transformer
13	PLCC & Communication System
14	Illumination System
15	XLPE Cables
16	Electrical Workshop
17	Security & Surveillance System

Note: The above list is for HEP equipment. Please include equipment for other projects

Appendix 3- Insurance Requirements

Insurances to be taken out by the Contractor

In accordance with the provisions of GCC Clause 33, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance (As per Institute Cargo Clause 'A')

Covering loss or damage occurring, while in transit from the supplier's or manufacturer's works or stores until arrival at the site, to the Facilities (including spare parts thereof) and to the construction equipment to be provided by the Contractor or its Subcontractors. **This policy shall cover 'ALL RISKS' including intermittent storage, if any.**

Amount	Deductible limits	Parties insured	From To
Contract Price (First Contract + Second Contract) excluding installation charges + 25% of sum (to cover Price variation and taxes & duties thereon etc.) of Contract Price excluding installation charges.	As per IRDA Regulations	As per GCC Clause 33	From 1 st shipment to last shipment.

(b) Erection All Risks Insurance

Covering physical loss or damage to the Facilities or part thereof, including their storage, at the site, occurring prior to completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the defect liability period while the Contractor is on the site for the purpose of performing its obligations during the defect liability period. The policy shall be extended to Work Stoppages and Intermittent testing. **The policy shall be extended to cover Work Stoppages clause and Intermittent Testing clause.**

Amount	Deductible limits	Parties insured	From To
Contract Price (First Contract + Second Contract) plus 25% of sum (to cover Price variation and taxes & duties thereon etc.) of Contract Price.	As per IRDA Regulations	As per GCC Clause 33	From commencement of work on Site to end of Defects Liability Period

(c) Third Party Liability Insurance

Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the facilities.

Amount	Deductible limits	Parties insured	From To
INR 100,000,000 per occurrence, unlimited no. of occurrence	As per IRDA Regulations	As per GCC Clause 33	From Commencement of Work on site to end of Defects Liability period

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the facilities. Comprehensive insurance policy 'B' in accordance with statutory requirements shall be taken.

(e) Workers' Compensation

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) Employer's Liability

In accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(g) Other Insurances

The Contractor is also required to take out and maintain at its own cost any other insurance mutually agreed during the performance of the Contract.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 33.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 33.1, except for the Cargo, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

Note:

- (i) For any losses below the deductible limit mentioned above, the Contractor shall make good of their own (without any extra cost) to the Employer.
- (ii) If the contractor so desires, he may cover the risks under 'Cargo Insurance', 'Third Party' & 'Erection All Risks Insurance' under one comprehensive policy.

Appendix 4- Time Schedule

(To be Enclosed by the Bidder in line with the Construction schedule appended in Information for Bidders)

SBD FOR E&M/HM WORKS

Appendix 5-List of Approved Subcontractors

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

The names of vendors mentioned in Attachment-5A under heading "List of Approved Vendors" are approved. Where more than one Vendor 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 Vendor. In accordance with GCC Sub-Clause 18.1, the Contractor may submit proposal for addition or deletion of vendors to the existing list for the listed equipment/item giving details of the name, nationality and documentary evidences in support of meeting the specific qualification criteria of such vendor in Attachment-5B. Quoted rates and prices will be deemed to apply to whichever Vendor is appointed, and no adjustment of rates and prices will be permitted.

Item of Facilities

Approved Subcontractors

Nationality

Appendix 6-Scope of Works and Supply by the Employer

The Employer shall provide sufficient, properly qualified operating and maintenance personnel and other assistance as delineated in GCC Clause 10, 19 and 22. Unless otherwise indicated, all personnel and assistance mentioned above will be provided free of charge to the Contractor.

SBD FOR E&M/HM WORKS

Appendix 7-List of Documents for Approval or Review

Pursuant to GCC Sub-Clause 19.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Engineer of-Contract in accordance with the requirements of GCC Sub-Clause 17.2 for approval of Engineer of-Contract, the following documents for

A. Approval

1. Drawings / documents in respect of various equipment as per
2. QAP of Equipment / Materials as per Technical Specification.
3. Drawings of Equipment / Materials as per Technical Specification.
4. Design calculations of various equipment/ systems as per Technical Specification.
5. Detailed Data Sheet of Equipment/ Materials as per Technical Specification.
6. Test Certificates of Equipment / Materials as per Technical Specification.
7. The Credentials for selection of Sub – Contractors by Employer.
8. Any other document mutually agreed between Employer and Contractor within the Scope of Work.

B. Review / Information

1. Drawings/ documents in respect of various equipment as per
2. Any other documents desired by the Employer /Engineer of-Contract within the Scope of Work.

Appendix 8- Functional Guarantees

1. General

This Appendix sets out

- (a) the functional guarantees referred to in GCC Clause 27 (Functional Guarantees)
- (b) the preconditions to the validity of the functional guarantees, either in production and/or consumption, set forth below
- (c) the minimum level of the functional guarantees
- (d) the formula for calculation of liquidated damages for failure to attain the functional guarantees.

2. Preconditions

The Contractor gives the functional guarantees (specified herein) for the facilities, subject to the following preconditions being fully satisfied:

[List any conditions for the carrying out of the Guarantee Test referred to in GCC Sub-Clause 24.2.]

3. Functional Guarantees

Subject to compliance with the foregoing preconditions, the Contractor guarantees as follows:

3.1 Production Capacity

- (a) The Contractor shall guarantee the minimum acceptable Output and Efficiency of figures as specified in Technical Specifications.
- (b) The Contractor shall guarantee the minimum acceptable Output and Efficiency of figures as specified in Technical Specifications.
- (c) The Contractor shall guarantee the minimum acceptable Output and Efficiency of figures as specified in Technical Specifications.

(Specify all the relevant acceptable Output and Efficiency figures for critical components e.g. turbine, generator, generator-transformer etc)

4. Failure in Guarantees and Liquidated Damages

4.1 Failure to Attain Guaranteed Production Capacity

If the production capacity of the facilities attained in the guarantee test, pursuant to GCC Sub-Clause 24.2, is less than the guaranteed figure specified in para 3.1 above, but the actual production capacity attained in the guarantee test is not less than the minimum level specified in para 4.2 below, and the Contractor elects to pay liquidated damages to the Employer in lieu of making changes, modifications and/or additions to the facilities, pursuant to GCC Sub-Clause 27.3, then the Contractor shall pay liquidated damages at the rates specified in Technical Specifications for *(mention the critical component)*

4.2 Minimum Levels

Notwithstanding the provisions of this paragraph, if as a result of the guarantee test(s), the following minimum levels of performance guarantees are not attained by the Contractor,

the Contractor shall at its own cost make good any deficiencies until the facilities reach any of such minimum performance levels, pursuant to GCC Sub-Clause 27.2:

- (a) Production capacity of the facilities attained in the guarantee test: percent
(.....%) of the guaranteed production capacity

4.3 Limitation of Liability

Subject to para. 4.2 above, the Contractor's aggregate liability to pay liquidated damages for failure to attain the functional guarantees shall not exceed twenty five percent (25%) of the Contract price.

SBD FOR E&M/HM WORKS

Appendix 9- Change Order Procedures

CHANGE ORDER PROCEDURES

Date: _____
NCB No: _____

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1. General
2. Change Order Log
3. References for Changes

ANNEXES

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| Annex 1 | Request for Change Proposal |
| Annex 2 | Estimate for Change Proposal |
| Annex 3 | Acceptance of Estimate |
| Annex 4 | Change Proposal |
| Annex 5 | Change Order |
| Annex 6 | Pending Agreement Change Order |
| Annex 7 | Application for Change Proposal |

Change Order Procedure

1. General

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GCC Clause 38 (Change in the Facilities) of the General Conditions of Contract.

2. Change Order Log

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

3. References for Changes

- (1) Request for Change as referred to in GCC Clause 38 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GCC Clause 38 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GCC Clause 38 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GCC Clause 38 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GCC Clause 38 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the site representatives of the Employer shall have the following respective references:

Home Office	CR-H-nnn
Site	CR-S-nnn

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.



Annex 1. Request for Change Proposal

(Employer's Letterhead)

To: *[Contractor's Name and Address]*

Date: _____

Attention: *[Name and Title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within *[number]* days of the date of this letter. *[or on or before (date)]*

1. Title of Change: *[Title]*
2. Change Request No./Rev.: *[Number]*
3. Originator of Change: Employer: *[Name]*
 Contractor (by Application for Change Proposal No. *[Number]**):
4. Brief Description of Change: *[description]*
5. Facilities and/or Item No. of equipment related to the requested Change: *[description]*
6. Reference drawings and/or technical documents for the request of Change:

Drawing No. /Document No.	Description
7. Detailed conditions or special requirements on the requested Change: *[description]*
8. General Terms and Conditions:
 - (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
 - (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.
 - (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
 - (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
 - (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

* Refer to Annex 7.

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

SBD FOR E&M/HM WORKS



Annex 2. Estimate for Change Proposal (Contractor's Letterhead)

Date: -----

To,
(Address of Engineer Of-Contract)

Attention: [Name and Title]

Contract Name: [Contract name]

Contract Number: [Contract number]

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GCC Sub-Clause 38.2.1 of the General Conditions of Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GCC Sub-Clause 38.2.2, is required before estimating the cost for change work.

1. Title of Change: [Title]
2. Change Request No./Rev.: [Number]
3. Brief Description of Change: [description]
4. Scheduled Impact of Change: [description]
5. Cost for Preparation of Change Proposal: [Cost]*

(a)	Engineering			(Amount)
(i)	Engineer	_____ hrs x _____	rate/hr =	_____
(ii)	Draftsperson	_____ hrs x _____	rate/hr =	_____
	Sub-total	_____ hrs		_____
	Total Engineering Cost			_____
(b)	Other Cost			_____
	Total Cost (a) + (b)			_____

*Costs shall be in the currencies of the Contract.

(Contractor's Name)

(Signature)

Name of signatory)

(Title of signatory)

Annex 3. Acceptance of Estimate
(Employer's Letterhead)

To: *[Contractor's Name and Address]*

Date: _____

Attention: *[Name and Title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: *[Title]*
2. Change Request No. /Rev.: *[Request Number/Revision]*
3. Estimate for Change Proposal No. /Rev.: *[Proposal Number/Revision]*
4. Acceptance of Estimate No. /Rev.: *[Estimate Number/Revision]*
5. Brief Description of Change: *[Description]*
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GCC Clause 38 of the General Conditions of Contract.

(Employer's Name)

(Signature)

(Name and Title of signatory)



Annex 4. Change Proposal

(Contractor's Letterhead)

Date:.....

To,

(Address of Engineer Of-Contract)

Attention: *[Name and Title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. *[number]*, we hereby submit our proposal as follows:

1. Title of Change: *[name]*
2. Change Proposal No./Rev.: *[proposal number/revision]*
3. Originator of Change: Employer *[name]*
Contractor *[name]*
4. Brief Description of Change: *[description]*
5. Reasons for Change: *[reason]*
6. Facilities and/or Item No. of Equipment related to the requested Change: *[facilities]*
7. Reference drawings and/or technical documents for the requested Change:

Drawing/ Document No.	Description
-----------------------	-------------

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:*

(Amount)

- (a) Direct material
- (b) Major construction equipment
- (c) Direct field labor (Total _____ hrs)
- (d) Subcontracts
- (e) Indirect material and labor
- (f) Site supervision
- (g) Head office technical staff salaries

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

- (h) Extraordinary costs (computer, travel, etc.)
- (i) Fee for general administration, _____ % of Items
- (j) Taxes and customs duties

Total lump sum cost of Change Proposal
[sum of Items (1) to (10)]

Cost to prepare Estimate for Change Proposal
[amount payable if Change is not accepted]

- 9. Additional time for Completion required due to Change Proposal
 - 10. Effect on the Functional Guarantees
 - 11. Effect on the other terms and conditions of the Contract
 - 12. Validity of this Proposal: within [number] days after receipt of this Proposal by the Employer
 - 13. Other terms and conditions of this Change Proposal:
 - (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [number] days from your receipt of this Proposal.
 - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
 - (c) Contractor's cost for preparation of this Change Proposal:*
- (Note)** *This cost shall be reimbursed by the Employer in case of Employer's withdrawal or rejection of this Change Proposal without default of the Contractor in accordance with GCC Clause 38 of the General Conditions of Contract.*

* Costs shall be in the currencies of the Contract.

(Contractor's Name)

(Signature)

(Name of signatory)

(Title of signatory)

*Specify where necessary



Annex 5. Change Order (Employer's Letterhead)

To: *[Contractor's Name and Address]*

Date: _____

Attention: *[Name and Title]*Contract Name: *[Contract name]*Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. *[number]*), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GCC Clause 38 of the General Conditions of Contract.

1. Title of Change: *[name]*2. Change Request No. /Rev.: *[Request number/revision]*3. Change Order No. /Rev.: *[Order number/revision]*

4. Originator of Change: Employer: *[name]*
Contractor: *[name]*

5. Authorized Price:

Ref. No.: *[number]*Date: *[date]*Foreign currency portion *[amount]* plus Local currency portion *[amount]*

6. Adjustment of Time for Completion

None

Increase *[number]* daysDecrease *[number]* days

7. Other effects, if any

Authorized by: _____
(Employer)

Date: _____

Accepted by: _____
(Contractor)

Date: _____

Annex 6. Pending Agreement Change Order

(Employer's Letterhead)

To: *[Contractor's Name and Address]*

Date: _____

Attention: *[Name and Title]*

Contract Name: *[Contract name]*

Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GCC Clause 38 of the General Conditions of Contract.

1. Title of Change: *[name]*
2. Employer's Request for Change Proposal No./Rev.: *[number/revision]* dated: *[date]*
3. Contractor's Change Proposal No./Rev.: *[number/revision]* dated: *[date]*
4. Brief Description of Change: *[description]*
5. Facilities and/or Item No. of equipment related to the requested Change: *[facilities]*
6. Reference Drawings and/or technical documents for the requested Change:

Drawing/ Document No.	Description
-----------------------	-------------
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

(Employer's Name)

(Signature)

(Name of signatory)

(Title of signatory)

Annex 7. Application for Change Proposal

(Contractor's Letterhead)

Date:.....

To,

*(Address of Engineer Of-Contract)*Attention: *[Name and Title]*Contract Name: *[Contract name]*Contract Number: *[Contract number]*

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated as a Change in the Facilities.

1. Title of Change: *[name]*
2. Application for Change Proposal No. /Rev.: *[number/revision]* dated: *[date]*
3. Brief Description of Change: *[description]*
4. Reasons for Change:
5. Order of Magnitude Estimation (in the currencies of the Contract):
6. Scheduled Impact of Change:
7. Effect on Functional Guarantees, if any:
8. Appendix:

(Contractor's Name)_____
(Signature)_____
(Name of signatory)_____
(Title of signatory)

FORM-6**Form of Completion Certificate****Date:** _____**NCB No:** _____**[Name of Contract]****To: [Name and address of Contractor]**

Dear Ladies and/or Gentlemen,

Pursuant to GCC Clause 23 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated [date], relating to the [brief description of the facilities], we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below:

1. Description of the Facilities or part thereof: [description]
2. Date of Completion: [date]

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities including Guarantee Test(s) in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Engineer In-Charge)

**FORM-7****Form of Operational Acceptance Certificate**

Date: _____
NCB No: _____

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to GCC Sub-Clause 24.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the facilities]*, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof: *[description]*
2. Date of Operational Acceptance: *[date]*

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Engineer In-Charge)

FORM-8
Form of Taking Over Certificate

Date: _____
NCB No: _

[Name of Contract]

To: [Name and address of Contractor]

Dear Ladies and/or Gentlemen,

Pursuant to Clause 9 (Taking Over Certificate) of the Special Conditions of the Contract entered into between yourselves and the Employer dated *[date]*, relating to the *[brief description of the facilities]*, we hereby notify you that the Employer hereby takes over the following part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof: *[description]*
2. Date of Taking Over: *[date]*

This letter does not relieve you of your obligation during the Defects Liability Period.

Very truly yours,

Title
(Engineer In-Charge)



FORM -9

FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s *(Contractor's Name)*..... having our Principal place of business at having been awarded a Contract No..... dated..... for *(Contract Name)*..... by UJVN Ltd.

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" UJVN Ltd.** The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid Contract and for no other purpose whatsoever. We undertake not to create any charge, lien or encumbrance over the aforesaid materials etc, in favour of any other person/institution(s)/Banks.

For M/s.....
(Contractor's Name)

Dated:

(AUTHORISED SIGNATORY)

Place:

SEAL OF COMPANY

**FORM -10 (A)**

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER BY THE EMPLOYER FOR PERFORMANCE OF ITS CONTRACT
(Entire Equipment Consignment in one lot)**

(On Non-Judicial stamp paper of value Rs. 100/-)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of.....
20..... by..... (*Contractor's Name*) 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 UJVNL Ltd., Dehradun having its Registered Office at UJJWAL, G.M.S
Road, Maharani Bagh Dehradun-248 006, India, and its project at in the State of Uttarakhand
(India) (hereinafter called "The Employer" which expression shall include its successors and assigns) :

WHEREAS the Employer has awarded to the Contractor a Contract for vide its
Notification of Award/Contract No..... dated and its Amendment No.
..... and Amendment No....., (*applicable when amendments
have been issued*) (hereinafter called the Contract") in terms of which 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 the Employer for the Equipment handed over to it by 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 (*Currency
and amount in Figures*)..... (*Currency and amount in words*)
..... handed over to the Contractor for the purpose of
performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the
Employer indemnified, for the full value of the Equipment. The Contractor hereby
acknowledges actual receipt of the Equipment etc. as per dispatch title documents handed
over to the Contractor as detailed in the Schedule appended hereto. The Contractor shall hold
such Equipment etc. in trust as a "Trustee" for and on behalf 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 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 the Employer. The Contractor undertakes to keep 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 the Employer is and shall remain the exclusive owner 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 Engineer in charge or other employees/agents
authorised by him in this regard. Further, 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, mis-utilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of 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 mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of the Employer as to assessment of loss or damage to the 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 the Employer without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Employer against the Contractor under the Contract and under this Indemnity 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 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

Particulars of Equipment handed over	Quantity	Particulars of Dispatch title Documents	Value of the Equipment	Signature of the Attorney in token of Receipt
		RR /GR / Bill Carrier of lading No & Date		

For and on behalf of

 (Contractor's Name)

WITNESS

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

 Address.....

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

 Address.....

Signature.....
 Name.....

 Designation of.....
 Authorised representative *

(Common Seal)
 (In case of Company)

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

**FORM-10 (B)**

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER IN INSTALMENTS BY THE EMPLOYER FOR PERFORMANCE OF ITS
CONTRACT**

(On Non-Judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of.....
20..... by..... (*Contractor's Name*) 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 UJVNL Ltd., Dehradun having its Registered Office at UJJWAL, G.M.S
Road, Maharani Bagh Dehradun-248 006, India and its project at in the State of
Uttarakhand (India), (hereinafter called "The Employer") which expression shall include its successors
and assigns):

WHEREAS the Employer has awarded to the Contractor a Contract for vide its
Notification of Award/Contract No.....dated..... and its Amendment
No. and Amendment No....., (*applicable when
amendments have been issued*) (hereinafter called the Contract") in terms of which 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 in the Employer for the Equipment handed over to it
by 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 Equipment as mentioned in the Contract, valued at (*Currency
and amount in figures*)..... (*Currency and amount in words*)
..... to be handed over to the Contractor in
installments from time to time for the purpose of performance of the Contract, the Contractor
hereby undertakes to indemnify and shall keep the Employer indemnified, for the full value of the
Equipment. The Contractor hereby acknowledges actual receipt of the initial installment of the
Equipment etc. as per details in the Schedule appended hereto. Further, the Contractor agrees
to acknowledge actual receipt of the subsequent installments of the Equipment etc. as required
by 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. The Contractor shall hold such
Equipment etc. in trust as a "Trustee" for and on behalf 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 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 the Employer. The Contractor undertakes to keep 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 the Employer is and shall remain the exclusive owner 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 Engineer in charge or other employees/agents authorised by him in this regard. Further, 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 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 mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of the Employer as to assessment of loss or damage to the 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 the Employer without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Employer against the Contractor under the Contract and under this Indemnity 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 the Employer, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE No.1

Particulars of Equipment handed over	Quantity	Particulars of Dispatch title Documents	Value of the Equipment	Signature of the Attorney in token of receipt
		RR/GR/ Bill Carrier of lading No & Date		

(Please number subsequent schedules)

For and on behalf of

 (Contractor's Name)
WITNESS

1.
 - i. Signature.....
 - ii. Name.....
 - iii. Address.....
2.
 - i. Signature.....
 - ii. Name.....
 - iii. Address.....

 Signature.....
 Name.....

 Designation of.....
 Authorised representative *

 (Common Seal)
 (In case of Company)

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

**FORM -10 (C)**

**FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT
HANDED OVER IN INSTALMENTS BY THE EMPLOYER FOR PERFORMANCE OF ITS
CONTRACT
(Through Sub-Contractor)**

**(On Non-Judicial stamp paper of appropriate value)
INDEMNITY BOND**

THIS INDEMNITY BOND is made this day of.....20..... by..... (*Contractor's Name*) 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 UJVNL Ltd., Dehradun having its Registered Office at UJJWAL, G.M.S Road, Maharani Bagh Dehradun-248 006, India and its project at in the state of Uttarakhand (India) (hereinafter called "The Employer" which expression shall include its successors and assigns) :

WHEREAS the Employer has awarded to the Contractor a Contract for vide its Notification of Award/Contract No..... dated and its Amendment No. and Amendment No....., (*applicable when amendments have been issued*) (hereinafter called the Contract") in terms of which 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 the Employer for the Equipment handed over to it by 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 Equipment as mentioned in the Contract, valued at (*Currency and amount in Figures*)..... (*Currency and amount in words*) to be handed over to the Sub-Contractor in installment from time to time for modification for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the Employer indemnified, for the full value of the Equipment. The Contractor hereby acknowledges actual receipt of the initial installment of the Equipment handed over to the Sub-Contractor for modification as per details in the Schedules appended hereto. Further, the Contractor agrees to acknowledge actual receipt of the subsequent installments of the Equipment etc. are to be handed over to Sub-Contractor for modification, in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. The Contractor shall hold such Equipment etc. in trust as a "Trustee" for and on behalf 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 Sub-Contractor premises as well as at 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 the Employer. The Contractor to keep the Employer harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor also 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 part of the Contractor for all intents and purpose including legal/penal consequences.
4. That the Employer is and shall remain the exclusive owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be

open to employees/agents authorised by him in this regard. Further, the Employer Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or concerted to uses other than those specified in the Contract, by any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of the Employer to return the Equipment without any demur or reservation.

5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Project Manager of the Employer 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 the Employer on demand without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to the Employer against the Contractor under the Contract and under this Indemnity Bond in such situations.
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 the Employer, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

SCHEDULE No.1

Particulars of Equipment handed over	Quantity	Particulars of Dispatch title Documents	Value of the Equipment	Signature of the Attorney in token of Receipt
		RR/GR/ Bill Carrier of lading No & Date		

(Please number subsequent schedules)

For and on behalf of

.....
(Contractor's Name)

WITNESS

1.
 - i. Signature.....
 - ii. Name.....
 - iii. Address.....
2.
 - i. Signature.....
 - ii. Name.....
 - iii. Address.....

 Signature.....
 Name.....

 Designation of.....
 Authorised representative *

 (Common Seal)
 (In case of Company)

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

**FORM-10 (D)****FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR CUSTOM CLEARANCE AND RECONCILIATION OF IMPORTS****(On Non-Judicial stamp paper of appropriate value)****INDEMNITY BOND**

This INDEMNITY BOND is executed on this _____ day of _____ 20____, by (*Name of Contractor*), a Company incorporated under the laws of (*Name of country*) and having its Principal place of business at (*Address of the Contractor*) (hereinafter called as "Contractor", which expression shall include its successors and permitted assigns) in favour of UJVNL Ltd., Dehradun having its Registered Office at UJJWAL, G.M.S Road, Maharani Bagh Dehradun-248 006, India (hereinafter called the "the Employer" which expression shall include its successor and assigns).

WHEREAS the Employer has entered into the following Contract with the Contractor for execution of [insert contract title] (hereinafter called the "Contract"):

[Details of *Contract No. and its Amendment No. (applicable when amendments have been issued) & Names to be incorporated*]

AND WHEREAS by virtue of Clause No. 20.4 of General Conditions of Contract of Contract Agreements, the Contractor has to perform all works necessary for clearance of all equipment from port authorities at Indian Port of disembarkation including port handling charges for Electro-mechanical equipment being imported by the Employer under Contract No: _____

AND WHEREAS the Employer as an importer is required to register above Contract, in its name, for availing exemption from payment of customs duty under Section 98.01 of the Customs Tariff Act 1975 and by virtue of it being the importer, is responsible to customs authority for payment of customs duty, levies, damages etc.

NOW, THEREFORE, this Indemnity Bond witnesseth as follows:-

1. That in consideration of above, the Contractor undertakes to indemnify and keep the Employer indemnified against all omissions & commissions committed by the Contractor and losses, costs, expenses or damages suffered or incurred by the Employer by reason of Contractor's failure or default to pay port charges, levies, damages, penalties etc. to customs authority for the equipment imported by the Employer under the First Contract. The Contractor shall further absolve the Employer of all liabilities and responsibilities in connection with processing the case for availing exemption of customs duty under Section 98.01 of the Customs Tariff Act 1975 (51 of 1975) and final reconciliation of all the imports with Customs Authorities within 3 months from the date of shipment of last consignment under this Contract.
2. The Contractor also covenants that it shall at all times, on demand and without demur indemnify and also keep harmless the Employer against all losses, damages, claims and demands whatsoever which may be suffered by or brought or made against the Employer as a consequence of Contractor's failure to abide by or violating the terms and stipulations relating to the Contract Agreement or any provisions of Custom Tariff Act 1975 whatsoever.
3. That this Indemnity Bond is irrevocable. 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 the Employer then the above Bond shall be void, but otherwise it shall remain in full force and virtue. This Bond shall be returned to the Contractor after the customs authority discharges the Employer of the obligation under the Continuity Bond furnished by the Employer to the Customs Authority.

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 (*Name of Contractor*)

Authorised Representatives:

Common Seal

Signature:

Name:

Designation:

Witness:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

* Indemnity Bond are to be executed by the authorised person having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds. In case the Power of Attorney is specifically for this Contract then the original Power of Attorney should be attached to the Indemnity Bond or if it is a general Power of Attorney, a Photostat copy should be attached to the Indemnity Bond.

**FORM -11****FORM OF AUTHORISATION LETTER**

UJVN Ltd.
(Name of Project)

REF. NO. : _____

DATE : _____

To,

M/s *(Contractor's Name)*.....

Ref: Contract No..... Dated.....

for awarded by UJVN Ltd.

Dear Sirs,

Kindly refer to Contract No..... Dated for..... *(Contract Name*, You are hereby authorised on behalf of UJVN Ltd. having its registered office at UJJWAL, G.M.S Road, Maharani Bagh Dehradun-248 006, India, and its Project at in the State of Uttarakhand (India) to take physical delivery of materials/equipment covered under dispatch Document/ Consignment Note No..... * dated and as detailed in the enclosed Schedule for the sole purpose of successful performance of the aforesaid contract and for no other purposes, whatsoever.

(Signature of Project Authority)

(Designation:

Date.....

ENCL: as above

----- * Mention
 LR/RR No.

**SCHEDULE OF MATERIAL/EQUIPMENT COVERED UNDER
DISPATCH TITLE DOCUMENT (RR NO./ LR NO.)**

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

(SIGNATURE OF THE PROJECT AUTHORITY)

(DESIGNATION).....

(DATE).....



FORM -12
UNDERTAKING FROM PARENT/ HOLDING COMPANY
 (On the letter head of Parent/Holding Company)

No:

Date:.....

Name & address of the Employer

Subject: -----

Dear Sirs,

We, M/s..... (Name of the Parent/Holding Company) having registered office at(Address of the Parent/Holding Company) do hereby undertake that in case work(Name of work) is awarded to M/s (Name of the Bidder) who is participating in your subject Tender as a Sole Bidder/ constituent of JV, which is our subsidiary company, we on our strength / strength of (name of group company(ies)) under our control shall provide the full support for technical and financial requirements for the work "....." (the scope of work of subsidiary company) and we shall be responsible for the successful completion of the scope of works of M/s..... (Name of the Bidder subsidiary company). In case the Bidder, M/s(Name of Subsidiary company) gets qualified and awarded the work, We do hereby undertake; i) to enter into a separate agreement with the Employer as per the Employer's approved format included in the Bid documents. ii) to furnish an additional performance bank guarantee of value equivalent to five (5%) percent of the Contract Price, if the Bidder subsidiary Company is qualified on the strength of Parent/Holding Company or its group Company(ies) as per Qualification Criteria. We do hereby also confirm that we are not participating either as a sole Bidder or in another way against the above Invitation for Bids.

Yours faithfully,

For & on behalf of M/s.
 (Name & Address of the Parent/Holding Company)
 Station:
 Seal)

Date: (Office

Note: *This Letter of undertaking should be on the letterhead of the Parent/Holding Company and should be signed by a person competent and having the Power of Attorney to bind the Parent/Holding Company. Power of Attorney in favour of this person to do so together with the authority of its executant be enclosed with this Letter of Undertaking*



FORM -13A
PARENT/ HOLDING COMPANY AGREEMENT
(FOR SOLE BIDDER)

THIS AGREEMENT IS MADE on this the..... th day of between the UJVNL Limited, a company incorporated under the laws of India and having its Registered Office at UJJWAL, Maharani Bagh, GMS Road, Dehradun, Uttarakhand, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and assigns) of the one part; and(name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the works being awarded to M/s..... (name of Subsidiary Company) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 5% of the Contract Price, the Employer has entered into a Contract with M/s on(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) for the execution of (name of work package) for (name of Project) in the state of Uttarakhand, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to the Contractor and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of (name of Project) in the state of Uttarakhand in India.
- 3(a). The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by the Contractor under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to the Contractor for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.
- 3(b). In the event of breach and/ or failure on the part of the Contractor to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).
- 3(c). The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d). It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any

proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.

In the event, qualification of the Bidder/ Subsidiary Company is considered on the credentials of another Subsidiary/ Group Company under the same apex 'Parent Company' and due to any reason whatsoever, 'Parent Company' or any other group company wants to divest its investment in the direct or indirect subsidiary(ies) as a result of which any of these companies may not remain subsidiary(ies) of the 'Parent Company' then the 'Parent Company' undertakes to ensure the performance of the works by arranging the required inputs in case of failure of Applicant subsidiary Company.

- 3(e). However, where the Contractor disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of of General Conditions for the Contract / Particular Conditions of Contract , the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency/ bankruptcy / winding up/dissolution of the Contractor.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/ Holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/ Particular / Special Conditions of Contract. The venue of arbitration shall be Dehradun, India and the arbitration shall be conducted in accordance with the



provisions of Arbitration and Conciliation Act 1996. The courts of Dehradun shall have exclusive jurisdiction provided however that any award made in such arbitration shall be enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH AND YEAR FIRST ABOVE WRITTEN AT **DEHRADUN**.

For and on behalf of the Employer

For and on behalf of the Parent/ Holding Company

(through authorized representative)

(through duly authorized representative)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.



FORM-13B

PARENT/ HOLDING COMPANY AGREEMENT

(In case of Joint Venture)

THIS AGREEMENT IS MADE on this the..... th day of between the UJVNL Limited, a company incorporated under the laws of India and having its Registered Office at UJJWAL, Maharani Bagh, GMS Road, Dehradun, Uttarakhand, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) of the one part; and(name of Parent/Holding Company) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Parent/Holding Company" of the Joint Venture Partner M/s which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and permitted assigns) of the other part;

WHEREAS on the Parent/Holding Company's commitment to provide full support for technical and financial requirements and be responsible and liable for successful completion of the scope of works of M/s(name of Subsidiary Company) being awarded to Joint Venture of M/s..... (name of Joint Venture) and further agreeing to enter into a separate agreement with the Employer besides furnishing an additional Performance Bank Guarantee of value equivalent to 5% of the Contract Price to the portion of work of M/s of Joint Venture, the Employer has entered into a Contract with the Joint Venture comprising M/s and M/s on(hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include their successors, administrators, executors and permitted assigns) for the execution of (name of work package) for Project in the (*name of district*) of Uttarakhand, India (hereinafter referred to as the "Contract").

And whereas, in consideration of the aforesaid commitment, the Parent/Holding Company hereby enters into this agreement with the Employer for providing full support for technical and financial requirements to its Subsidiary M/s and be responsible and liable for successful performance and completion of the works described in the said Contract on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of the (*Name of Project*) in, India.
- 3.(a) The Parent/Holding Company hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities by M/s (name of Subsidiary Company) under the Contract and remain responsible to irrevocably and unconditionally provide full technical and financial support to M/s(name of Subsidiary Company) for completion of the works covered under the Contract. The provisions of Contract shall mutatis-mutandis apply to the Parent/Holding Company.
- 3.(b) In the event of breach and/ or failure on the part of M/s (name of Subsidiary Company) to perform or fulfill any of its obligations and liabilities under the Contract, the Employer may at its discretion call upon the Parent/Holding Company and the Parent/Holding Company shall be obliged to execute and perform or cause to be executed and performed and to satisfy the obligations and liabilities of the Contractor under the Contract in accordance with

the terms and conditions thereof without prejudice to any other right or remedy, besides encashing the Bank guarantee(s).

- 3(c) The Parent/Holding Company shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.
- 3(d) It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Parent/Holding Company and the Parent/Holding Company shall be liable to fulfill its obligations and liabilities hereunder notwithstanding the Employer having undertaken any proceedings and/or obtaining any security from the Contractor for the performance of its obligations under the Contract. In order to give affect to this Agreement, the Employer may at its option be entitled to act as if the Parent/Holding Company was the Contractor for successful completion of the works.
- 3(e) However, where the Contractor disputes the occurrence of a breach under the Contract and if such dispute is referred to arbitration in terms of of General Conditions for the Contract, the Contractor is obliged to carry on the works under the Contract. In case, during the pendency of the dispute in arbitration, the Contractor does not carry on the work satisfactorily, the Employer by notice to the Parent/Holding Company shall be entitled to invoke this Agreement, as if a breach had occurred for the purpose of Clause 3(b) hereinabove.
4. It is agreed that the obligations undertaken by the Parent/Holding Company hereunder shall be performed by it notwithstanding any difference or dispute between the Employer and the Contractor pending before any court, tribunal, arbitration or any other authority or forum.
5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This guarantee is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Contractor.
7. The Employer shall have the full liberty from time to time to vary any of the terms and conditions of the Contract by mutual agreement between the Employer and the Contractor and to extend time for performance thereunder by the Contractor or any other party thereto in accordance with the terms of the Contract and / or to postpone for any time and from time to time any of the powers exercisable by the Employer against the Contractor and either to enforce or forebear from enforcing any of the terms and conditions of the Contract and/or the securities available to the Employer from the Contractor and the Parent/Holding Company shall not be released from its obligations and liabilities under this Agreement in any manner whatsoever by any exercise by the Employer of the liberty and / or the rights with reference to the matters as aforesaid or by reason of time being given to the Contractor or any other act of forbearance, waiver or omission on the part of Employer or any indulgence by the Employer to the Contractor or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Parent/ Holding Company from its obligations and liabilities hereunder.
8. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
9. This Agreement shall be interpreted and be governed under the Law of Uttarakhand and Laws of India.
10. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to



arbitration as per General/Particular/Special Conditions of Contract. The venue of arbitration shall be Dehradun, India and the arbitration shall be conducted in accordance with the provisions of Arbitration & Conciliation Act 1996 and amendments thereof. The courts of Dehradun shall have exclusive jurisdiction to deal with the matters or any dispute arising out of or in relation to this Contract.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH AND YEAR FIRST ABOVE WRITTEN AT **DEHRADUN**.

For and on behalf of the Employer

For and on behalf of the Parent/
Holding Company

(through authorized representative)

(through duly authorized
representative)

Witnesses:

- 1.
- 2.

Witnesses:

- 1.
- 2.



FORM-13C

TRIPARTITE AGREEMENT WITH CONTRACTOR & MANUFACTURE

THIS AGREEMENT IS MADE on this the..... th day of between the UJVNL Limited, a company incorporated under the laws of India and having its Registered Office at UJJWAL, Maharani Bagh, GMS Road, Dehradun, Uttarakhand, India (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the subject or context or meaning thereof include its successors, administrators, executors and permitted assigns) of the one part; and(name of Bidder / Contractor) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Contractor" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and permitted assigns) and(name of Manufacturer) a company organized and existing under the laws of..... and having its Principal Office at (Hereinafter referred to as the "Manufacturer" which expression shall unless repugnant to the subject or context or meaning thereof include its respective successors, administrators, executors and permitted assigns).

WHEREAS on the Manufacturer's commitment, subject to its obligation under Manufacturer's Authorization to provide full support for technical requirements and be responsible and liable for successful completion of its scope of work as per Manufacturer's Authorization being awarded to Contractor and further agreeing to enter into a separate tripartite agreement with the Contractor and Employer besides furnishing an additional Performance Bank Guarantee (to be provided by Manufacturer / Contractor) of value equivalent to 5% of the Contract Price to the portion for which Manufacturer's Authorization has been given, the Employer has entered into a Contract with the Contractor for the execution of (name of work package) for Project in the (*name of district*) of Uttarakhand, India (hereinafter referred to as the "Contract"). And whereas, in consideration of the aforesaid commitment, the Manufacturer hereby enters into this tripartite agreement with the Employer and Contractor for providing full support for technical requirements to Contractor and be responsible and liable for successful performance and completion of the works as per Manufacturer's Authorization on the following terms and conditions:

NOW THEREFORE THE PARTIES HERETO HEREBY AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement except where the context otherwise requires, the following expressions shall have the meaning hereinafter respectively assigned to them:
2. "Contract" shall mean the Contract dated entered into between the Employer and the Contractor for the execution of the Work described therein of the (*Name of Project*) in, India.
3. "Manufacturer's Authorization" shall mean the duly signed Attachment- 10 by the Manufacture
- 4.(a) The Manufacturer hereby agrees to the Employer to ensure due and faithful performance of the obligations and liabilities as per Manufacture's Authorization under the Contract and remain responsible to irrevocably and unconditionally provide full technical support to the Contractor for completion of its scope of work as per Manufacture's Authorization.
- 4.(b) In the event of breach and/ or failure on the part of Manufacture to perform or fulfill any of its obligations and liabilities as per Manufacturer's Authorization, for the reason attributable to the Manufacturer, the Employer may at its discretion shall encash the Bank guarantee submitted by the Manufacturer / Contractor and will backlist the Manufacturer.
- 4(c) The Contractor shall indemnify and keep indemnified and harmless the Employer at all times against any loss, damage, cost charge and expense whatsoever that may be suffered or incurred by or caused to the Employer on account of such breach.

5. This Agreement shall come into force and effect upon the Commencement Date of the Contract and shall remain in force and effective till the date of expiry of the Defects Liability Period by the Employer pursuant to the Conditions for the Contract.
6. This bank guarantee (referred in paragraph 2 of this agreement) is in addition to and without prejudice to the securities offered by and on behalf of Contractor to the Employer and all rights and remedies in respect thereof be reserved. This guarantee shall be a continuing guarantee and be in force notwithstanding discharge of Contractor by operation of any law or insolvency /bankruptcy /winding up/dissolution of the Contractor.
7. Nothing contained in this Agreement shall be construed or interpreted in any way as modifying or amending or relieving in any manner whatsoever the Contractor from their obligations under the Contract.
8. This Agreement shall be interpreted and be governed under the Law of Uttarakhand and Laws of India.
9. Any dispute or difference which may arise between the parties out of or in connection with this Agreement and which the Parties are unable to settle amicably shall be settled by reference to arbitration as per General/Particular/Special Conditions of Contract. The seat and venue of arbitration shall be Dehradun, India and the arbitration shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 and amendments thereof. The courts of Dehradun shall have exclusive jurisdiction to deal with the matters or any dispute arising out of or in relation to this Contract after the arbitral award.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR HANDS HEREUNTO ON THE..... DAY MONTH AND YEAR FIRST ABOVE WRITTEN AT *DEHRADUN*.

For and on behalf of the Employer	For and on behalf of the Manufacturer	For and on behalf of the Contractor
(through authorized representative)	(through duly authorized representative)	(through duly authorized representative)
Witnesses:	Witnesses:	Witnesses:
1.	1.	1.
2.	2.	2.

SECTION XII – MODEL QUALITY ASSURANCE PLAN (MQAP)

SBD FOR E&M/HM WORKS

SECTION XIII - TENDER DRAWINGS & EXHIBITS

SBD FOR E&M/HM WORKS