July- 2026 (Rev.22)

STANDARD BIDDING DOCUMENTS

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

Subsidiary of

बिहार स्टेट पॉवर होल्डिंग कं.लि.
BIHAR STATE POWER HOLDING COMPANY LTD.

Vidyut Bhawan, Bailey Road, Patna - 800 001

STANDARD BIDDING DOCUMENTS

Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro on turnkey basis under state plan

Turn Key Contracts for Design & Engineering for Supply, Erection, Testing and Commissioning of Plant and Equipments including Civil Works

Applicable to BSPTCL

[Transmission Circle, Gaya]

NIT NUMBER-40/PR/BSPTCL/2026

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SECTION - I

INVITATION FOR BIDS [IFB]

SECTION-I: INVITATION FOR BIDS (IFB)

Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro on turnkey basis under state plan

For

Transmission Circle, Gaya

[DOMESTIC COMPETITIVE BIDDING]

[TWO-PART BIDDING]

DATE OF ISSUANCE OF NIT: 16.09.2026

NIT NUMBER 40/PR/BSPTCL/2026

FUNDING: State Plan [80:20]

1. This invitation for Bids follows the procurement notice Invitation for Bids for the subject package(s) which appeared in International/ National and Regional News papers on or after 16.09.2026 and also available on websites BSPTCL and www.eproc2.bihar.gov.in website effective from 01.10.2026.

2. This Bid is called by Bihar State Power Transmission Company Limited (hereinafter referredtoas BSPTCL/ Owner/ Employer, the works shall be executed as EPC Contract and payments made to contractors out of[State Plan]

3. In pursuance with the above, Designated Officer of The Employer [BSPTCL] hereby, invites online tenders following e-procurement system (Bids)from eligible bidders for the following packages, following the Domestic/International Competitive Bidding Process:

No.	Package	Estimated cost (Rs. in Cr.)
1	Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro on turnkey basis under state plan	**22.95**

NOTE TO BIDDERS

[BiddermaypleasenotethattheEmployerhastakenadequatecaretoensurethattheestimated project cost reflects the true cost of work to be executed under the tender. Nonetheless it is reasonable to expect that during actual execution there might be upward or downward variations.In such a case Bidders shall execute the revised quantity and get paid forsameasper the item wise unit rate. However, this will be as per the quantity variation clause of the tender specificationonly.

4. The Package (s) cover(s) the following scope ofworks:
The scope of work covered under the subject shall include design, engineering, manufacture, testing, supply including transportation & insurance, delivery, unloading at site, storage, erection, testing and commissioning at site of the complete equipment/material/items, associated civil works, internal roads, drains, necessary buildings etc. and other electrical and mechanical auxiliary systems on turnkey basis for the successful execution of Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro as specified in the Technical Specification and at any other place of the Bidding Documents, complete in all respect.

TheabovescopeofworkisindicativeandthedetailedscopeofworkisgivenintheTechnical Specification, BoQ and at any other place of the Bidding Documents (allinclusive).

Bidders shall have to follow latest practices, standards (as amended time to time) and specifications.

Bidders may note that various reference drawings, Quality Assurance Plan (QAP) including Manufacturing Quality Plan (MQP) and Field Quality Plan (FQP) is uploaded onthe website

of BSPTCL, which shall be followed, as applicable during the execution of the contract without any extra cost implication to theBSPTCL.

(a)
(b)
(c)
(d)
(e)
(f)
(g) …. (n)

5. The completion period for the work under the Bid shall be **twelve** months as specified in ITB.
6. The complete Bidding Documents including tender drawings and technical specifications are available at websitewww.bsptcl.in and/or**www.eproc2.bihar.gov.in**for the benefit of prospective bidders. Prospective Bidders may obtain further information from the office of the designatedofficerof BSPTCL, between 10:00 hours and 17:00 hours on workingdays.
7. CompletesetofBidDocumentsalongwithtenderspecificationscanbedownloadedfromthe website www.eproc2.bihar.gov.in after making online payment through e-payment mode of INR 11800.00 to BSPTCL towards the Cost of Tender and INR 5900.00 towards the Bid ProcessingFee(tobepaiddirectlytoBELTRON)andirrevocableBankGuaranteeamounting to1 Cr[1%Percentageofcontractvalue] ofEstimatedValueoftheTenderbut limited to maximum of Rupees. 1 Crore for each Packages as applicable separately. **The draft and thebankguaranteeshallbeinfavourof"AccountsOfficer,BSPTCL,Patna"Payableat Patna. Original BG towards the Bid Security (EMD) from a Public Sector Bank or a Scheduled Commercial Bank must be submitted to Chief Engineer (Projects- II) of BSPTCL], 4th Floor, Vidyut Bhawan Patna without fail on or before 17:00 hours, one day prior to Online submission of Tender Documents failing which Bid shall be summarily rejected. In case Bidder has submitted EMD through Online mode, in that caseinformationinformofdocumentaryevidenceofthesamehastobefurnishedtoCE Project- II on or before 16:00 hrs prior to one day before scheduled date and Time for Online submission ofTender.**
The cost of Bid and bid processing fees are non refundable. Also, in case of re-tender/ Cancellation of tender the above fees are non refundable.

"Bid along with necessary online payments must be submitted through e-payment portal www.eproc2.bihar.gov.in before the date & time specified in the NIT.

8. The Company [BSPTCL] does not take any responsibility for the delay / Non submission of theTender/Nonreconciliationofonlinepaymentonorbeforescheduleddateandtimecaused due to non- availability of internet connection, network traffic/ holidays or any other reasonwhatso ever it maybe.

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

shall be summarily rejected.

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

   Registration with e-procurement i.e. BELTRON (www.eproc2.bihar.gov.in and e-Procurement Help Desk) is the sole responsibility of Bidders/ participants. BSPTCL shall not be made responsible for non participation due to non registration with the BELTRON.

10. A pre-bid meeting will be held at Bihar State Power Transmission Company Limited, 4thFloor, Vidyut Bhawan, Jawahar Lal Nehru Marg, Patna(Bihar)PIN800001ondated at 11.00 hours hrs to clarify the bidders various issues raised by prospective bidders. Any clarification/query of prospective participants/bidders shall be submitted in writtenformbefore/duringthescheduleddateandtimeofpre-bidmeeting.Thereply/response of the submitted request for clarifications/queries may be uploaded on the tender website, if required so.

11. This Bid shall follow Single Stage Two Envelope [or Single Stage One Envelope or Two Stage Two Envelope as the case may be] bidding process.

12. Bid documents i.e. Techno-commercial Bid and Price Bid shall be submitted in e-form atwww.eproc2.bihar.gov.inon or before **17:00** hours (IST) on 23.10.2026 Delayed or Late Bids shall be summarily rejected.

13. Techno Commercial Part shall be opened after**16:00** hours on 26.10.2026 in the presence of the bidders' representatives if they choose to attend in person. In case holiday is declared, the bids will be opened on next working day.

14. The Employer reserves the right to cancel/withdraw this invitation for bids without assigning any reason thereof at any stage and shall bear no liability whatsoever to prospective bidders/ bidders as a result of such cancellation/withdrawal. All correspondences with regard to the above shall be to the following address. Designated office of the Employer

    Chief Engineer (Projects I/II),
    Bihar State Power Transmission Company Limited,
    4thFloor, Vidyut Bhawan,
    Jawahar Lal Nehru Marg,
    Patna (Bihar) PIN800001
    Mob. No. +91 7763816743/7763817701
    Email: project.2@ bsptcl.bihar.gov.in / project.1@ bsptcl.bihar.gov.in

15. **e-Tendering Process Related Instructions - Submission of Proposals Through electronic modeonly.**
    i) The bidder shall submit his bid/tender on e-Procurement platform at**www.eproc2.bihar.gov.in**.

    ii) The bidder must have the Class II/III Digital Signature Certificate (DSC) with signing + Encryption, and User-id of the e-Procurement website before participating in the e-Tendering

process.ThebiddermayusetheirDSCiftheyalreadyhave.TheycanalsotakeDSCfromany of the authorized agencies. For user-id they have to get registeredthemselveson e-procurement website www.eproc2.bihar.gov.in and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in e-procurementplatform.

iii) Thebiddersshallsubmittheireligibilityandqualificationdetails,Technicalbid,Financialbid etc., in the online standard formats given in e-Procurement web site at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria / technical bids and other certificate /documents in the e-Procurement web site. The bidder shall digitally sign on the supporting statements,documents, certificates, uploaded by him, owning responsibility for their correctness / authenticity. The bidder shall attach all the required documents for the specific tender after uploading the same during the bid submission as per the tender notice and biddocument.

iv) All the required documents should be attached at the proper place as mentioned in the e-formsotherwisethetenderofthebidderwillberejected.

v) TenderProcessingFee(TPF)tobepaidthroughe-Paymentmode(i.eNEFT/RTGS,Credit/ Debit Card &Net Banking) only.

vi) Cost of BOQ / Form Fee to be paid through e-Payment mode (i.e. NEFT / RTGS, Credit / Debit Card &Net Banking) only.

vii) "Earnest Money Deposit (EMD) can be paid either through online mode or manual mode (BG,DDetc).IncaseofmanualmodeofpaymentofEMD,theoriginalhardcopyoftheEMDWhichm ay be a DD / BG or any other instrument that should be submitted in the tendering authority office within the next working day after tender closing date."

Note: "Bids along withnecessary online payments mustbesubmitted through e-Procurement portal www.eproc2.bihar.gov.in before the date and time specified in the NIT/RFP.Thedepartment/TenderingAuthoritydoesn'ttakeanyresponsibilityforthe delay/NonSubmissionofTender/NonReconciliationofonlinePaymentcauseddueto Non-availability of Internet Connection, Network Traffic / Holidays or any other reason."

viii) The tender opening will be done onlineonly.

ix) Anycorrigendumordateextensionnoticewillbegivenonthee-Procurementwebsiteonly.

x) For support related to e-tendering process, bidders may contact at following address "e-Procurement HELP DESK First Floor, M/22, Bank of India Building, Road No-25, Sri Krishna Nagar, Patna-800001 Ph. No: 1800 572 6571, Mob- 7542028164" or may visit the link "Vendor Info" atwww.eproc2.bihar.gov.in

SECTION- II

INSTRUCTIONS TO BIDDERS(ITB)

SECTION II: INSTRUCTION TO BIDDERS (ITB)

1. PREAMBLE:

1.1 This part, Instruction to Bidders (ITB), Section II of the Bidding Documents provides the information necessary for prospective bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission, opening and evaluation and on contract award.

It also provides information on bid submission and uploading the bid on Portal www.eproc2.bihar.gov.in,online bid opening, evaluation and award of contract. This Section (Section II) contains provisions that are to be used unchanged unless Section III, which consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II and that are specific to each procurement and EPC works. If there is a conflict between the provisions of Section – II & Section – III, the provisions of Section – III shall prevail.

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

2. GENERALINSTRUCTIONS

2.1 The Employer: This invitation to bids, open to all domestic Bidders, is called by Bihar State Power Transmission Company Limited, as an aid to Prospective Bidders to prepare and submit their Bids in accordance with these instructions.

2.2 Source of funds: This project is being funded from the funds provided by deposit scheme.

3. ELIGIBILITY OFBIDDER

3.1 This Invitation for Bids is open to firms/companies, Government Owned or Private registered and incorporated in India as per Company Act. Firms/ companies not registered and incorporated in India are not permitted to bid for Domestic Competitive Bidding, but they are eligible for ICBs.

Bidder who is blacklisted/ debarred by any State Govt. / Central Govt. / Govt. Undertaking in India or BSPHCL and Subsidiary companies will not be eligible for participating in the Bid. In case of false declaration, the earnest money deposited by the bidder will be forfeited and appropriate action as decided by the BSPTCL shall be taken.

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

3.2 Bidder(s) not to have Conflict of Interest: A Bidder shall not have a conflict of

interest. Any Bidder found to be having a conflict of interest shall be disqualified. The bidder shall beconsidered to have conflict of interest with one or more parties in this bidding process, if:

a. They have a controlling partner incommon,
b. They receive or have received any direct or indirect subsidy from any of them; or
c. They have the same legal representative for purpose of this bid;or
d. They have a relationship with each other, directly or throughcommon third parties, that puts them in position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the Employer regarding this bidding process;or
e. A bidder submits more than one bid in the bidding process, either individually [including bid submitted as agent /authorized representative on behalf ofoneor more manufacturer(s) or through Licensee - Licensor route, wherever permitted as per the provision of Qualification requirement for Bidders] or as partner in a joint venture, except for alternative offers permitted under Invitation to Bid. This results in disqualification of all suchbids.
f. However, this does not limit the participation of a Bidder as a sub-contractor in another Bid, or of a firm as a sub-contractor in more than one bid;or
g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specification of the services/works that are subject of the bid,or
h. The Bidder, directly or indirectly shall not be a dependent agency of theEmployer.

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

a. It is a qualified manufacturer or erector who supplies, erects and is capable of testing and commissioning work specified in the bid document and has adequate technical knowledge and practical experience for the same; howeverthisshall be subject to conditions mentioned under clause no. 2 of eligibilitycriteria.
b. It does not anticipate change in the ownership during project execution period(if such a change is anticipated, the scope and effect thereof shall bedefined);
c. It has adequate financial stability and status to meet the financial obligations related to scope of theproject;
d. It has adequate field services organization to provide the necessary field erection and managementservicesrequiredtosuccessfullyerect,testandcommissionequipmentsasper Specifications and Documents;and
e. It has established quality assurance systems and Organization designed to achieve high levels of equipment reliability, during manufacturing and field installation, commissioning and operationalphase.

3.4 The above stated requirements are a minimum and Employer reserves the right to request for any additional information and also reserves the right to reject the Proposal of any Bidder, if in the opinion of Employer, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

3.5 Eligible Plant, Equipment, and Services: For the purposes of these Bidding Documents, the words “facilities,” “plant and equipment,” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the General Conditions ofContract.

3.6 All plant and equipment to be supplied and installed and services carried out under the contract shall have their origin in our countryonly.

4. COST OFBIDDING

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

A. The BiddingDocument

5. THE BIDDINGDOCUMENTS:

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

VOLUME - I:CONDITIONS OF CONTRACT

SectionI: Invitation for Bid (Section -IFB)

Section II:Instructions to Bidders(ITB)

Section III:Bid Data sheets (BDS)

Section IV: General ConditionsofContract

SectionV: Special Conditions of Contract

SectionVI: Sample Forms andProcedures

1. Bid Form &PriceSchedule
2. BidForm
3. PriceSchedule
4. Bid SecurityForm
5. Form of Notification by the Employer to theBank
6. Applicable for forfeiture of BankGuarantee
7. Applicable for conditional claim pending extension of Bank Guarantee bythebidder.
8. Form of ‘Notification of Award ofContract’
9. Formof‘NotificationofAwardofContract’forSupplyofPlantandequipment

10. Form of ‘Notification of Award of Contract’ for Installation ofPlantandequipment
11. Form of Contract Agreement-Alternative A andB
12. Appendix-1: Terms and Procedures ofPayment:Grid Substation, Augmentation, R&M worksandTransmissionLine.

    Appendix -2: Price Adjustment (If applicable)
13. Appendix-3: InsuranceRequirements
14. Appendix-4: TimeSchedule
15. Appendix-5: List of ApprovedSubcontractors
16. Appendix-6:ScopeofWorksandSupplybytheEmployer
17. Appendix-7: List of Document for Approval orReview
18. Appendix-8 (a): Guarantees, Liquidated Damages forNon-Performance
19. Performance SecurityForm
20. Bank Guarantee Form for AdvancePayment
21. Form of Taking overCertificate
22. Form of Indemnity Bond to beexecuted by the Contractor for the Equipment handed over in one lot by Employer for performance of itscontract.
23. Form of Indemnity Bond to beexecuted by the Contractor for theEquipment handed over in installment by Employer for performance of itscontract.
24. Form of AuthorizationLetter
25. Form of Trust Receipt for Plant, Equipment and Materialsreceived
26. Form ofExtensionof Bank Guarantee
27. Form ofPowerof Attorney for Joint Venture
28. FormofUndertakingbytheJointVenturePartners
29. Format for Evidence of Access to or Availability ofCredit/ Facilities
30. Form of OperationalAcceptance
31. FormofSafetyPlantobesubmittedbytheContractorwithinsixtydaysofawardofcontract
32. Form of joint deed of undertaking by the Sub-contractor along with the bidder /contractor FormofCertificateofFinancialParametersforQR

VOLUME - II: TECHNICAL SPECIFICATIONS AND DRAWINGS

Section I:Civil Works & Soil Investigation,

Section II:Technical Specifications

Section III:Tender Drawings

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

Volume - III: Bid -Proposal Sheets

Section I: Bid Form

Section II:Guaranteed Technical Particulars (GTP)

Section III:Price Schedule

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

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

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

6. CLARIFICATIONS ON BID DOCUMENTS AND PRE -BIDMEETING

6.1 If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to Employer at his mailing address indicated in Bidding Documents on or before scheduled pre-bid meeting.

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

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

6.4 Bidders are invited to attend a pre-bid meeting. The purpose of the above meeting is to provide clarification to Bidders on Bid Documents, Bidding Conditions and Technical Specification. Bidders are requested, to submit questions/ clarification in writing, so as to reach the Employer not later a day prior to such meeting. Employer's responses, on questions raised will be transmitted without any delay to all the purchasers of the Bidding Documents. These will also be published on the website referred to in the document.

6.5 Bidders are encouraged to attend the pre-bid conference. Nonetheless, the non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

6.6 The Bidder is advised to visit and examine the site before pre-bid meeting where the facilities are to be installed and its surroundings and obtain information/data for the project specific for itself on its own responsibility and cost all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be at the Bidder's own expense.

6.7 The Bidder and any of its personnel or representatives will be granted permission by the Employer on written request of the Bidder to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel or representatives will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

7. AMENDMENT TO BIDDINGDOCUMENT

7.1 At any time prior to the deadline for bid submission, the Employer may, for anyreason, whether on its own or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by issuing amendment (s).

7.2 The amendment will be notified on the website www.eproc2.bihar.gov.in and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. The Employer will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

7.3 In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Employer may, at its discretion, extend the deadline for Bid Submission in such cases, the Employer shall notify on the website www.eproc2.bihar.gov.in of the extended deadline.

7.4 All notifications and clarifications also are uploaded by Employer on the website.

7.5 All amendments, clarifications, etc, shall be binding on the Bidders and will begiven due consideration by the Bidders while they submit their bids and invariablyenclose such documents as a part of the bid.

B. Preparation ofBids

8. LANGUAGE OF BID

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

9. DOCUMENTS COMPRISING THEBID

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

9.2 The Techno Commercial Bid and Price bid shall be uploaded by the bidder on web portal on www.eproc2.bihar.gov.in on or before due date and time for submission of bids. The price bid shall be opened on notified date and time in presence of participating bidders who have qualified technically and commercially. The price breakup shall be uploaded by bidders on-line on web portal on due date of submission of bids. Due intimation shall be given to technically and commercially cleared/qualified bidders about date and time of opening of on-line bids. The bids shall comprise of the following documents:

Techno Commercial Part:

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

9.3 Alternative bids shall not be accepted.

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

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

The Bid Security in favour of the Accounts Officer, BSPTCL, Patna, (Employer) must be

issued by (i) a Public Sector Bank or (ii) a Scheduled Commercial Bank; Demand Draft towards cost of tender and BG towards Bid security must be submitted to Chief Engineer [Projects- II of BSPTCL], 4th Floor, Vidyut Bhawan Patna without fail on or before 17:00 hours, to Online submission of Tender Documents failing which Bid shall be summarily rejected. In case Bidder has submitted EMD through Online mode, in that case informationinformofdocumentaryevidenceofthesame hastobefurnishedtoCE[Project-II / I ofBSPTCL]onorbefore17:00hrsonscheduleddateandTimeforOnline submission ofTender.

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

b. Attachment 2: Power of Attorney: A power of attorney, duly notarized, indicatingthat the person(s) signing the bid has (ve) the authority to sign thebid and thus that the bid is binding upon the Bidder during full period of its validity.

Scanned copy of documents shall be uploaded.

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

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

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall need to be established to the Employer's satisfaction that theBidderhas the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders inAnnexure
- A (BDS) and shall also include the complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately precedingthedateofsubmissionofbid. In case of joint ventures annual reports shall be submitted for all the members of theJV

Scanned copy of documents shall be uploaded.

[Note I: In the event the Bidder is not able to furnish the above information of its own (i.e., separate), being a subsidiary company and its accounts are being consolidated with its Group/ Holding/Parent company, the Bidder should submit the audited balance sheet, income statement, other information pertaining to it only (not of its Group/Holding/Parent company) duly certified by any one of the authority [(i) Statutory Auditor of the Bidder/(ii) Company Secretary of the Bidder a (iii)A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case maybe.

[Note II Similarly, if theBidderhappens tobe a Group/Holding/ Parent company, the Bidder should submit the above documents/information of its own (i.e., exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note I above certifying that these information/documents are based on audited accounts, as the case maybe.]

Unless otherwise mentioned in BDS, bids submitted by a joint venture of two firms as partners, if allowed as per stipulated in Qualification Requirements shall comply with thefollowing requirements:

i. Thebidshallincludealltheinformationrequiredasdescribedaboveforeachjointventure partner.
ii. The bid shall be signed so as to be legally binding on allpartners.
iii. One of the partners responsible for performing a key component of thecontract shall be designated as leader (here in after known as the Lead); this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories.
iv. Theleadershallbeauthorizedtoincurliabilitiesandreceiveinstructionsforandonbehalfof any and all partners of the joint venture, and the entire execution of the contract, including payment, shall be done exclusively with the leader, provided otherwise requested by the joint venture and agreed between the Employer and the leader in exceptionalcircumstances.
v. Allpartnersofthejointventureshallbejointlyandseverallyresponsibleandliableforthe execution of the contract as per terms and conditions ofcontract.
vi. Acopyoftheagreemententeredintobythejointventurepartnersshallbesubmittedwith the bid as per Prescribed format Section-VI (Sample Forms and Procedures), including interalia delineating roles, responsibilities and obligations of each partnersinthecontract,notwithstandingthejointandseveralresponsibilityandliability.
vii. The joint venture agreement should indicate precisely the responsibility of all members of JV in for every stage including and not limited to planning, design, manufacturing, supply, installation, commissioning andtraining.
viii. All members of JV shall actively participate in execution of the contract. The constitutionofJVshallnotbevaried/modifiedsubsequentlywithoutpriorwrittenapproval of the Employer;and
ix. In order for a joint venture to qualify, each of its partners or combinationofpartnersmust meet the minimum criteria listed in the Qualification Requirement for the Bidder in enclosed Annexure-A (BDS) for an individual Bidder for the component of the contract they are designated to perform. Failure tocomply with this requirement will result in rejection of the joint venturebid.
x. A firm can be a partner in only one joint venture; bids submitted by joint ventures or consortia including the same firm as partner willbe summarily rejected.
xi. InthecaseofaBidderwhoofferstosupplyand/orinstall plant andequipmentunder

the contract is not the OEM and other wise does not manufacture or otherwise produce and/or install the plants, and equipments, the Bidder shall (i) have the requisite financial and other capabilities necessary to perform the contract; (ii) have been duly authorized by the manufacturer or producer of the related plant and equipment or component as per performainattachment 8to supply and/or install that item to the Employer; and (iii) be responsible for ensuring that the manufacturer or producer complies with the requirements of ITB Sub-Clause 3.2 (conflict of interest) and meets the minimum criterialistedforanindividualBidderforthat item.

d. Attachment 4: Eligibility and Conformity of the Facilities- Documentary evidence established that the facilities offered by the Bidder are eligible and conformto the requirements of the Bidding Documents.

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

(i) A detailed description of the essential technical and performance characteristics of the facilities;

(**i**) A list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Fifteen (15) years following completion of facilities in accordance with provisions of contract;and

(**i**) A commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Biddersshallnotethatstandardsforworkmanship,materialsandequipmentdesignatedby the Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the TechnicalSpecifications.

(iv) All details regarding after sale service support offered.

(v) All details regarding proposed training for Employer'spersonnel.

(vi) Detailed answers to all the Questions in the Questionnaire, if prescribed in the Bidding Document.

(v**i**) Details establishing the responsiveness of the offer in accordance with Technical Specification,Volume-II.

e. Attachment 5: Subcontractors Proposed by the Bidder: The Bidder is notauthorized to sublet or subcontract full work. Where ever the bidder plans to subcontract/sublet part of the work without in any way diluting his responsibilities on the project, the same is possible only with prior written permission of the Employer. In such cases the bidder shall include in its bid details of all items of supply or services that it proposes to purchase or sublet, and shall give details of the name and registered office and the

Corporateoffice addresses of the proposed Subcontractor, along with the details of key individuals and their contact details including vendors, for each ofthoseitems. Bidders are free to list more than one Subcontractor against each item of the facilities. Their participation should be confirmed with a letter of intent between the parties, as needed, in Attachment 8. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, andno adjustment of the rates and prices will be permitted.

The Bidder shall be responsible to ensure that Subcontractors/sub vendors proposedcomplywiththerequirementsofITBClause2,andthatanyplant,equipmentor services to be provided by Subcontractor (s) comply with the requirements of ITB Clause 3 and Qualification Requirement for the Bidder, enclosed asAnnexure-A(BDS).

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

f. Attachment 6 :Manufacturer's Authorization Form Scanned copy of documents shall beuploaded.

g. Attachment 7 : Work Completion Schedule. Attach Bar Chart for Work CompletionSchedule Scanned copy of documents shall beuploaded

h. Attachment 8 :GuaranteeDeclaration-To be submitted with Techno-commercial bid as well as Price Bid.Scanned copy of documents shall be uploaded

i. Attachment 9: Information regarding ex-employees of Employer inBidder'sfirm.

j. Attachment 10: Price Adjustment Data. Not applicable for contracts with FIRMprice.

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

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

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

l. Attachment 12: Option for Initial Advance (either Interest Bearing Initial AdvanceorNo Initial Advance) and Information for E-payment, PF details and declaration regarding Micro/Small & Medium Enterprises

In this Attachment, the Bidder is required to clearly mention whether the Bidder would opt for Interest bearing initial advance in addition to providing the other information asabove.

m. Attachment 16: AdditionalInformation:

i. Certificate from their Banker(s) (as per prescribed formats indicatingvariousfundbased/non fund basedlimits sanctioned to the Bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening. Wherever necessarytheEmployer may make queries with the Bidders'Bankers.

ii. Detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of JV may result inrejectionof Bid. (An Affidavit to be submitted in thisregard)

iii. Any other information which the Bidder intends tofurnish.

n. Attachment14: Declaration for tax exemptions, reductions, allowances orbenefits

o. Attachment 15:Declaration

p. Attachment 16: Bank Guarantee verificationchecklist

10. BID FORM AND PRICESCHEDULES

10.1 The Bidder shall complete the Bid Form(s) and the appropriate Price Schedulesfurnishedin the Bidding Documents as indicated there in, shall be uploaded onwebportal ondue date and time of submission ofbids.

11. BIDPRICES

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

Items against which no price is filled/entered/quoted by the Bidder in the price schedule which is covered under the scope of work is deemed to be covered in the prices

Quotedforother items by the bidder and shall be supplied and executed by the bidder without any extra cost to BSPTCL. No claim as such shall be entertained by BSPTCL.

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

11.3 Bidders shall give a breakup of prices in the manner and detail called for in PriceSchedules. Where no Price Schedules are included in the BiddingDocuments, Bidders shall present their prices in the following manner:

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

Schedule1:	PlantandEquipment(includingmandatorySpares)tobesupplied(including Type Test Charges to be furnished in respective priceschedule)
Schedule2:	Transportation, Insurance and other incidental services applicable for supply of Plant &Equipment
Schedule3:	Installation Services forErection, TestingandCommissioningincluding Local Transportation,
Schedule4:	Taxes not included in Schedule 1 to 3
Schedule5:	Grand Summaries (Schedule Nos. 1 to4)

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

11.3.1 It shall be the responsibility of the bidders to pay all statutory taxes and levies to the relevant authorities as required during execution of this contract. The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder byEmployer.

11.3.2 Set/Lot/Lump sum shall be governed as per the requirementofthecorresponding item description read in conjunction with relevant provisions ofTechnical Specifications.

11.3.3 Thebidpricefor(i)theitemsforwhichquantitieshavebeenindicatedaslumpsumorlotor set and/or (ii) where the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ) /Billing breakup of lump sum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on accountpaymentpurposeonly.Incaseadditionalquantities,overandabovethequantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Technical Specification, the Biddershallexecuteadditional quantities of these items for which no additional payment shall be made over and above the lump sum bid price. In case quantities of these items

supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site for which no deduction from the lump sum bid price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ /billing breakup and/or estimated by the bidder, the lump sum bid price shall remain unchanged and no deduction shall be made from the lump sum price due to such reduction of quantities.

Itshallbetheresponsibilityofthetenderertopayallstatutorytaxesandleviesto the concerned authorities for such surplus material which would otherwise have been, lawfullypayable.ThetenderershallsubmitanindemnitybondtokeepBSPTCLharmless from any liability before release of such material to the tenderer byBSPTCL.

11.3.4 In the schedules, Bidder shall give the required details and a break -up of theirprice as follows:

a. Plant and equipment including mandatory spares, shall be quoted on an EXW (ex-factory, ex-works, ex-warehouse or off-the-self, as applicable) basis and Type Test Charges (including the Type Test to be conducted abroad in case of an Indian Bidder) shall also be quoted in Schedule1.

In respect of direct transaction between the Employer and the Contractor, price shall be inclusive of all cost including all taxes (viz., GST, custom, excise etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant &Equipment.

GST and other leviesfor equipment/items under directtransaction including cess as applicable for destination site/state shall not be included in the price but shall be indicated wherever applicable in respective column of Schedule 4.This is applicable for the direct transaction between the Employer and the Contractor.

Wheneverpriceisquoted exclusive of excise duty and/or VAT, then the due credit under the CENVAT (Central Value Added Tax)/VAT scheme as per the relevant Government policieswhereverapplicableshallbetakenintoaccountbytheBidderwhile quotingbidprice.

In respect of bought-out finished items, which shall be dispatched directly from the sub-vendor’s works to the Employer’s site (sale-in-transit), price shall beinclusiveof all cost as well astax(viz., GST, custom duties & levies, etc.) Paid or payable. While quoting theprice, inclusive of excise duty and/or VAT, the due credit under the CENVAT (Central Value Added Tax)/VAT scheme as per therelevantGovernmentpolicies wherever applicable shall be taken into account by theBidder.

However,taxasapplicablefordestinationsite/stateshallnotbeincludedinthepricebutshallbe indicated separately in respective column of Schedule4.

Requisite Tax Declaration forms for all the equipments/items to be supplied from within India shall be furnished by theEmployer.

b. Local transportation, insurance and other Services incidental to delivery of the Plant and Equipment including mandatory spares to be supplied shall bequotedseparately in Schedule 2.

c. Installation Charges shall be quoted separately (Schedule 3) and shall include ratesand prices for all labour, Contractor's equipment, temporary works, materials, and consumablesandallmattersandthingsofwhatsoevernature,provisionofoperationsandmaintenancemanuals,etc.whereveridentifiedinthe BiddingDocumentsasnecessaryforthe proper execution of all installationservices.

d. The bidder shall include the Tax/Cess on Works Contract, Turnover Tax or any other similar taxes under the GST Act for services to be performed, as applicable intheirquotedbid price and Employer would not bear any liability on this account. Employer on behalf of the Owner shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to thebidder.

e. The Bidder shall include GST and surcharge/cess etc. on it as applicable in their quoted bid price and Employer would not bear any liability whatsoever on this account. Employer (or the Employer on behalf of theOwner) shall, however, deduct such tax at source as per the rules and issue necessary Certificate to theContractor.

f. The Bidder shall include insurance charges in its bid prices as per insurancerequirement mentioned in Section - IV: General Conditions of Contract (GCC)and Appendix-3: Insurance Requirements to Form of Contract Agreement.Bidder shall further note that the Employer shall not be liable to make any payment/ reimbursement to theContractorwhatsoever for insurance of Contractor's Plant andMachinery.

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

g. Discount(s)/rebate(s) offered by the bidder shall be indicated as a percentage of price component(s). Bidder shall also indicate in his bid, the pricecomponent(s) on which the discount is to beapplied. To enable the bidders for effecting discount/reductions in the prices already filled up in Price Schedules by way of discounts, the work sheet titled 'Letter of Discount' is to be uploaded as included as part of price Schedules. However, all discounts to be offered in the online original/uploaded Price schedulesonly.

11.3.5 The prices shall be in accordance with the following: The prices shall be inaccordance with Appendix-2 of section-VI: Sample forms andprocedures

12. BIDCURRENCIES

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

13. BIDSECURITY

13.1 The Bidder shall furnish, as part ofits bid, a bid security in the amount and currency as stipulated in the Bid Documents.Thebid security must be submitted in the form provided in the Bidding Documents. As a general principle it shall be 1% of the estimated value of the tender limited to Rupees OneCrores.

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

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

The format of the bank guarantee shall be in accordance with the form of bid security includedintheBiddingDocuments.Bidsecurityshallremainvalidforaperiodof Thirty(30) days beyond the original bid validity period, and beyond any extension subsequently granted by theEmployer.

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

13.3 Any bid not accompanied by an acceptable bid security shall be rejected considered non-responsive and shall be summarily rejected. The bid security of a joint venture must beinthenameofallthepartnersinthejointventure submitting the bid.

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

13.5 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to this ITB are furnished to Employer's satisfaction. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement and on submission ofthe required performance security Guarantee (in Original and Hard copies).

13.6 The bid security will be forfeited:

a. If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;or
b. If,aspertherequirementofQualificationRequirementstheBidderisrequiredtosubmit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s), within ten days from the date of intimation of post - bid discussion;or

c. In the case of a successful Bidder, if the Bidder fails within the specified timelimit

a) To sign the Contract Agreement, in accordance withGCC
b) Tofurnishtherequiredperformancesecurity(ies),inaccordancewithITBandGCC.

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

14. PERIOD OF VALIDITY OFBID

14.1 Bids shall remain valid for the period of 180 days after the date of opening of Techno - Commercial Part i.e. Bid Envelope, prescribed by the Employer, pursuant to ITB Sub-Clause20.1. A bid valid for a shorter period shall be considered nonresponsive and rejected.

14.2 In case of requirement the Employer may ask Bidders for extension of the bid validity period. The request and responses thereto shall be made in writing or by e-mail. If a Bidder accepts to prolong the period of validity, the bid security shall also be suitably extended. ABidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required or permitted to modify its bid.

15. INTENTIONALLY NOTUSED

16. INTENTIONALLY NOTUSED

17. INTENTIONALLY NOTUSED

18. INTENTIONALLY NOTUSED

19. INTENTIONALLY NOTUSED

20. BID OPENING ANDEVALUATION

20.1 The bid documents received by the time of Bid acceptance shall be opened in the presence ofrepresentativeofbidderswhochoosetobepresent

20.2 Tenders which have been uploaded late or which are not accompanied by requisite cost of tender document and EMD (in original) shall not be opened.

20.3 On opening of techno commercial bid, On behalf of Employer, the Integrity Pact will be signed by its representative at the time of Bid Opening. One original of the Integrity Pact willberetainedbyEmployerandtheotheroriginalwillbereturned to therepresentative of the bidders present during bid opening. If the Bidder's representative is not present during the Bid Opening, the other original shall be sent to the bidder by post/courier.

20.4 The Employer shall prepare minutes of the bidopening.

20.5 Bids not opened at the time of bid opening shall not be considered further for evaluation, irrespective of thecircumstances.

20.6 After evaluating the technical bids received by the purchaser department bythecompetent committee or authority, if only one tender remains for evaluation of financial bid, then re-tender shall be invited for it immediately. The terms & conditions of the tender may be revisited, if required, in an attempt to ensure adequate participation in competitivebidding.

If after inviting re-tender also, only one bid remains for evaluation of financialbidaftertechnicalevaluation, thenthematterwillbedisposedoffbytheauthorityofonelevel above of the competentauthority.

21. CLARIFICATION DURING BIDEVALUATIONS

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

22. PRELIMINARY EXAMINATION OFBIDS

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

22.2 The Employer, at its sole discretion may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation.

22.3 Prior to the detailed evaluation, the Employer will determine whether each bid is of acceptable quality, is complete and is responsive to tender conditions. No deviation, conditionality or reservation is permitted and in case the same is there the bid shall be considerednon-responsive.Aresponsive bid is onethat conforms toallthe terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionality or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive positionofotherbidderswhoare presenting substantially responsive bids.

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

22.5 If a bid is found non-responsive during evaluation, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the non conformity.The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. Employer's determination of non-responsiveness of the Bid shall be final and the Bidder hereby repudiates all his claims what so ever in this regard

23. QUALIFICATION

23.1 The Employer will ascertain to its satisfaction whether Bidders with responsive bids are qualified, as per the Qualification Requirement specified in Annexure - A (BDS) to satisfactorily perform the contract. The Employer shall be the sole judge in this regard and theEmployer'sinterpretationoftheQualificationRequirement shall be final and binding.

23.2 The determination will take into account the Bidder's financial, technical Capabilities, production capabilities (if applicable), in particular the Bidder's contract work in hand, future commitments & current litigation and past performance including fatal accidents during execution of contracts that have been awarded bythe Employer on the Bidder. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information the Employer may deem necessary and appropriate.

23.3 This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Annexure -A (BDS). Subsequent to Bidder's involvement in three cumulative fatal accidents during any financial year, bids submitted by such bidder during next three months period reckoned from the date of the last accident, shall be considered non-responsive. However, if there is no bid from such bidder during the said three months period, any one bid submitted after three months will be considered non-responsive. The Employer shall be the sole judge in this regard.

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

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

24. EVALUATION OF TECHNO - COMMERCIAL PART (BIDENVELOP)

24.1 The Employer will carry out a detailed evaluation of the bids of the qualified bidders in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bidding Documents. Towards this end, the Employer will examine information supplied by the bidders, and other requirements in the Bidding Documents, taking into account the following factors:

a. Overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in thebid.

b. Achievement of specified performance criteria by thefacilities

c. Compliance with the time schedule called for in the correspondingAppendixto the Form of Contract Agreement and evidenced as needed in a milestone schedule providedinthebid;ContractExecution `Timeschedule(programofperformance)The plant and equipment covered by this bidding shall have the'Taking Over' by the Employer after successful Completion within the period specified in BDS. Bidders are required to base their prices on the time schedule given in Appendix 4 [Volume-I : Section-VI (Sample Forms and Procedures)] to the Form of Contract Agreement (Time Schedule) or, where no time schedule is given in Appendix 4, on the Completion date(s) given above. For evaluation purpose, no credit will be given toearliercompletionduringBid.Bidsofferingcompletionbeyondthespecifiedperiod areliableto berejected.HowevercontractorscompletingthecontractpriortocompletionperiodareentitledforBonus/Incentiveaspermittedunderconditionsof these Bid Documents.

d. Type, quantity and long-term availability of mandatory and recommended spare parts and maintenanceservices

e. Any other relevant technical factors that the Employer deems necessary orprudent to take intoconsideration.

f. Any deviations to the commercial and contractual provisions stipulated in theBidding Documents.

g. DetailsfurnishedbythebidderinresponsetotherequirementsspecifiedinVolume-IIof the BiddingDocuments.

h. Theacceptabilityofthevendorsandsubcontractorsproposed in Attachment 5tobe used by the Bidder will be evaluated. Should a vendor or subcontractor, for the itemsother than

those covered under Annexure-A (BDS), be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

i. Capitalization of losses and evaluation of bids: As and where applicable, the guaranteed values of losses shall be mentioned by the bidder while submitting technical bid. The guaranteed losses given by bidder shall be examined at the time of technical scrutiny of thepackage.

The guaranteed losses of different types of transformers have been fixed by CEA and have been adopted in BSPTCL; bidders have to offer losses accordingly.
The bids offering Transformer with higher than the specified value will be out rightly rejected. No incentive shall be given in case the offered losses are lower than the specified value.

However this shall also be inconformity with the provisions made under volume II (Technical specifications).

25. OPENING OF PRICESCHEDULES

25.1 Price Part of only those Bidders shall be opened on-line who are determined as havingsubmitted responsive bids and are found to be technically acceptable by the Employer during technical evaluation. Such Bidders shall be intimated about the date and time for opening of Price Bid through the portal for which a notice shall be uploaded on the website. Bidders, whose bids are not found to be technically qualified, shall be notified their price bid shall not be opened.

25.2 The Price Bid submitted online by the bidders shall be opened at the specified time and date in the presence of bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the intimation for opening of price bid.

25.3 The bidders' names, the Bid Prices or any discounts, and any such other detailsconsidered appropriate by the Employer, will be announced by the Employer at the opening. The prices and details read out during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, orthesuccessfulBidder,andwouldnotconferanyrightorclaimwhatsoeveronanyBidder. The successful Bidder (also referred to as the L1 Bidder) shall bedetermined asper the provisions of this tender document.

25.4 The Employer shall prepare minutes ofthe bid opening, including the informationdisclosed to those present in themeeting.

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

26. CONVERSION TO SINGLECURRENCY

26.1 Not applicable. Prices are to be quoted in IndianRupees

27. EVALUATION OF PRICEBIDS

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

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

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

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

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

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

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

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose,

irrespective ofthe discrepancy between the amounts for the same indicated in words or figures shall be rectified in line with the procedure explainedabove.

Employer'sdeterminationofcorrectionforerrorandarithmeticalmistakesshallbefinaland binding on bidders. If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Securityforfeited.

Bidders shall ensure that prices quoted under various price schedules areconsistent with each other. In case of any inconsistency detected by the Employer in the prices furnished in the specified price schedules to be identified in Bid Formfor this purpose, theEmployershall be entitled to consider the highest price for the purpose of evaluation and forthepurposeofawardoftheContractusethelowestofthepricesintheseschedules.

27.3 The comparison shall beonthetotalpricein Price Schedule No. 5 Grand Summary (Totalof Schedule Nos. 1 to 4).

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

Bids shall be evaluated on total lump-sum prices for the entire scope of work under the package and adding capitalization cost of losses oftheStation/power/Autotransformers,andprevailingtaxasapplicabletobetakenuniformlyonal l materialstobesupplied(forcomparison)asmentionedinschedule-1ofpricebid

Work will be awarded on total lump sum price including all taxes, freight &insurance except local taxes as per bid proposal. Local taxes (if any) shall be borne bytheState/Employer as the case maybe.

27.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedule Nos. 1 through 4 (online price schedules), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer.

a. The functional guarantees of the facilitiesoffered:

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 berejected.

b. The performance of the equipmentoffered:

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

equipment with guarantees less (or more) than the minimum (or maximum) specified shall berejected.

c. the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;

d. Any other relevant factors listed inBPS.

The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the contract, shall not be taken into account in bid evaluation.

27.5 Following evaluation methods will be followed:

a. Functional Guarantees of thefacilities

For the purposes of evaluation, the adjustment specified in the Technical Specificationswillbeaddedtothebidpriceforeachdrop(orexcess)intheresponsive functional guarantees offered by the Bidder, below (or above) either a norm of one hundred (100) or the value committed in the responsive bid with the most performing functional guarantees, as specified in the TechnicalSpecifications.

b. Performance Guarantees of theEquipments

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

c. Work, services, facilities, etc., to be provided by theEmployer

d. Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for inthe

Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

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

28. CONFIDENTIALITY AND CONTACTING THEEMPLOYER

28.1 After the public opening of bids, information relating to the examination, clarification, and evaluation of bids and recommendations concerning awards shall not be disclosed to Bidders or other persons not officially concerned with this process until the publication of contract award. From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Employer on any matter related to its bid, it should do so in writing.

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

C. Award ofContract

Work shall be awarded after price evaluation as per conditions of theBiddingDocuments

29. AWARD CRITERIA

29.1 The Employer will award the contract to the successful Bidder (also referred to asthe L1 Bidder) whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per theQualification Requirement specified in Annexure-A (BDS) to perform the contract satisfactorily.

29.2 The Employer reserves the right to vary the quantity of any of the spares and/ordelete any itemsofsparesaltogether at thetimeofAwardofContract.Suchvariationshall be withinthe variation specified under the contractconditions

29.2.1 The award shall be made separatelyfor;

I. **First Contract:** For supply of all equipment and materialsincluding mandatory spares.

II. **Second Contract:** For providing all services i.e. inland transportation for delivery at site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning includingperformance testing in respect of all the equipment supplied under the "First Contract", Type Tests to be conducted (whether in India or abroad), Training to be imparted (whether in India or abroad) and any other servicesasspecifiedin theContractDocuments.

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

30. EMPLOYER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY ORALLBIDS

30.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process at any stage and reject one or all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

31. NOTIFICATION OF AWARD

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

31.2 The Employer shall publish the results on its website, identifying the bid and Specification numbers and the following information: (i) name of each Bidder who

submitted a Bid; (ii) bid prices as read out at bid opening; (iii) name and evaluated prices of each Bid thatwasevaluated;(iv)name of bidderswhosebidswererejectedandthe reasons for their rejection; and (v) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded

The Employer shall promptly respond in writing to any unsuccessful Bidder who, after notification of award in accordance with above, requests in writing the grounds on which its bid was notselected.

Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause33, the Employer will promptly return the bid security.

32. SIGNING THE CONTRACTAGREEMENT

32.1 At the same time as the Employer notifies the successful Bidder that its bid hasbeen accepted, the Employer in consultation with the Bidder will prepare the Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.

32.2 The Contract Agreement shall be prepared within Thirty(30) days of the Notification of Award and the successful Bidder and the Employer shall sign anddate the Contract Agreement immediatelythereafter.

33. PERFORMANCE SECURITY

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

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

However, if the estimated cost of the tender is uptoRs.25.00Crs.(Rupees Twenty Five Crores), then the successful bidder shall furnish to the Employer a Contract Performance Guarantee against the contract of an amount of 10% of total contract value (Supply &Erection) towards successful performance of the contract in terms of conditions of the contract in the following manner:-

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

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

project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performanceguarantee.

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

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

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

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

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

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

33.1.7 The successful bidder, after award/issuance of NOA/LOI, shall execute the agreement within 30 days of award of the contract after duly furnishing the 10% bank guarantee(In original Hard copies). If there is delay beyond the specified period in submission of contract performance BG, 15 days notice will be given to the successful bidder and after which the Employer may entail cancellation of letter of award after giving another 15 days final notice and forfeiting of Earnest Money/bid guarantee as also detailed under Earnest Money Clause.

34. PERFORMANCEGUARANTEE

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

i. In case some items have guarantee period more than that of project, corresponding performance BG will require to be submitted and the performanceBGwould be released only after receipt of suchBG.

ii. The validity of Bank Guarantee will be60 days beyond guarantee/warrantee/defect liabilityperiod.

iii. On due performance and execution' of the order in all respects, the BG will be returned the contractor without any interest on presentation of "No Demand Certificate."

34.2 Failure of the successful Bidder to submit performance security or Performance Guarantee as stipulated shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the

next lowest evaluated Bidder or call for new bids.

35. FRAUD ANDCORRUPTION

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

a. defines, for the purpose of this provision, the terms set forth below asfollows:

b. "corruptpractice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of anotherparty;

c. "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid anobligation;

d. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperlytheactionsof another party;

e. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of aparty;

f. "obstructivepractice"is

(aa) Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making falsestatementsto investigators in order to materiallyimpedeaEmployer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent itfrom disclosing its knowledge of matters relevant to the investigation or from pursuingtheinvestigation;

OR

(bb) Acts intended to materially impede the exercise oftheEmployer's inspection and auditrights.

g. Willrejectaproposalforawardifitdeterminesthatthebidderrecommendedforward has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract inquestion;

h. Will sanction a firm or individual, including declaring ineligible, eitherindefinitely or for a stated period of time, to be awarded a contract ifitatanytime determines that the firm has, directly orthrough an agent,engagedin corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract;and

i. Will have the right to require that the provision be included in BiddingDocuments and in contracts, requiring Bidders, suppliers,andcontractorsand their sub-contractors to permit the Employer to inspect theiraccountsand records and other documents relating to bid submission and contract performance

and to have them audited by auditors appointedbyTheEmployer.

36. STATUTORY FEE AND OTHER CHARGES:-

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

However, all the statutory fees towards Forest Clearance and RailwayCrossingshall be paid by the contractor which shall be reimbursed by the Employerto the contractor on actual basis.

SECTION - III

BID DATA SHEETS (BDS)

Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro on turnkey basis under state plan

SECTION III : BID DATA SHEET

BID DATA SHEETS (BDS)

1. PREAMBLE

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

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

a) Information that specifies and complements provisions of Section II must be incorporated.

b) Amendments and/or supplements, if any, to provisions of Section II, as necessitated by the circumstances of the specific procurement, must also be incorporated.

c) The bid-specific data in BDS for the Turn key Contract for the plant and equipment to be procured shall amend and/or supplement the provisions in the Instructions to Bidders (ITB) i.e. Section II. Whenever there is a conflict, the provisions herein shall prevail over those in theITB.

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

S.No.	**ITB Clause Ref.No.**	**Bid Data Details**
1.	ITB 1.1	The Owner is: Bihar State Power Transmission Company Limited, Vidyut Bhawan, Bailey Road, Patna-800021
2.	ITB 1.1	The Employer is: Bihar State Power Transmission Company Limited, Vidyut Bhawan, Bailey Road, Patna-800021 Kind Attn.: *Designated office of the Employer, Name ofEmployer*
3.	ITB 1.1	As per need
4.	ITB 2.1,2.2, 2.3 & 3.2	As per need

5.	ITB 6.1	Address of the Employer: Asabove Email Address:- ce.trans664@gmail.com / project.2@bsptcl.bihar.gov.in
6.	ITB 6.4	Venue, date and time for Pre-bid Meeting: The Bidder's designated representative is invited to attend a pre-bid meeting, which will take place at the venue and time as givenbelow: Venue: Vidyut Bhawan, BSPTCL.4th floor, Baiely Road Date:…… Time: 11.00 Hours
7.	ITB 9.2	As per need
8.	ITB 9.3	As per need
9.	ITB 13.1	Amount of Bid Security: One percent of estimated contract value but limited to Rupees One Crore. [Correct Value to be put as per procurement Manual]
10.	ITB 16.2(a), ITB 16.2(b), ITB 17.1, ITB19.3(a) and ITB 20.1	Address for submission of Bids and its modification and withdrawal, if any; Website: **www.eproc2.bihar.gov.in** Up to **15:00 Hrs.** on 05.05.2026 **Address for Bid Opening:** Vidyut Bhawan, Bailey Road, Patna Time and date for Bid Opening - Bid Envelope: Techno Commercial Part shall be open After16 :00 Hrs. (IST) Date: Preferably on the same date for Bid Submission or as decided by BSPTCL. Bid Title: Name and description of the Work to be given b) BID ENVELOPE Do not open before opening time (Indian Standard Time) on Date/ Month/Year
11.	ITB 16.3	As per need
12.	ITB 24.1(c)	The Time for Completion of the contract shall be **Twelve Months**from the date of Notification of Award/Letter of Intent.
13.	ITB 27.2	As per need
14.	ITB 27.4(b)	As per need
15.	ITB 27.4(c)	As per need
16.	ITB 27.5(b)	As per need
17.	ITB 27.5(c)	As per need
18.	ITB 34.1	In addition to the Performance Security of 5% of the Contract

		Price, the successful bidder is required to furnish additional performance security (ies), if applicable, as per Clause no. 4 of Joint Deed of Undertaking mentioned in Section -VI: Sample Forms and Procedures.

QUALIFICATION OF THE BIDDERS

2. ELIGIBILITYCRITERIA

2.0 The Technical and Financial Eligibility Criteria for Turnkey Projects are as follows:Bids must be submitted by a registered company(ies) that meets all the technical and financial qualifications, experience and requirement set forth. Eligibility of the bidder will be based on meeting the minimum pass/fail criteria specified below regarding the bidder's Technical Experience and financial position as demonstrated by the Bidder's responses in the corresponding Bidding schedules. The bidder shall also be required to furnish the information specified in the specification in their bid. Tenderer (holding company/lead partner of joint venture) must be a turnkey contractor who is having adequate in house engineering and design infrastructure facilities, quality assurance and safety setup to carry out similar type of work (as defined in the para 2.1 below).

Subcontractor'stechnicalexperienceandfinancialresourcesshallnotbetakenintoaccount in determining the Bidder's compliance with the qualifyingcriteria.
The Employer reserves the rights to further independently assess the capacity and capability of the bidder, should circumstances warrant and if such an assessment is considered necessary to correctly assess eligibility of the bidders. The Employer also reservestherighttowaiveminordeviationsiftheydonotmateriallyaffectthecapabilityoftheBidd ertoperformthecontract.Thisisadomestictenderandforeignworkexperienceof the Turn-key contractor will not be considered for judging eligibility.

This assessment may inter-alia include (i) document verification; (ii) bidders work/manufacturingfacilitiesvisit;(iii)manufacturingcapacity,detailsofworksexecuted, works in hand, anticipated in future & the balance capacity available for present scope of works; (iv) details of plant and machinery, manufacturing and testing facilities, manpower and financial resources; (v) details of quality systems in place; (vi) past experience and performance; (vii) customer feedback; (viii) banker's feedbacketc.

The bid can be submitted by an individual firm (single entity) or a joint venture of two firms.The bidder (single entity or all the partners taken together in case of a JV) must meet all thetechnical and financial qualifications, experience and requirement set forth.

Note: -In case where the complete work awarded by any utility to any other agency and subsequently sublet to other agency, the experience of the agency on which the order has been directly placed by utility, will be only considered for evaluation of qualification purpose.

2.0.1 Specific requirements of the contract for specific work of GSS and /or lines required to be completed in specific time period and to be declared in the NIT as Special Contract.

The Bidder should have successfully executed/completed and commissioned any Power projects under Central /State Power Utility, Joint Venture Company of Central / State Power Utility, Major Qualified Transmission Companies (Transmission Licensee(s)) in India as a Prime Contractor or as a Member of Joint Venture in any one project within the time period specified in the instant tender during last ten (10) financial years and the executed value of such project in any One (1) financial year shall not be less than 10 % of Estimated Contract Value of Instant Tender **or Rs. 50.00 crores (whichever is higher).**

Note:- *This clause shall be applicable only to the contracts in which declaration has been made by BSPTCL in the NIT/Tender that the above clause shall be applicable for NIT/Tender under reference.*

2.1 Technical Experience:

2.1.1.A Technical Experience for construction of new GIS GSS/ construction of new GIS Bays:

Route-1:
The Bidder must have designed, manufactured, type tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least two (2) nos. Gas Insulated Switchgear (GIS) circuit breaker bays@ of 345kV or above voltage class/ 220 KV or above voltage class / 110 KV or above voltage class (as the case may be) in one (1) GIS Substation or Switchyard during the last seven (7) years **in India** and these bays must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.
OR
Route-2:
The Bidder, who has established manufacturing & testing facility in India 345kV or above voltage class/ 220 KV or above voltage class / 110 KV or above voltage class (as the case may be) GIS but not meeting the requirement stipulated in para Route-1 above, shall also be considered provided that- **a)** TheBidder must have manufactured, at least one (1) no. 345kV or above voltage class /220 KV or above voltage class / 110 KV or above voltage class (as the case may be) GIS circuit breaker bays@ based on technological support of the collaborator(s), provided that the collaborator(s) meets the requirement stipulated in para Route-1 above. Further bidder must have either supplied or type tested above GIS circuit breaker bay (as per IEC or equivalent standard) as on the originally scheduled date of bid opening mentioned above. **b)** Further, the bidder shall also submit the following along with the bid: i. A legally enforceable undertaking (jointly with the Collaborator(s)) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s); ii. A confirmation letter from the Collaborator(s) stating that the Collaborator(s) shall furnish additional contract performance security BG for an amount of 10% of the ex-works cost of such equipment(s). This performance security shall be in addition to Contract Performance security to be submitted by the bidder. iii. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 345 kV or above voltage level /220 KV or above voltage level / 110 KV or above voltage level (as the case may be) GIS equipment in India.

OR
Route-3:
Bidder, who has established manufacturing & testing facility in India for 345kV or above voltage level/ 220 KV or above voltage level / 110 KV or above voltage level(as the case may be) GIS as Subsidiary/ JVC/ Group company by its parent/ principal but not meeting the requirement stipulated in para Route-1 above, shall also be considered provided that- **a)** The Bidder must have manufactured, at least one (1) no. 345kV or above voltage class /220 KV or above voltage level / 110 KV or above voltage level(as the case may be) GIS circuit breaker bays@ based on technological support of the parent/principal, provided that the parent/ principal meets the requirement stipulated in para Route-1 above. Further bidder must have either supplied or type tested above GIS circuit breaker bay (as per IEC or equivalent standard) as on the originally scheduled date of bid opening mentioned above. **b)** Further, the bidder shall also submit the following along with the bid: i. A legally enforceable undertaking (jointly with the parent/principal company) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s); ii. A confirmation letter from the parent/principal company stating that the parent/principal company shall furnish additional contract performance security BG for an amount of 10% of the ex-works cost of such equipment(s). This performance security shall be in addition to Contract Performance security to be submitted by the bidder. iii. A valid collaboration agreement for technology transfer / license to design, manufacture, test and supply 345kV or above voltage level /220 KV or above voltage level / 110 KV or above voltage level (as the case may be) GIS equipment in India.
OR
Route-4:
In case, the Bidder is not a GIS manufacturer, he shall also be considered, if: **i. In case of tenders/bids invited for construction of New GIS GSS:** The Bidder must have supplied, erected and commissioned at least one (1) no. 400 kV or above voltage level /220KV or above voltage level/ 110KV or above voltage level (as the case may be) GIS substation in India having at least cumulatively five (05) nos. circuit breaker bays of 400 kV or above / 220 KV or above/ 110KV or above (as the case may be) during last seven (07) years and the same must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.

ii. (A) In case of tenders/bids invited for construction of New GIS Bays at 220 KV or 132 KV voltage level.:

The bidder must have supplied, erected and commissioned at least two (02) nos. GIS circuit breaker bays of 220KV or above voltage level/ 110KV or above voltage level (as the case may be) in GIS substation in India during last seven (07) years and these bays must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.

ii. (B) In case of tenders/bids invited for construction of New GIS Bays at 400 KV voltage level:

The bidder must have supplied, erected and commissioned at least two (02) nos. GIS circuit breaker bays of 200 kV or above voltage level in GIS substation in India during last seven (07) years and these bays must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.

and

The bidder shall offer MAF from 400 KV GIS from Indian GIS manufacturer, who meets the qualifying requirements mentioned at para-Route-1

and

Bidder should have completed construction (construction including supply of materials, civil works of tower/ equipment foundations and erection, testing and commissioning etc.) of at least two (02) nos. new AIS (Air Insulated Substation) / **new GIS (Gas Insulated Substation)**Circuit Breaker equipped bays of 400 KV or Higher Voltage Level on turnkey basis.

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

a) Further, the bidder shall also submit the following along with the bid:

i. The GIS must be offered from Indian GIS manufacturer, who meets the qualifying requirements mentioned at para-Route-1 or Route-2 or Route-3 above. Necessary documents shall be submitted in this regard.

ii. The Bidder shall submit a legally enforceable undertaking (Manufacturer's Authorization Form) on the Non-Judicial Stamp Paper of Rs. 1000.00 (Rupees One Thousand) along with the bid from the Indian GIS Manufacturer (one or more) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s) stating that the **GIS Manufacturer/Bidders***shall furnish additional contract performance security BG for an amount of 10% of the ex-works cost of such equipment(s). This performance security shall be in addition to the Contract Performance security to be submitted by the Bidder.

***In case, this additional contract performance security BG is submitted by the bidder, the GIS manufacturer shall furnish contract performance security BG to the bidder in accordance with the agreement between bidder & GIS manufacturer and the documentary proof of the same shall be submitted to BSPTCL. The additional contract performance security BG will be released after successful completion of performance guarantee period and issuing of No demand certificate.**

Note :-

1. *(#)Satisfactory operation means certificate issued by the Employer i.e. Central /State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.*

2. ***(@)*** *For the purpose of qualifying requirement, one no. of circuit breaker bay shall be considered as a bay used forcontrolling a line or a transformer or a reactor or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnector and three nos. of single phase CTs / BushingCTs.*

3. ***Type Test****:-The GIS modules should have been type tested (as per IEC or equivalent standard) in National / International Test House (accredited laboratories) duly furnishing Credentials of the Test House. Such type tests of offered GIS Module should have been conducted within last 10 (ten) years as on the date of bid opening. Necessary documents in support of the same should be enclosed along with the offer.*

4. ***Guarantee:-****The offered GIS Module along with all fitting and accessories supplied shall carry a performance guarantee of the equipment supplied for a priced of 48 monthsfromthedateofcommissioningoftheequipmentor60monthsfromthedateof receipt of the last consignment at site/stores, whichever isearlier.*

5. *The GIS Manufacturer shall guarantee supply of spares upto a minimum of 10 (ten) yearsfromthedateoftakingover.Necessarydocumentaryevidenceshallbesubmitted in thisregard.*

6. *In case bidder is a holding company, the technical experience referred to in Route-1, Route-2, Route-3 and Route-4 above as the case may be shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder isa subsidiary of a holding company, the technical experience referred to in Route-1, Route-2, Route-3 and Route-4 above (as the case may be) shall be of that subsidiaryCompany only (i.e. excluding its holding company).*

7. *In case bidder is qualifying through Route-1, type test reports of Collaborator/ Parent Company/ Subsidiary Company/JVC / Group Company shall also be acceptable, for which a confirmation shall be furnished along with the bid as per format attached in the bidding documents.*

<u>2.1.1.A-I</u> Technical Experience for erection, testing and commissioning of 400/220 KV (or 400/132 KV) Power Transformer of minimum of 315MVA or above rating (220/132 KV Power Transformer of 100 MVA or above rating / 132/33 KV PowerTransformer of 20 MVA or above rating, as applicable):-

For construction of GIS Grid Sub-station, the eligibility criteria have been detailed above. However, the bidder meeting the eligibility criteria for this work shall also comply following conditions:-

Bidder either as main bidder / Indian associate registered in India (as per Companies Act 1956 or 2013 of India) /JV Partner/ JV company/ collaborator/ Subsidiaries company/consortium/Groupcompany/EPC/Turnkeyexecutermusthavesuccessfully erected, tested and commissioned 01 (one) no. of 400/220 KV (or 400/132 KV) Power Transformerofminimumof315MVAoraboverating(220/132KVPowerTransformer of 100 MVA or above rating / 132/33 KV Power Transformer of 20 MVA or above rating,asapplicable) inIndiaduring lastseven(7)yearsandthesameshouldhavebeen in successful operation# for at least one (1) year as on the originally scheduled dateofbid opening.

The bidder shall furnish documentary evidence in support of the qualifying requirement stipulatedas above.

2.1.1.B Technical Experience for construction of new GSS/ construction of new bays / R&M of GSS /Addition/ Replacement / capacity Augmentation of Power Transformer inGSS:

(i) **<u>In case of tenders/bids invited for construction of NewGSS:</u>**

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

(a) Atleastone(01)no.newsubstationof400KV/HigherVoltageLevelincaseof400/220KV or400/132KVSubstation withTransformersof minimumof315MVA/aboveratinghaving minimumfour(4)AIS (Air Insulated Substation)/ GIS (Gas Insulated Substation) CircuitBreakerequippedbaysof400KVor Higher Voltage Level.

(b) at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KVSubstation withTransformersof minimumof 100MVAoraboveratinghavingminimum four(4) AIS (Air Insulated Substation)/ GIS (Gas Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level.

(c) Atleastone(01)no.newsubstationof132KVorHigherVoltageLevelincaseof132/33KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation)/ GIS (Gas Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level.

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

<u>Note:-</u>

- However,incaseoftenderinvitedforconstructionofnewAIS/GISGridSub-Stationon turnkey basis (turnkey projects), the bidder having experience of execution ofcomplete AIS/ GIS Sub-Station without Supply of Power Transformer in AIS/ GIS Sub-Station shall also be considered for eligibility with the followingconditions:
  - ❖ If the Power Transformer has been supplied by the Employer / Utility and the Erection, Testing, Commissioning etc. of the Power Transformer has been carried out by thebidder.

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

(ii) **<u>In case of tenders/bids invited for construction of newAISBays:</u>**

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

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

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

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

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

(iii) **<u>In case of tenders/bids invited for R&M ofGSS:</u>**

Bidder should have completed construction {construction including supply of materials (withorwithoutsupplyofPowerTransformer),civilworksoftower/equipmentfoundations and erection, testing and commissioning of all equipments including Power Transformer} on turnkeybasis:

(a) at least one (01) no. new substation of 400 KV or Higher Voltage Level in case of 400/220 KV or 400/132 KV Substation with Transformers of minimum of 315MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope ofworks.

OR

R&Mofatleastone(01)no.substationof400KVorHigherVoltageLevelhavingminimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works in case of R&M of 400/220 KVSubstation.

(b) at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KVSubstationwithTransformersofminimumof 100MVAoraboveratinghavingminimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope ofworks.

OR

R&Mofatleastone(01)no.substationof220KVorHigherVoltageLevelhavingminimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works in case of R&M of 220/132 KVSubstation.

(c) Atleastone(01)no.newsubstationof132KVorHigherVoltageLevelincaseof132/33KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope ofworks.

OR

R&Mofatleastone(01)no.substationof132KVorHigherVoltageLevelhavingminimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works in case of R&M of 132/33KV.

The above experience should be for the works executed during the last seven

(07) years and these GSS must be in satisfactory operation# for at least one (01) year as on the originally scheduled date ofbidopening ..... (date to be mentioned) (##)**.**

(iv) **<u>In case of tenders/bids invited for Addition/ Replacement /Capacity Augmentation of Power Transformer inGSS:</u>**

Bidder should have completed construction {construction including supply of materials (withorwithoutsupplyofPowerTransformer), civilworksoftower/equipmentfoundations and erection, testing and commissioning of all equipments including Power Transformer} on turnkeybasis:

(a) at least one (01) no. new substation of 400 KV or Higher Voltage Level in case of 400/220 KV or 400/132 KV Substation with Transformers of minimum of 315MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope ofworks.

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimumof 315MVAoraboverating(asapplicablei.e.withbaysforthetendersinvitedforAugmentationwork with bays or without bays for the tenders invited for augmentationwork without bays) in case of Addition/ Replacement /Capacity Augmentation of 400/220 KV Substation.

(b) at least one (01) no. new substation of 220 KV or Higher Voltage Level in case of 220/132 KVSubstationwithTransformersofminimumof 100MVAoraboveratinghavingminimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope ofworks.

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimumof100MVAoraboverating(asapplicablei.e.withbaysforthetendersinvitedfor augmentation work with bays or without bays for the tenders invited for augmentationworkwithout bays) in case of Addition/ Replacement /Capacity Augmentation of 220/132 KV Substation.

(c) Atleastone(01)no.newsubstationof132KVorHigherVoltageLevelincaseof132/33KV Substation with Transformers of minimum of 20MVA or above rating having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope ofworks.

OR

Addition/ Replacement /Capacity Augmentation of at least two (02) nos. of Transformers of minimum of 20MVA or above rating (as applicable i.e. with bays for the tenders invited for augmentation work with bays or without bays for the tenders invited for augmentationworkwithout bays) in case of Addition/ Replacement /Capacity Augmentation of 132/33 KV Substation.

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

Note:

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

2.1.1 C. <u>In case of tenders/bids invited for Implementation of Sub Station Automation System and Protection System in existing GSS of BSPTCL:</u>

Bidder should have completed construction of GSS/ R&M work with Sub Station Automation System {construction including supply of materials (with or without supply of Power Transformer), civil works of tower/ equipment foundations and erection, testing and commissioning of all equipments} on turnkey basis:

For 400KV voltage Level
(a) At least one (01) no. new substation of 400 KV or Higher Voltage Level with Sub Station Automation System in case of 400/220 KV or 400/132 KV Substation having minimum four (4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works. ***The bidder must have also the experience of retrofication/augmentation/Bus bar strengthening execution work within the scheduled shutdown period in any of the power system utilities in India. Further, the bidders should submit the supporting documents with the tender document***. **R** R&M of at least one(01)no. substation of 400KV or Higher Voltage Level with Sub Station Automation System having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 400 KV or Higher Voltage Level with similar scope of works in case of R&M of 400/220 KV Substation.
For 220KV voltage Level
(b) at least one (01) no. new substation of 220 KV or Higher Voltage Level with Sub Station Automation System in case of 220/132 KV Substation having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works.***The bidder must have also the experience of retrofication/augmentation/Bus bar strengthening execution work within the***

scheduled shutdown period in any of the power system utilities in India. Further, the bidders should submit the supporting documents with the tender document. **OR** R&M of at least one(01)no. substation of 220KV or Higher Voltage Level with Sub Station Automation System having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 220 KV or Higher Voltage Level with similar scope of works in case of R&M of 220/132 KV Substation.
For 132KV voltage Level
(c) At least one(01)no. new substation of 132KV or Higher Voltage Level with Sub Station Automation System in case of 132/33KV Substation having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works.***The bidder must have also the experience of retrofication/augmentation/Bus bar strengthening execution work within the scheduled shutdown period in any of the power system utilities in India. Further, the bidders should submit the supporting documents with the tender document***. **OR** R&M of at least one(01)no. substation of 132KV or Higher Voltage Level with Sub Station Automation System having minimum four(4) AIS (Air Insulated Substation) Circuit Breaker equipped bays of 132 KV or Higher Voltage Level with similar scope of works in case of R&M of 132/33KV.

Note:-

(i) The bidder should furnish at least one (01) year performance certificate of voltage level 400/220/132/33KV Grid Sub Station/ R&M as applicable with SAS system supplied installed and commissioned by them/ Manufacturer supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark executed during last Seven (07) years in Central /State Power Utility in India for the offered equipment. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.

(ii) SAS Equipment shall have Type Test Certificates from National accredited laboratory. The validity of type test reports shall be as per CEA guideline.

(iii) In case Bidder is not manufacturer, Bidder shall provide the Manufacturer's Authorization Form (one or More) along with techno-commercial bid, using the form provided as format for Manufacturer's Authorization Form for Sub Station Automation, showing that the Bidder has been duly authorized by the manufacturer to supply, erection, testing and commissioning of the work related to Sub Station Automation.

(iv) **Guarantee**:-The offered Sub-Station Automation System along with all fitting and accessories supplied shall carry a performance guarantee of the equipment supplied for a priced of 5 years from the date of commissioning of the equipment.

(v) The Sub-Station Automation System Manufacturer shall guarantee supply of spares upto a minimum of 10 (ten) years from the date of taking over. Declaration from manufacture shall be submitted in this regard.

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

***(i)* A. In case of tenders/bids invited for construction of New TransmissionLine:**

Bidder should have completed construction of Transmission line projects of the 400KV or 220KV or 132KV or 33KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, for132KV the required experience to be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials **(With or without conductor & Insulator),** tower foundations, erection, stringing, testing and commissioning with a cumulative line length of not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for which tender/bids are invited___on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening ….....(Date to bementioned)(##).

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

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

B. Construction of New Transmission Line with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc)

Clause A . Experience of Manufacturer:

The Bidder shall be a manufacturer of conductor for the last seven (7) years. The Manufacturer should have manufactured, tested and supplied at least cumulative length of same type of conductor not less than 50% (Fifty Percent) (rounded off to the next whole No.) of the total length of the conductor for which tender/ bids are invited for same voltage or higher voltage class,however, the total experience for supply of conductor shall not be less than 25 KM in any case, on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) having at least same or more number of strands as that of the conductor being offered in the package during last seven(7) years and the same should have been in satisfactory operation for a period of at least one (1) year in Central /State Power Utility/ Major Qualified Transmission Companies (Transmission Licensee(s))/ Joint Venture Company of Central / State Power Utility as on the original date of bid opening..

Clause B. Experience of Erector

The erector should have completed construction of Transmission line projects involving tower foundations, erection, stringing, testing and commissioning of same type of conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) for transmission line of cumulative circuit kilometres not less than 50% (Fifty Percent) (rounded off to the next whole No.)

of the total length of the transmission line of 132 kV or higher voltage class in India as a prime contractor or as a partner in a Joint Venture within the last Seven (07) years in Central /State Power Utility/ Major Qualified Transmission Companies (Transmission Licensee(s))/ Joint Venture Company of Central / State Power Utility as on the original date of bid opening and the same should have been in satisfactory operation for a period of at least one (01) year as on the originally date of bid opening.

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

Eligible Bidders

a) Manufacturer of Conductor having experience of manufacturing, supply, stringing, testing & commissioning of EHV transmission line Conductors as per the experience criteria mentioned for Manufacturing and ETC of Conductors as per clause A & B respectively.

OR

b) Manufacturer of Conductor having experience of manufacturing, supply of conductor as per criteria mentioned in clause A and erection is carried out througha erector meeting experience criteria as per clause B. The bid shall include consent letter from erector (as per format -D1B) from the proposederector.

OR

c) Erectors who have the experience as per the criteria mentioned in clause B and supply of conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) from such manufacture(s) who fulfills the criteria mentioned at clause A. The bid shall include MAF from manufacturer (as per prescribed Format) for the proposed conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) manufacturer. The manufacturer shall furnish an additional performance guarantee for an amount of 10% of the cost of such conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) in the form of BG. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder of same validity before signing the contract agreement.

(ii) **In case of tenders/bids invited for Second Circuit Stringing of TransmissionLine:**

Bidder should have completed construction/second circuit stringing of Transmission line projectsofthe400KVor220KVor132KVor33KVvoltageclassforwhichtenderhasbeen invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV therequiredexperiencetobe220KVorhighervoltage,for132KVtherequiredexperienceto be 132KV or higher voltage and for 33KV the required experience to be 33KV or higher voltage), involving supply of materials, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent) (rounded off to the nextwhole No.) of the total length of the transmission line with same type of**

conductor forwhich tender/bids are invited**on turnkey basis during the last seven (07) years and these lines must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bidopening .....(date to be mentioned)(##).

However, the total experience for construction/second circuit stringing of transmissionlinesshallnotbelessthan10KMevenif,thetotallengthoftransmissionline, for which tenders/bids have been invited is less than20KM.

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

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

Bidder should have completed construction/second circuit stringing/re-conductoring of Transmission line projects of the 400KV or 220KV or 132KV or 33KV voltage class for whichtenderhasbeeninvited(i.e.for400KVtherequiredexperiencetobe400KVorhigher voltage, for 220KV the required experience to be 220KV or higher voltage, for132KV the requiredexperiencetobe132KVorhighervoltageandfor33KVtherequiredexperienceto be 33KV or higher voltage), involving supply of materials, erection, stringing, testing and commissioning with a **cumulative line length of not less than 50% (Fifty Percent)(rounded off to the next whole No.) of the total length of the transmission line with same type of conductor** for whichtender/ bids are invited** on turnkey basis during the last seven(07) years and these lines must be in satisfactory operation# for atleast one(01) year as on the originally scheduled date of bid opening (date to be mentioned)(##).

However, the total experience for construction/second circuit stringing of transmission lines shall not be less than10KM even if, the total length of transmission line, for which tenders/bids have been invited is less than20KM.

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

(iv) **IncaseoftenderS/bidsinvitedforRe-conductoringofTransmissionLinewithConductor other than ACSR (i.e. Special conductor, AL59, HTLSetc):**

Clause A . Experience of Manufacturer:

The Bidder shall be a manufacturer of conductor for the last seven (7) years. The Manufacturer should have manufactured, tested and supplied at least cumulative length of same type of conductor not less than 50% (Fifty Percent)(rounded off to the next whole No.) of the total length of the conductor for which tender/ bids are invited for same voltage or higher voltage class, however, the total experience for supply of conductor shall not be less than 25 KM in any case, on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) having at least same or more number of strands as that of the conductor being offered in the package during last seven(7) years and the same should have been in satisfactory operation for a period of at least one (1) year in Central /State Power Utility/ Major Qualified Transmission Companies

(Transmission Licensee(s))/ Joint Venture Company of Central / State Power Utility as on the original date of bid opening.

Clause B. Experience of Erector

The erector should have completed stringing of same type of conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59,HTLS etc) for transmission line of cumulative circuit kilometers not less than 25 kms of 132 KV or higher voltage class in India as a prime contractor or as a partner in a Joint Venture within the last seven (7) years in Central /State Power Utility/ Major Qualified Transmission Companies (Transmission Licensee(s))/ Joint Venture Company of Central / State Power Utility and the same should have been in satisfactory operation for a period of at least one (1) year as on the originally date of bid opening.

Eligible Bidders

a) Manufacturer of Conductor having experience of manufacturing, supply, stringing, testing & commissioning of EHV transmission line Conductors as per the experience criteria mentioned for Manufacturing and ETC of Conductors as per clause A & B respectively.

OR

b) Manufacturer of Conductor having experience of manufacturing, supply of conductor aspercriteriamentionedin clause anderectioniscarriedoutthroughaerectormeeting experience criteria as per clause B. The bid shall include consent letter from erector (as per format -D1A) from the proposederector.

OR

c) Erectors who have the experience as per the criteria mentioned in clause B and supply of conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) from such manufacture(s) who fulfills the criteria mentioned at clause A. The bid shall include MAF from manufacturer (as per prescribed Format) for the proposed conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) manufacturer. The manufacturer shall furnish an additional performance guarantee for an amount of 10% of the cost of such conductor for which tender/bids are invited on turnkey basis i.e conductor other than ACSR (viz. Special conductor, AL59, HTLS etc) in the form of BG. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder of same validity before signing the contract agreement.

(v)

A. In case of tenders/bids invited for construction of Pile Foundations (mentioned in the BoQ/Scope of work) for Transmission Line (132KV or 220 KV or 400KV):

Bidder should have completed construction of Bored Cast-in-Situ Pile Foundations for at least 02 (two) nos. of Tower locations (each tower location having 04 nos. of legs and each leg consist of minimum 03 nos. of Pile Foundations) having minimum 750 mm & above

dia and having minimum depth of 20 mtr. & above, below ground level with setting of stubs & earthing for 110 KV or 132 KV or 220 KV voltage class Transmission line on turnkey basis during the last seven (07) years and these pile foundations must be in satisfactory operation# for at least one (01) year as on the originally scheduled date of bid opening… .....(date to be mentioned) (##).

OR

Bidder should have completed construction of Bored Cast-in-Situ Pile Foundations for at least 01 (one) no. of Tower locations (each tower location having 04 nos. of legs and each legconsistofminimum04nos.ofPileFoundations)havingminimum1000mm&abovedia and having minimum depth of 20 mtr. & above, below ground level with setting of stubs & earthing for 400 KV or higher voltage class Transmission line on turnkey basis class Transmission line on turnkey basis during the last seven (07) years and these pile foundationsmustbeinsatisfactoryoperation#foratleastone(01)yearasontheoriginally scheduled date of bidopening .....(date to be mentioned)(##).

Note:

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central /State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s))will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.
- (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not beconsidered.
- However, in case of tender invited for construction/second circuit stringing/re-conductoring of Transmission Lines with Conductor other than ACSR (i.e. Special conductor, AL59, HTLS etc) (turnkey projects), if the Conductor (Special conductor, AL59, HTLS etc.) has been supplied by the Employer / Utility and the Erection,Testing,Commissioningetc.oftheConductor(Specialconductor,AL59,HTLS etc.) has been carried out by the bidder and the bidder have the Manufacturer Authorization Certificate for the Conductor (Special conductor, AL59, HTLS etc.), such experience of the participating bidder shall also be considered for eligibility. This shall be applicable only for Transmission Lines with Conductor other thanACSR.

B. In case of tenders / bids invited for modification in existing Transmission line i.e. Height Raising / Re-routing / River crossing etc. which includes construction of Pile Foundations work (mentioned in the BoO/Scope of work) for various Transmission line (including shifting of 11 KV / 33KV line on Trans. Line tower).

Bidder should have completed construction of Bored Cast-in-Situ Pile Foundations for at least 02 (two) nos. of Tower locations (each tower location having 04 nos. of legs and each leg consist of minimum 03 nos. of Pile Foundations) having minimum 750 mm & above

dia. and having minimum depth of 20 mtr. & above, below ground level with setting of stubs & earthing for 110 KV or 132 KV or 220 KV voltage class Transmission line on turnkey basis during the last seven (07) years and submit completion certificate issued by the Employer i.e. Central /State Power Utility without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion/ Taken over certificate without any adverse remark.

Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority. The date of issue of completion certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The completion certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.

- If the tender are invited for the work of construction of Transmission Lines which contains construction of Pile foundations in the tender specification / BoQ,in such cases, the bidder should meet the eligibility criteria laid down for construction of transmission lines as well as construction of pile foundations either in the same order or in the separate orders.

(vi) ***<u>Additional technical requirement (eligibility criteria) in case of tenders/bids invited for construction of new transmission line consisting of Monopole transmission towers (132KV or 220 KV or 400 KV):</u>***

CASE A:-<u>In case Bidder is a Manufacturer</u>

a) The bidder must have a manufacturing and galvanizing plant inIndia.
(Documentary evidence of locations of such facilities needs to be submitted along with bid).

b) Bidder should have experience in design, manufacturing, supply, erection, testing and commissioning of at least (02) two number of monopoles or 10 % (Ten Percent) (rounded off to the next whole No.) of total no of monopoles (for which tender is invited), whichever is higher, for 400KV or 220KV or 132KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage and for 132KV the required experience to be 132KV or higher voltage) and satisfactory operation for (01) one or more than one (1) year from the date of commissioning in Indian power utility of Government Sector within Seven(7) years..

c) Bidder should have type test of at least two types of monopoles including one no. Tension type monopole out of Suspension, Tension and Multi-circuit type of monopoles of 400KV or 220KV or 132KV voltage class for which tender has been invited (i.e. for 400KV the required type test to be 400KV or higher voltage, for 220KV the required type test to be 220KV or higher voltage, and for 132KV the required type test to be 132KV or higher voltage) from CPRI/ERDA/ NABL accredited testing lab during the last Seven (7) years from date of original bid opening.
(Type Test report should be submitted by the bidder along with the offer).

(i) In case the bidder has not carried out the above type tests of 400KV or 220KV or 132KV voltage class for which tender has been invited in past, but having type test of higher voltage level monopoles, then the bidder must get at least one suspension and one tension type monopole of same voltage class for which tender has been invited and design type (similar to be installed in the line) along with one Multi-circuit Monopole type tested at their own cost at CPRI/ERDA/ **any NABL accredited testing lab** after award of work & before commencement of supply.

(ii) In case the bidder has not carried out type test on any type of monopoles (Suspension/Multi ckt) at voltage class for which tender has been invited in past, then the bidder must get the remaining type tests(which has not been submitted with the Bid) of monopoles for which tender has been invited and Design type (similar to be installed in the line) along with one Multi-circuit Monopole type tested at their own cost at CPRI/ERDA/ **any NABL accredited testing lab** after award of work & before commencement of supply.

*(Bidder should give confirmation regarding Type testing of Monopoles at their own cost before commencement of supply in the Tender Bid otherwise their Bid shall not be considered. Also no relaxation shall be given in completion schedule on account of this. i.e. for carrying Type test in the CPRI/ERDA/ **any NABL accredited testing lab.**)*

Note: -

Bidder must have carried out type test of one no. tension type monopole and one no. Multi-circuit type or suspension type monopole of similar or higher voltage level.

d) Bidder should have quality assurance plan (QAP) for design, engineering, welding of MetallicMaterials, manufacturing &supplyofpowertransmission,distributionsteelpoles, includinggalvanization.

(Copy of such certificates /declaration needs to be submitted along with bid.)

CASE B:-In case Bidder is a not Manufacturer

In case, Bidder did not meet the criteria mentioned at "CASE A" above, Bidder shall provide the Manufacturer's Authorization Form along with techno-commercial bid, using the form provided as format for Manufacturer's Authorization Form for Monopole, showing that the Bidder has been duly authorized by the manufacturer to supply, erection, testing and commissioning of the work related to Monopole. In such case, bidder should qualify following condition:-ng of the work related to Monopole. In such case, bidder should qualify following condition:-

a. Bidder should have experience in supply, erection, testing and commissioning of at least(02) two number of monopoles or 10 % (Ten Percent) (rounded off to the next whole No.) of total no of monopoles (for which tender is invited) ,whichever is higher, for 400KV or 220KV or 132KV voltage class for which tender has been invited (i.e. for 400KV the required experience to be 400KV or higher voltage, for 220KV the required experience to be 220KV or higher voltage, and for 132KV the required experience to be 132KV or higher voltage) in Indian power utility of Government Sector within Seven (7) years and satisfactory operation for (01) one or more than one (1) year from the date of

commissioning.

b. The MAF issuing manufacturer should possess qualifying conditions as mentioned at "CASE A" above except erection, testing and commissioning.

c. Bidder shallfurnishalegallyenforceabledeed ofundertakingonRs1000/-Non-Judicial stamppaper forjointlymeetingallobligationunderthecontractforalltechnicalsupport, supply, erection, testing, commissioning etc of monopole, required for the smooth execution of the contract and for jointly meeting all obligation under the contract to guarantee quality, timely supply, performance and warranty for successful operation of the offered monopoles and be responsible under the contract in accordance with the requirement of thecontract.

Note:

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

(vii) **Requirements (in addition to the existing requirements) to meet the eligibility criteria, for tenders invited for construction of new transmission lines which includes designing of new transmission line tower along with its foundation etc.**

Generally, the new transmission lines are to be constructed with the tower designs already adopted and used by BSPTCL. However, for the tenders, which includes designing of new type of Transmission Line Towers i.e. special design/ special type / specific purpose (which are not in use in BSPTCL) and proto testing, type testing etc. of newly designed towers are to be carried out, in such cases, the bidders are required to have the following prior experience as detailed below: -

a) The Bidder should have in-house design development department**& must have experience of Tower Testing of** 400kV /220kV/132 kV (as the case may be) or higher voltage class transmission line towers **in CPRI / any NABL accredited lab in India**. The bidder shall submit an undertaking that the tower design, vetting (by CPRI) & testing of all types of tower shall be completed within nine (09) months from the date of notification of award (NOA) of work.

The bidder should have **in- house designed** & got type tested 400kV /220kV/132 kV (as the case may be) or higher voltage class transmission line towers and its foundation in the last 7 years as on the date of bid submission from **CPRI / any NABL accredited lab in India**. The same shall be in satisfactory operation for a period of 02 years as on the originally scheduled date of bid opening.

Note: -It shall be the responsibility of the successful bidder to furnish all designs & drawing to BSPTCL and also to get it vetted by CPRI in association with BSPTCL.

b) The Bidder should have successfully executed/completed and commissioned any Power projects under Central /State Power Utility , Joint Venture Company of Central / State Power Utility, Major Qualified Transmission Companies (Transmission Licensee(s))in India as a Prime Contractor or as a Member of Joint Venture in any one project within the time period specified in the tender during last ten (10) financial years and the executed value of such project in any One (1) financial year shall not be less than 10 % of Estimated Contract Value of Instant Tender or Rs. 50.00 crores (whichever is higher).

c) The bidder shall upload the relevant documents in support of (a) to (b) above, such as copy of the approval letter issued from utility for approved design documents, survey report, copy of the agreement /Purchase Order/ work order containing the details of scope of work etc. otherwise the bids shall be out rightly rejected.

d) The Bidder shall upload the following documents related to the tower design proposed in this tender based on which the ceiling weights/volumes have been offered , failing which the offer will be rejected:

   i. Tower loading trees, line diagram of the tower indicating live metal clearances, ground clearance, mid span clearance, shielding angle etc., for all types and voltage class of towers as per the latest standards i.e. IS/IEC.
   ii. Line diagram of the tower indicating all the dimensions including base width, panel height, and steel section used, redundant pattern etc., for all types and voltage class of towers.
   iii. Detail design calculation of the tower and foundation for all types and voltage class of towers.
   iv. Typical foundation sketches adopted for all types of soil for all types and voltage class of towers.

Note:-

I. In case the work executed under a contract that had been awarded on a joint venture, the experience of individual joint venture partner shall be considered limited to the scope of that partner under the said contract. The copy of the agreement executed with awarding agency shall be uploaded as proof of the same.

II. In case the bid is submitted in JV, the eligibility criteria mentioned at Clause-2.1.2 (vii) (a)&(b) above must be fulfilled completely by the lead Partner only.

e) General Requirement:-

- The successful bidder shall obtain the prior consent of the Chief Engineer (Project-I/II), BSPTCL, Patna for taking up the design and development activity of 400kV /220kV /132KV transmission line(all types of D/C towers with extensions,suitable M/C towers, suitable M/C NB towers with extension, Transposition Tower(if required), under pass Gantry etc.).

- **<u>Design of Tower:-</u>**

  As the tender is invited on design basis for 400kV /220kV /132KV transmission line, the ceiling unit weights and foundation volumes for each type of Tower (including extensions as per technical specification) and Bolts & Nuts are to be assessed and quoted by the Bidder. Payment will be made on the actual weight or the ceiling weight whichever is less on MT basis after approval of the design of the Towers as follows:-

1. If the individual weights of MS portion & HT steel portion of each type of tower is within ceiling weights quoted by the bidder and the total weight is within the ceiling limit, payment will be made for the actual weights at the respective rates quoted by the bidder for MS & HT steel.

2. If the individual weights of MS portion & HT steel portion of each type of tower exceeds ceiling weights quoted by the bidder and the total weight exceeds the ceiling limit, payment will be made for the respective ceiling weights at the respective rates quoted by the bidder for MS & HT steel.

3. If the individual weight of MS portion of each type of tower exceeds ceiling weight & weight of HT steel portion of each type of tower is within ceiling weight quoted by the bidder and the total weight exceeds or is within the ceiling limit, payment will be made for the HT Portion as per actual weight at the quoted rate and for the MS Portion payment will be made as follows:-
   i. For the difference in weight of total ceiling weight of tower and actual HT portion weight admitted, if the total actual weights exceed the ceiling limits.
   ii. For the actual weights of MS, if the total actual weights are within theceiling limits.

4. If the individual weight of MS portion is within ceiling weight & weight of HT steel portion of each type of tower exceeds ceiling weight quoted by the bidder and the total weight exceeds or is within the ceiling limit, payment will be made for the HT Portion as per the ceiling weight at the quoted rate for HT and for the MS Portion payment will be made for the difference in weight of total ceiling weight of tower and the ceiling weight of HT portion admitted.However, the

payment shall be limited to lesser of total ceiling weight and total design weight in all cases.

Note: The above procedure is based on the consideration that the rates quoted for MS is lesser than HT steel. In other scenario i.e. quoted rate of HT steel is lesser than MS; the above procedure will be reversed. i.e. in case, the guaranteed weight of individual component (HT steel or MS) increases and the total weight remains equal to or less than offered ceiling weight, the lowest rates of the HT steel or MS shall be payable. However, the payment shall be limited to lesser of total ceiling weight and total design weight in all cases.

- **Unit Rates and Measurement for Foundation:**

The bidder is required to quote the unit rates for different foundation activity namely, excavation for different types of soils, concreting, supply and placement of reinforcement steel.

The unit rates of excavation for each type of soil shall include excavation along with all associated activities like shoring, shuttering, dewatering till completion of foundation work stock piling, dressing, back filling of foundations after concreting with excavated/borrowed earth (irrespective of lead) and consolidation of earth, carriage of surplus earth to the suitable point of disposal as required by the Employer or any other activity required for completion of foundation work in all respect.

Where soil at a tower foundation is of composite nature, classification will be according to the type of soil, which is predominant in the footing and the rate for the same will apply for predominant soil in the foundation. However, for excavation, the payment shall be made for different soils as per soil encountered at the time of excavation but limited to the lowest of the following:

- Amount calculated based on the volume of different types of soil encountered at the time of excavation at their respective rates and excavated volumes as per actual (i.e. strata wise).
- Amount calculated based on the type of soil for which foundation is classified considering the applicable ceiling volume for that particular soil indicated in the purchase order as quoted by the contractor and its applicable rate.
- Amount calculated based on the type of soil for which foundation is classified considering the design volume of excavation for that particular soil and its applicable rate.

The decision of the Employer shall be final and binding with respect to classification of soil and foundations.

Form boxes shall be used for casting of foundations. The unit rate of concreting shall include the cost of supply, fabrication and placement of form boxes, cement, water,

coarse and fine aggregates mixing and placing of concrete, curing of concrete and any other activities related / required for completion of concreting works of foundation. The payment for this item shall be limited to lesser of ceiling volume, design volume and actual volume based on unit rates indicated in the letter of award.

The unit rate of 'Reinforcement Steel' shall include supply and placement of reinforcement steel, stirrups, wire for binding the reinforcement, chairs, bolsters and spacers etc. as required to complete the foundation work. The payment of Wastage, overlaps, spacer bars, chairs, stays, hangers and annealed steel wire shall not be measured for the payment and cost of these items shall be deemed to be included in the rates for reinforcement. The payment for this item shall be limited to lesser of ceiling volume, design volume and actual volume based on unit rates indicated in the letter of award.

f) In respect of design based transmission towers:-

i. Bidders are required to upload all documents pertaining to Designing of 400kV /220kV /132KV transmission line (all types of D/C towers with extensions, suitable M/C NB towers with extension and Transposition tower (if required)), duly quoting Design & Type testing charges for towers & indicate their Ceiling weights & foundation volumes. The said documents will be considered for evaluation as per subject tender conditions.

ii. After the award of work, the successful bidder shall seek written permission from Chief Engineer (Project-I/II), BSPTCL, Patna before going ahead further for design activities. If the ceiling tower weights & foundation volumes offered by the bidder aremorethanthe weights & volumes of same type of towers being used by BSPTCL, the tower weights & foundation volumes may be provided by BSPTCL to the successful bidder.

   a) It is assumed that the Bidder shall offer the ceiling weight/ volume of each types of tower less than the designed weight/ volume being used by the BSPTCL. In case, the offered ceiling weight/ volume of each types of tower is more than the designed weight/ volume being used by the BSPTCL, BSPTCL at its discretion may instruct the successful Bidder not to carry out new design & Type testing of said towers & payment towards the same will not be made to the successful bidder.

   b) Further, successful bidder has to carry out Prototype inspection of said towers as per new tower weights & foundation volumes furnished by BSPTCL andsupply& erect said towers accordingly. Payment will be made for said tower weights & foundation volumes furnished by BSPTCL to the successful bidder at their quoted rate in the tender instead of Ceiling weights & foundation volumes of Design based towers filled in the BOQ by the bidder for subject work.

NOTE: -The purchaser reserves the right to adopt, designs approved for BSPTCL or any other design provided by BSPTCL. The successful bidder should fabricate the towers accordingly and adopt the foundations as per the designs approved and communicated to them.

(viii) **Technical requirements (eligibility criteria) in case of tenders/bids invited for construction of 132 KV Transmission Line with XLPE underground Cable (including supply, laying and commissioning etc.) on turnkey basis.**

The bidder/bidders shall meet following conditions:-

(a) The Bidders should have supplied, laid and commissioned at-least 50% of line length (Y CKM) of tendered quantity of 132 KV cable or higher (in this case it is 0.5 x Y CKM = 0.5Y CKM) during the last seven (07) years in India and the same must be in satisfactory operation# for at least one (1) year as on the originally scheduled date of bid opening.

(b) The supply of above cable should be from Indian Cable Manufacturer who have manufactured and supplied at least 50 % of tendered quantity of the Cable of same or higher size of same or higher voltageduring the last seven (07) years in India and the same must be in satisfactory operation# for at least one (1) year as on the originally scheduled date of bid opening.
The cables should have been successfully type tested within last ten (10) years.
The corresponding certificates regarding type test and performance should be submitted with techno-commercial bid.

In case, Bidder did not meet the criteria mentioned at (b) above, Bidder shall provide the Manufacturer's Authorization on the Non-Judicial Stamp Paper of Rs. 1000.00 (Rupees One Thousand) along with techno-commercial bid, using the form provided as format for Manufacturer's Authorisation Form for 132 kV Cable, showing that the Bidder has been duly authorized by the manufacturer to supply and install the related 132 kV Cable. In such case, conditions mentioned at (a)&(b) above should be possessed by manufacturer. The Bidder is responsible for ensuring that the manufacturer complies with the requirements of this NIT and meets the minimum criteria listed above for this item.

Note: 1) All works comprising cable laying, jointing, termination, earthing etc including construction of cable trench complying to all statutory requirements of specification, IS/TEC etc. shall strictly be done under the supervision of cable manufacturer. This includes construction of culverts, provision of pipes, road crossing, drain crossing etc. Letter of consent with respect to this shall have to be submitted by bidder from cable manufacturer in format Annexure-D-3 along

with techno-commercial bid.

2) ROW clearance shall be arranged by bidder/contractor. All compensation towards ROW has to be paid by bidder/contract without any claim to BSPTCL. All statutory clearance from different authorities for laying of cable shall be obtained by the bidder/contractor and all expenses (except Railway &Forest)towards this shall be borne by bidders/contractor without any extra claim.

   The payments towards Railway department for Railway crossings &Forest Department for the forest clearances shall be reimbursed to the bidder/contractor against documentary evidence.

3) In case of any damage done to any existing infrastructure i.e. roads, drains, buildings, boundary for execution of work, the same shall be rectified and made good by contractor/bidder without cost implication to BSPTCL.

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

(ix) **Technical requirements (eligibility criteria) in case of tenders/bids invited for construction of 33KV bays only at different GSS of BSPTCL.**

The bidder/bidders shall meet following conditions: -

a) Technical Experience for construction of 33KV new GIS Bays:

Route-1:
The Bidder must have designed, manufactured, type tested (as per IEC or equivalent standard), supplied and supervised erection & commissioning of at least two (2) nos. Gas Insulated Switchgear (GIS) circuit breaker bays of 33kV or above voltage class in one (1) GIS/**AIS** Substation or Switchyard during the last seven (7) years **in India** and these bays must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.
OR

Route-2:

In case, the Bidder is not a GIS manufacturer, he shall also be considered, if:

The bidder must have supplied, erected and commissioned at least two (02) nos. GIS circuit breaker bays of 33KV level or above voltage level in GIS/**AIS** substation in India during last seven (07) years and these bays must be in satisfactory operation# for at least two (2) years as on the originally scheduled date of bid opening.

a) Further, the bidder shall also submit the following along with the bid:

i. The GIS must be offered from Indian GIS manufacturer, who meets the qualifying requirements mentioned at Route-1 above. Necessary documents shall be submitted in this regard.

ii. The Bidder shall submit a legally enforceable undertaking (Manufacturer's Authorization Form) on the Non-Judicial Stamp Paper of Rs. 1000.00 (Rupees One Thousand) along with the bid from the Indian GIS Manufacturer (one or more) to guarantee quality, timely supply, performance and warranty obligations as specified for the equipment(s) stating that the GIS Manufacturer shall furnish additional contract performance security BG for an amount of 10% of the ex-works cost of such equipment(s). This performance security shall be in addition to the Contract Performance security to be submitted by the Bidder.

Note :-

1. *Satisfactory operation means certificate issued by the Employer i.e. Central /State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.*

2. *For the purpose of qualifying requirement, one no. of circuit breaker bay shall be considered as a bay used for controlling a line or a transformer or a bus section or a bus coupler and comprising of at least one circuit breaker, one disconnector and three nos. of single phase CTs / Bushing CTs.*

3. ***Type Test**:-The GIS modules should have been type tested (as per IEC or equivalent standard) in National / International Test House (accredited laboratories) duly furnishing Credentials of the Test House. Such type tests of offered GIS Module should have been conducted within last 10 (ten) years as on the date of bid opening. Necessary documents in support of the same should be enclosed along with the offer.*

4. ***Guarantee:-**The offered GIS Module along with all fitting and accessories supplied shall carry a performance guarantee of the equipment supplied for a priced of 48 months from the date of commissioning of the equipment or 60months from the date of receipt of the last consignment at site/stores, whichever is earlier.*

5. *The GIS Manufacturer shall guarantee supply of spares up to a minimum of 10 (ten) years*

from the date of taking over. Necessary documentary evidence shall be submitted in this regard.

6. *In case bidder is a holding company, the technical experience referred to in Route-1, above as the case may be shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in Route-1above (as the case may be) shall be of that subsidiary Company only (i.e. excluding its holding company).*

7. *In case bidder is qualifying through Route-1, type test reports of Collaborator/ Parent Company/ Subsidiary Company/JVC / Group Company shall also be acceptable, for which a confirmation shall be furnished along with the bid as per format attached in the bidding documents.*

b) Technical Experience for construction of 33KV new AIS Bays:

Bidder should have completed construction (construction including supply of materials, civil works of tower/ equipment foundations and erection, testing and commissioning etc.) of at least two (02) nos. new AIS (Air Insulated Substation)/ GIS (Gas Insulated Substation) Circuit Breaker equipped bays of 33 KV or Higher Voltage Level bays in 132/33 KV AIS/GIS or above voltage class substation on turnkey basis.

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

<u>JOINT VENTURE FIRMS:</u>

c) Technical experience in case of Joint Venture:

1. Bid can be submitted by a Joint Venture (JV) of two firms as partners. There shall be one lead partner and one other partner.

2. All the partners shall collectively meet the technical requirement **in totality** given at para ix. (a) & (b) above.

3. Any partner of the JV can be declared as lead partner, if the proposed **lead partner** meets the financial criteria as mentioned at para 2.3.2 and also having the minimum technical experience of:

A. <u>In case of tenders/bids invited for construction of 33KV New GIS Bays:</u>

One of the partner(s) of JV must meet the Technical Experience criteria and the requirements stipulated under Route-1 as per para ix.(a) above.

B. <u>In case of tenders/bids invited for construction of 33KVnew AIS Bays :-</u>

At least construction of 02 nos. bays of 33KV or higher voltage level on turnkey basis in132/33KV GSS or above voltage class substation on turnkey basis.

4. Other JV partner shall individually meet the financial criteria as mentioned at para 2.3.2 and also having the minimum technical experience of:

A. <u>In case of tenders/bids invited for construction of 33KV New GIS Bays:</u>

The other partner(s) of JV must meet the Technical Experience criteria and the requirements stipulated under Route-1 as per para ix.(a) above

OR

must have erected, tested and commissioned at least two (2) nos. GIS/AIS Circuit Breaker equipped bays@ of 33kV or above voltage level during the last seven (07) years in India and these bays @ must be in satisfactory operation for at least one (1) year as on the originally scheduled date of bid opening.

B. <u>In case of tenders/bids invited for construction of 33KVnew AIS Bays :-</u>

At least construction of 01 nos. bay of 33 KV or higher voltage level on turnkey basis in132/33 KV GSS or above voltage class substation on turnkey basis.

5. **The proposed minimum technical experience for each of the other JV partner(s) mentioned at para (c) (4) will be applicable for the tenders having estimated cost is more than Rs. 25.00 Crs. (Rupees Twenty Five Crores).**

In case, if the estimated cost of the tender is upto Rs. 25.00 Crs. (Rupees Twenty Fifteen Crores), then the minimum technical experience for each of the other JV partner(s) as mentioned at para (c) (4) will not be required.

However, all the partners jointly shall meet the minimum technical experience as mentioned at para ix (a) & (b) in the SBD.

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

Note:-

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central /State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.

- (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.

2.1.3 In case bidder is a holding company, the technical experience referred to in clause 2.1.1/2.1.2 above shall be of that holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred to in clause 2.1.1 /2.1.2 above shall be of that subsidiary company only (i.e. excluding its holdingcompany).

2.1.4 Onaseparatepage,usingthefollowingformat,theBidder is requestedtofurnishdetails ofpreviousexperienceagainsttherequirementsdetailedatpara2.1.1/2.1.2above,onthe basis of which the Bidder wishes to qualify. The information is to be summarised using following format for each previous experience of the Bidder on separatesheets.

(Thebiddershallattachdocumentaryevidence,suchascopiesofutilitycertificates etc., in support of its general experience as listed in the following proforma for each experience/Contract just belowit)

<u>Format A:</u> **Format for the Bidder (Single Firm / Partner in case of Joint Venture)** **[In case of Joint Venture bidder, the QR data of each of the partner is also is to furnished, as applicable, using this format]**		
Name of the Bidder (Single Firm/Lead partner/Partners of a JV)		
1.	Name of Contract (Executed during the last **07** Years as on the originally scheduled date of bid opening).	
2.	Contract Reference No. & Date of Award (for each contract seperately)	
3.	Name and Address of the Employer/Utility for whom the Contract was executed by bidder/ Parent Company (Principals)/ Collaborator e-mail ID TelephoneNo. FaxNo.	……. ……. ……. ……. …….

4.	Details/features of the Contract undertaken relevant to the stipulated QR (the experience related to the Voltage Level equal to or above of the voltage rating of tendered Substation/ Line project only, should be furnished): Name of **Substation/Switchyard/Line** Details of **Substation/ Switchyard/ Line commissioned:-** Voltage Level of Substation/ Switchyard/ Line No. of Transformers commissioned for the above Substation/Switchyard MVA rating of Transformers commissioned for the above Substation/Switchyard Type of Conductors strung /commissioned for the above Line Length of Transmission Line strung/commissioned for the above Line (to be furnished for each line of eachcontract) No. of Pile foundations done for River Crossing the above Line (to be furnished for each line of each contract) Depth of Pile foundations done for River Crossing theaboveLine(tobefurnishedforeachlineofeach contract) TypeofEarthwire/OPGWcablesusedfortheabove Line (to be furnished for each line of eachcontract) (a) Nos. of Circuit Breaker Bays *(Attach proof of nos. of Circuit Breaker Bays)* (b) Nos. of Single Phase CTs or Bushing CTs inthe Bay *(Attach proof of nos. of CTs in the Bays)*	

	(c) Nos. of Disconnectors/ Isolators in the Bay *(Attach proof of nos. of* Disconnectors/ Isolators *in the Bays)* Whether scope also include civil works of tower foundations, equipment foundations, control room building etc and erection, testing and commissioning.	
5.	**Date of Commissioning** Period (no. of years) of satisfactory operation of **Substation/ Switchyard/ Line** as on the originally scheduled date of bid opening. *"Satisfactory Operation" means Certificate issued by the Employer i.e. Central/State Power Utility certifyingtheoperationwithoutanyadverseremark*	_____ _____years
6.	Scope of work involved in the above Contract _____	□ Design □ Manufacture □ Supply □ Testing □ Erection Installation & commissioning *(Tick only whichever is/are applicable)*
7.	Capacity in which the Contract was undertaken (Check One)	ime Contractor □ Sub - contractor □ Partner of JV. (In case of JVcopy of JV agreement, against which the work experience have been claimed, should be furnished) *(Tick whichever is applicable)*
8.	Details of documents submitted in the Bid in support of stated experience/Contract _____	

(**Use separate sheet for each experience/ Contract**)

2.1 Financialrequirement

2.2.1 FinancialPosition

a) Net Worth for last 3 financial years should bepositive.

b) Minimum Average Annual Turnover *(MAAT) for best three years (i.e. 36 months) out of last five financial years of the bidder should be minimum 50% of estimated value of the particular tender for which bid issubmitted.

c) Bidder shall have liquid assets (L.A.) or/and evidence of access to or availability of credit facilities of not less than 10% of estimated value of the particular tender for which bid issubmitted.

**** Note:-***

- *In case Bidders to qualify for more than one package, their financial position specified above shall not be less than the sum of the requirement for the packages they propose to qualifyfor.*
- *Annual total income as incorporated in the profit & loss account except non-recurring income e.g. sale of fixedassets.*
- *The tenderer should furnish copy of latest GST Registration certificate EPF code number & Copy of PANNumber.*
- *As per IND/AS guidelines, Net worth means the sum total of the Equity Share Capital and free reserves (excluding reserves created out of revaluation) reduced by aggregate value of accumulated losses (including debit balance in profit and loss accountforcurrentyear&Miscellaneousexpenditurestotheextentnotwritten off and carry forward losses) and intangible assets. Further, promoter should not use debt to infuse equity share capital in the biddingentity.*

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

Note:

(i) In case bidder has established Gas Insulated Switchgear (GIS) manufacturing facility in India and yet to complete three (3) financial years, the Net Worth and average of the turnover as per financial statement for completed financial years shall be considered for the purpose of compliance to the specified Net Worth and MAATrequirements.

(ii) In case of bidder qualifying through Route-3 as per para 2.1.1.A but not meeting theFinancialPositionrequirementasabovealongwithnote(i),thefollowingshallbeappl icable:

In case bidder is yet to complete five (5) years from the date of commercial production of such equipment(s) but no later than seven (7) years from the

Dateofincorporationofthesaidcompanyasontheoriginallyscheduleddate of bidopeningasabove,thefinancialpositionrequirementasperpara2.2.1& (c) of parent/principal company providing collaboration for technological support shall be considered. However, once he meets the turnover requirement on their own or completes five (5) years from the date of commercial production of such equipment (s) in India but no later than seven (7) years from the date of incorporation as on the originally scheduled date of bid opening as above, the financial position requirements as specified at 2.0 (b) and (c) above shall also be required to be met by such bidder on their own as per note (i) above and not based on their parent/principal company. Further, in case the bidder is yet to completeone (1) financial year, the Net worth requirement as per para 2.2.1 (a) above of parent/principal shall be considered.

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

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

2.3 JOINT VENTUREFIRMS:

2.3.1 Technical experience in case of Joint Venture:

6. Bid can be submitted by a Joint Venture (JV) of two firms aspartners. There shall be one lead partner and one other partner.

7. Allthepartnersshallcollectivelymeetthetechnicalrequirement**intotality**givenat para 2.1.1 / 2.1.2above.

8. AnypartneroftheJVcanbedeclaredasleadpartner, iftheproposed**leadpartner** meetsthefinancialcriteriaasmentionedatpara2.3.2andalsohavingtheminimum technical experienceof:

a. **In case ofSub-Station:**

i. **In case of tenders/bids invited forconstruction of New GIS GSS/ GISBays:**

(a) One of the partner(s) of JV must meet the Technical Experience criteria and the requirements stipulated under Route-1 or Route-2 or Route-3 as per para 2.1.1.Aabove.

(b) The other partner(s) of JV mustmeet the Technical Experience criteria and the requirements stipulated under Route-1 or Route-2 or Route-3 as per para 2.1.1.Aabove.

OR

must have erected, tested and commissioned at least two (2) nos. GIS/AIS Circuit Breaker equipped bays@ of 345kV or above voltage level (220 KV or above voltage level / 110 KV or above voltage level, as the case may be) during the last seven (07) years in India and these bays @ must be in satisfactory operation for at least one (1) year as on the originally scheduled date of bid opening.

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

(A) at least construction of **05 nos. bays** of 400 KV or higher voltage level on turnkey basis in case of construction of 400/220 KV or 400/132 KV NewGSS.

(B) at least construction of **05 nos. bays**of 220 KV or higher voltage level on turnkey basis in case of construction of 220/132 KV NewGSS.

(C) at least construction of **05 nos. bays**of 132 KV or higher voltage level on turnkey basis in case of construction of 132/33 KV NewGSS.

iii. **<u>In case of tenders/bids invited for construction of new Baysof new Bays/ R&M of GSS / Addition/ Replacement /Capacity Augmentation of Power Transformer inGSS:</u>**

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

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

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

b. <u>In case of TransmissionLine:</u>

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

(A) at least completion of 25% of tender quantity on turnkey basis of 400 KV or Higher Voltage Level Transmission Lines in case of construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

(B) at least completion of 25% of tender quantity on turnkey basis of 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

(C) at least completion of 25% of tender quantity on turnkey basis of 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ SecondCircuitStringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has

beeninvited.

(D) Atleastcompletionof25%oftenderquantityonturnkeybasis of33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

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

(i) All the Partners of JV/Consortium shall meet collectively the requirement of Clause A & B given at para 2.1.2 (i)B / 2.1.2 (iv) above.

(ii) Each of the partners of the joint venture/Consortium must meet the minimum qualifying requirements as mentioned in clause No. A or B given at para 2.1.2 (i) B / 2.1.2 (iv)above.

9. Each of the other JV partner(s) shall individually meets the financial criteria as mentioned at para 2.3.2 and also having the minimum technical experience of:

a. <u>Construction of New GIS GSS/ GISBays:</u>

As per clause no. 2.3.1(iii) a.i. above.

b. <u>Construction of new GSS / Bay Extension work / R&M of GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer inGSS:</u>

i. <u>JV partner who are not manufacturer/ equipmentsupplier:</u>

(A) at least construction of 02 nos. bays of 400 KV or higher voltage levelonturnkeybasisincaseofconstructionof400/220KVGSS/ 400/132 KV GSS / 400 KV Bay Extension work / R&M of 400/220 KV GSS / R&M of 400/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

(B) at least construction of 02 nos. bays of 220 KV or higher voltage levelonturnkeybasisincaseofconstructionof220/132KVGSS/ 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

OR

at least construction of 04 nos. bays of 132 KV voltage level on

turnkey basis in case of construction of 220/132 KV GSS / 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS

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

OR

ii. <u>JV partner who are manufacturer/ equipmentsupplier:</u>

(A) at least construction of 01 no. bay of 400 KV or higher voltage levelonturnkeybasisincaseofconstructionof400/220KVGSS/ 400/132 KV GSS / 400 KV Bay Extension work / R&M of 400/220 KV GSS / R&M of 400/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

(B) at least construction of 01 no. bay of 220 KV or higher voltage levelonturnkeybasisincaseofconstructionof220/132KVGSS/ 220 KV Bay Extension work / R&M of 220/132 KV GSS/ Addition/ Replacement /Capacity Augmentation of Power Transformer in GSS.

OR

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

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

c. <u>In case of construction of TransmissionLine:</u>

(For construction of New Transmission Line / Second Circuit

Stringing / Re-conductoring of Transmission Line with ACSR Conductor)

JV partner who are not manufacturer/ equipment supplier:

(A) Atleastconstructionof10%oftenderquantityonturnkeybasisof 400 KV or Higher Voltage Level Transmission Lines in case of construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

(B) Atleastconstructionof10%oftenderquantityonturnkeybasisof 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

OR

Atleastconstructionof20%oftenderquantityonturnkeybasisof 132 KV Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has beeninvited.

(C) Atleastconstructionof10%oftenderquantityonturnkeybasisof 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has beeninvited.

(D) Atleastconstructionof10%oftenderquantityonturnkeybasisof 33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

OR

i. JV partner who are manufacturer/ equipmentsupplier:

(A) at least construction of 5% of tender quantity on turnkey basisof 400 KV or Higher Voltage Level Transmission Lines in case of construction of 400 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductoras the case may be for which tender has beeninvited.

(B) at least construction of 5% of tender quantity on turnkey basisof 220 KV or Higher Voltage Level Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has beeninvited.

OR

at least construction of 10% of tender quantity on turnkey basis of 132 KV Transmission Lines in case of construction of 220 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has been invited.

(C) at least construction of 5% of tender quantity on turnkey basisof 132 KV or Higher Voltage Level Transmission Lines in case of construction of 132 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has beeninvited.

(D) at least construction of 5% of tender quantity on turnkey basisof 33 KV or Higher Voltage Level Transmission Lines in case of construction of 33 KV Transmission Lines/ Second Circuit Stringing / Re-conductoring of Transmission Line with ACSR Conductor as the case may be for which tender has beeninvited.

10. The proposed minimum technical experience for each of the other JV partner(s) mentioned at para 2.3.1 (iv) will be applicable for the tenders having estimated cost is more than Rs. 25.00 Crs. (Rupees Twenty Five Crores).

In case, if the estimated cost of the tender is upto Rs. 25.00 Crs. (Rupees Twenty Fifteen Crores), then the minimum technical experience for each of the other JV partner(s) as mentioned at para 2.3.1 (iv) will not be required.

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

11. In case, Tenders are invited for construction of new GIS GSS/ construction of new GIS Bays/ new GSS/ construction of new bays / R&M of GSS /Addition/ Replacement / capacity Augmentation of Power Transformer in GSS (As per clause 2.1.1 above) along with construction of new Transmission Line/ Second Circuit Stringing/Re-conductoring of transmission Line/ construction of 132 KV Transmission Line with XLPE underground Cable (including supply, laying and commissioning etc.)(As per clause 2.1.2 above) :-

Apart from minimum technical experience for each of JV Partner(s) mentioned at Para 2.3.1 (iii) & (iv), the joint venture firms having following minimum technical experience can also participate: -

(a) The bidder having experience of criteria mentioned at (2.1.1 above) only, can participate through Joint venture along with bidder having experience of criteria at (2.1.2 above) or vice- versa.

(b) All the partners shall collectively meet the technical requirement in totality given at para 2.1.1 / 2.1.2".

(c) Any partner of the JV can be declared as lead partner, if the proposed lead partner meets the financial criteria as mentioned at para 2.3.2 above.

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

Note:-

- (#) Satisfactory operation means certificate issued by the Employer i.e. Central /State Power Utility certifying the operation without any adverse remark. Certificate issued by Joint Venture Company of Central / State Power Utility / Major Qualified Transmission Companies (Transmission Licensee(s)) will also be considered, provided it is supported by Purchase Order & Work Order Copies and satisfactory completion & operation certificate without any adverse remark. Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuing authority.

- (##) The date of issue of performance certificate should be on or before the date of opening of Part I i.e. Techno-commercial part of the tender/bids. The performance certificate issued after opening of the Part I i.e. Techno-commercial part of the tender/bids shall not be considered.

2.3.2 <u>Financial Requirement in case of Joint Venture:</u>

(i) Incaseabidissubmittedbya JointVenture(JV)oftwofirmsaspartners, theJointventure**shallmeetcollectivelyalltherequirement**ofpara2.2.1(b)& (c) above.

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

a. All the partners of the JV shall meet individually the Financial Position criteria given at 2.2.1 (a)above.

b. The lead partner shall meet not less than 40% of the Financial Position criteria given at para 2.2.1 (b) & (c) above for MAAT and LA/ Credit Facility. It should be best out of last threeyears.

c. Each of the other JV partner(s) shall individually meet not less than 25% of the Financial Position criteria given at para 2.2.1 (b) & (c) for MAAT and LA/ Credit Facility. It should be best out of last threeyears.

Note:

- If the bidder (Single/Partner of JV) submits technical experience of a joint venture in which the bidder was one partner, proportionate technical experience will be considered as per its share in the joint venture. Copy of Joint Venture Agreement indicating the share of each JV partner shall be submitted in the Bid forabove.
- The joint venture agreement should delineating precisely the roles, responsibilities and obligations of each partners in the contract, notwithstanding the joint and several responsibility and liability for every stage including and not limited to planning, design, manufacturing, supply, installation, commissioning andtraining.
- Incase,thedetailedroles,responsibilitiesandobligationsofeachpartnerso f JV are not clear in the JV agreement, the certificate issued by the end user/ utility shall be considered.Further, the Employer reserves the rights to independently verify such certificates submitted by the bidder from the issuingauthority.

- *Successful execution of the contract awarded to the firm by various customer/utility as well as number of years of satisfactory operation as on date of tender must be certified by the concerned customers and must accompany copyofletter of award/work order failing which the firm will not be consideredeligibleto meet the qualifyingrequirements.*

- Sublette/back-to-backworkwillnotbeconsideredfortechnicalexperience. Only the work awarded by a customer directly to the firm for which the certificate is issued by the customer to the firm will beconsidered.

  Further, in case where the complete work awarded by any utility to any other agency and subsequently subletted to other agency, the experience of the agency on which the order has been directly placed by utility, will be only considered for evaluation of qualification purpose.

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

Further, only the representative of lead partner shall be authorized by Joint Venture agreement/Power of Attorney to have direct role in project implementation. Only he/she shallbeauthorizedtointeractwiththepurchaserforsigningofbid,executionofcontract, receiving payment and all such matter relating to projectexecution.

2.4 The Bidder shall also furnish following documents/details with itsbid.

2.4.1 The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding the date of submission of bid.

Note:

I. In the event the bidder is not able to furnish the information of its own (i.e separate),beingasubsidiarycompanyanditsaccountsarebeingconsolidatedwith its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (not of its group/Holding/Parent Company) duly certified by any one of the authority [(i) Statutory Auditor of the bidder /(ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case maybe.

II. Similarly,ifthebidderhappenstobeaGroup/Holding/ParentCompany,thebidder should submit the above documents/information of its own (i.e. exclusive of its subsidiaries) duly certified by any one of the authority mentioned in Note-Iabovecertifying that these information/documents are based on the audited accounts, as the case may be.

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

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

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

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

2.6 BIDCAPACITY

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

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

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

N= No. of years prescribed for completion of works for which bids are invited. Considering the project completion period of 24

months, N=2 (i.e. for 18 months, N=1.5)

M =3

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

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

2.6.2 In case of JV, bid capacity of each JV partner will be considered in the ratio of their share in the JV agreement. The aggregate bid capacity of the JV will be sum of the proportionate bid capacities of individual partners. For example, if the share in JV agreement of two firms is65%and 35% and the individual bid capacities are AandB respectively. Then the aggregate bid capacity of JV will be 65% of A+ 35% of B.

2.7 In case of a Joint Venture, the following conditions shall alsoapply.

(a) The specified form of Agreement shall be signed so as to be legally bindingonallpartners (formenclosed.)

(b) One of the partners shall be nominated as lead partnerand this authorizationshallbeevidencedby submitting a power of attorney signed by legallyauthorizedsignatories of all thepartners.

(c) The lead partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture, and the entireexecution ofthecontract,includingpaymentshallbedone exclusively with the lead Partner as per Power conferred to him in the power of Attorney.

(d) All partners shall be liable jointly and severally for the execution of

thecontractin accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under para mentioned above as well as in the bid forms and in the contract forms (in case of a successfullbid).

(e) Agreement entered into by the Joint Venture Partners shall be submitted with the bid indicating the share of each JV partner in thejoint venture.

2.8 The bidder shall also furnish following document details with itsbid.

i. A certificate from banker (in suitable format) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Suchcertificate should have been issued not earlierthan three months prior to the date of tender. Whenever necessary, EMPLOYER or EMPLOYER as the case may be may make queries with the Bidder'sBankers.

ii. The complete annual reports together with Audited statement of accounts of the company for last five years of its own (separate) immediately preceding thedate of submission ofbid.

2.9 In the event the bidder unable to furnish the information of its own (i.e.,separate), being a subsidiary company and its accounts are being consolidated with its group/holding/parent company, the bidder should submit the audited balance sheets, income statements, other in formations pertaining to it only (not of its group/Holding/Parent Company) duly certified by anyone of the authority [(i) Statutory Auditor of the bidder (ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are based on the audited accounts as the case may be.

2.10 Similarly, if the bidder happens to be a Group/ Holding /Parent company, the bidder should submit the above documents/informations of its own only (i.e., exclusive of its subsidiaries) duly certified by anyone of the authority mentioned in para 2.9 above certifying that these information /documents are based on the audited accounts as the case may be.

2.11 The bidder should provide detailed information on any litigation or arbitration arising out of the contracts completed or under execution by it over the last five years. A consistent history of awards involving litigation against the Bidder or any partner of J.V may result in rejection of bid. An affidavit in this regard is also to besubmitted.

2.12 Any firm participating in this bid jointly with one lead partners in any capacityshall not be associated with any other firm/lead partner quoting for this bid in any capacity (eitherasJointVenturePartnerorasasubcontractor)Leadpartnerisalsonotpermittedto quote for this bid separately with different partners as a second bid. This practice means that anyleadpartnerorassociateorpartnercanparticipateinoneandonlyonebid.

2.13 The tenderer shall include the following information and documents with theirtenders in the

Performaenclosed.

i. Copies of original documents defining the constitution or legal status, placeof registration and principal place ofbusiness.
ii. Written power of attorney of the authorized signatory of the bidder tosubmit the tender.
iii. ReportsoffinancialstandingoftheTenderersuchasprofitandlossstatements and auditor's report for the past fiveyears.
iv. A certificate from a bank or reputable firm of accountants conforming the liquidity (liquid asset and credit facilities) of the tenderer, such certificate should nothavebeenissuedthreemonthspriortothedateofbidopening.
v. Evidence of adequacy of working capital for this contract i.e. evidence ofaccessofline (s) of credit and availability of other financialresources.
vi. Authority to seek references from the Tenderersbankers.
vii. Information regarding any current litigationin which thetendereris involved, the parties' concerned and disputedamount.
viii. Statement of safety policy and safety statistics for the last 5years.
ix. Copy of QA certification and associateddocumentation.
x. Copy of environmentalpolicy.

2.14 Notarized affidavit will be submitted by the bidder along with the tenderthat;

a. The bidder has not been blacklisted/ debarred by any State Govt. /Central Govt. / Govt. undertaking in India/ BSPHCL and its subsidiary companies as on the final date of submission of bid/ proposal.
b. Its agreement/work order has not been terminated on account of performance in past three years by any State Govt. /Central Govt. / Govt. undertakinginIndiaasonthefinal dateofsubmission of bid/Proposal.

2.15 Bidder who is blacklisted/debarred by any State Govt./Central Govt. / Govt. undertaking in India or BSPHCL and subsidiary companieswill not be eligible for participating in the bid. In case of false declaration, the earnest money deposited by the bidder will be forfeited and appropriate action as decided by the BSPTCL shall be taken.

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

2.17 Not standing anything mentioned anywhere in the Tender document the following condition shall prevail:-

The Orders (PPP-MII Orders) issued by Govt. of India regarding Public Procurement (Preference to Make in India) circulated vide DIPP NotificationNo.-P-45021/2/2017-B.E-II dated 15.06.2017, its revision vide DIPP Notification No.-P-45021/2/2017-PP(B.E-II) dated 28.05.2018, Order no. P-45021/12/2017-B.E.-II dated 29.05.2019, the revised 'Public procurement (Preference to Make in India),Order 2017" dated 04.06.2020 and Public Procurement (Preference to Make in India) to provide Purchase Preference (linked with

local content) in respect of Transmission Power Sector circulated vide MoPNotification No.- 11/05/2018-Coord dated 20/12/2018, dated 28/07/2020 & 17/09/2020, and the Order issued to protect the security, integrity and reliability of the strategically important and critical power supply system and network in the country circulated vide MoP, GoI notification no.- 25-11/6/2018-PG dated 02.07.2020 and any subsequent amendments/modifications relevant for EPC contract shall be essentially complied by the bidders.

The local content percentage prescribed by the MoP, GoI vide Notification No.- 11/05/2018-Coord dated 20/12/2018 and subsequent modification/amendment dated 28/07/2020 shall be applicable as on the date of issue of the Tender Notifications i.e. for NIT No. –……../PR/BSPTCL/20…….

The required documents and statements with details about the value addition for the purpose of meeting the Minimum Local Content, Affidavits of self-certification regarding Minimum Local Content in line with PPP-MII Orders to be submitted by the bidders along with their bids on a Non-Judicial Stamp Paper of Rs1,000/-.

Also, Certificate from statutory Auditor or Cost Auditor or Cost Accountant or Chartered Accountant giving the percentage of Local Content, in line with PPP-MII orders to be submitted by the bidders along with their bids on the letter head of issuer.

All the guidelines and orders issued by MoP, DPIIT, CEA and MoF with reference to the imported items for the equipment's/ components/ parts/ services from time to time for EPC contracts will be applicable.

Accordingly, all equipment's/ components/ parts/ services complying the instructions in respect of communicable parts/non-communicable parts/testing and their protocols/safe to connect and cyber security from the designated testing centres/labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders issued from time to time by MoP, MoF, DPIIT and CEA, shall only be offered for vendor approval/ adoption by BSPTCL.
An affidavit on the stamp paper of Rs. 1000/- by the EPC contractor/ Bidders (as per relevant annexed format),andManufacturer, regarding compliances of all the directives issued by MoP, DPIIT, CEA, and MoF as well as successful testing of the equipment/ components/ parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications shall be furnished with the proposal of the bidding or/and vendor approval/ adoption, otherwise the Bids shall be liable to be out rightly rejected.

If any details of the above statement is found incorrect/wrong/ false after the supply, the penalty action shall be taken by BSPTCL as deemed fit as well as other authority as per the order.

- No proposals for vendor approvals/ adoptions or/and supply of equipments shall be entertained in case of non-compliance of the above-mentioned orders/ guidelines/ clarifications.
- Delay, if any, on this account shall be on the parts of bidders.

In continuation of various order issued by Ministry of Power regarding supply & testing of imported items in Power sector, MoP (and DPIIT) has issued order regarding testing protocol of Power system equipment for use in the supply system and network in the country for cyber security vide order No.- 12/34/2020- T&R, dated- 08.06.2021 of MoP and CEA order No.- CEA/PLG/R&D/MII/2021, dated-11.06.2021 will have to be complied. Any subsequent modifications/ amendments/ orders/ clarifications issued by MoP and CEA will also have to be complied.

Note:-1) The confirmation and detail about statement regarding local content, communicable equipment, components, parts, services etc, imported, country of import, communicable or non-communicable etc. shall furnish by the manufacturer / equipment supplier as well as bidder/ contractors/ EPC agency on the Non- Judicial stamp paper of Rs 1000/-.

2) Any details of the above statement is found incorrect/wrong/ false after the supply, the penalty action shall be taken by BSPTCL as deemed fit as well as other authority as per the order.

VOLUME-I: SECTION IV GENERAL CONDITIONS OF CONTRACT

(GCC)

SECTION IV: GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS OF CONTRACT (GCC)

1. PREAMBLE

The Section -IV of the Bidding documents constitutes the General Conditions of Contract (GCC).ItprovidesalltherightsandobligationsofthepartiesundertheContract.ThisGCCisuniformly applicable to all the EPC Contracts of EMPLOYER under different schemes. The document is to be read in totality and its individual Clauses are to be construed and constructed accordingly. Provisions of GCC are to be read and interpreted along with Special Conditions of the Contract (SCC) provided in Section- V of the Bidding DocumentsIncaseofanyconflictbetweenaprovisionofGCCandthatofSCC,thenecessary provisions of SCC shallprevail.

A. DEFINITIONS ANDINTERPRETATION

2. DEFINITIONS

2.1 The following words and expressions shall have the meanings hereby assignedtothem:

a. "Arbitrator" means theperson or persons appointed under this agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred bytheparties pursuant to GCC Sub- Clause 41 (Arbitration)hereof.
b. "Associate" means a party who has been employed by the Contractor to independently execute a pre-selected part of facilities of the contract andgranthim the associated contractual responsibilities, without diluting in any manner the overall responsibility of the contractor in respect of the Facilitiesunder the contract.
c. "Collaborator" or"Parent Company" means firms/corporations who have provided technological support to the manufacturer for establishing production line for the specific Equipment.
d. "Commissioning" means operation of the Facilities or any part thereof, being put to operation after successful testing, as per conditions of the Contract as specified in the Technical Specifications, as provided in relevant provisions pertaining to Commissioning in the GCC for the purpose of Trial – Operation.
e. "Completion" means that Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition and that all works in respect of pre-commissioning of the Facilities (or a specific part thereof where specific parts are specified in the contract) has been completed (wherever required, as per Technical Specifications) and Commissioning followed by Trial - Operation has been completed, as provided in Clauses pertaining to Completion of Facilities in the GCC and/or SCC as the case may be
f. "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred totherein.

g. “Contract Documents” means the documents listed in Clause 1.1 of Article 1 (Contract Documents) of the Form of Contract Agreement (including any amendments thereto); Volume-I: Section-VI.

h. “Contract Price” means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement, subject to such additions or deductions there from, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the “Contract Price” means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement.

i. “Contractor” means the firm or firms whose bid for the Contract has been accepted by the Employer and is named in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

j. “Contractor’s Equipment” means all plant, facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

k. “Contractor’s Representative” means such person nominated by the Contractor and approved by the Employer in the manner providedinGCC(Contractor’s Representative and Construction Manager) to perform the duties delegated by the Contractor.

l. “Day” means calendar day ofthe Gregorian calendar.

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

n. “EffectiveDate”meansthedateofNotificationofAward/ LetterofIntentfromwhichthe Time for Completion shall be determined.

o. “Employer” means BSPHCL and itsall subsidiary companies (EMPLOYER, BSPTCL) pertaining to contracts in its respectivejurisdiction.

p. “Facilities” means the Plant and Equipment to be supplied and installed, tested, commissioned and put to operation as per theContract.

q. “GCC” means the General Conditions of Contracthereof.

r. “GuaranteeTest(s)”meansthetest(s)specified in theTechnicalSpecifications to ascertain whethertheFacilitiesoraspecifiedparthereof is able to attaintheFunctionalGuarantees specified in theTechnicalSpecifications)during/aftersuccessfulCommissioningfollowed by Trial -Operation.

s. “Installation Services” means all those services ancillary to the supply of the Plantand Equipment for the Facilities to be completed as per Contract; e.g., transportation and provision of insurance, inspection,, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.

t. “Month” means calendar month of the Gregorian Calendar.

u. “Notification of Award/ Letter of Intent” means the official notice issued by the Employer to the Contractor notifying acceptance of his Bid.

v. “OperationalAcceptance”meanstheacceptancebytheEmployeroftheFacilities(orpart thereof in conformity with the provisions of the Contract there of as per Contract), which certifies the Contractor’s fulfilment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of this GCC (Operational Acceptance) hereof after successful Commissioning followed by Trial - Operation.

w. “Owner” means BSPHCL and itsall subsidiary companies (EMPLOYER, BSPTCL) for contracts under their jurisdiction and shall include legal successors or assign.

x. “Plant and Equipment” means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract, but does not include Contractor’s Equipment.

y. “Pre-commissioning” means testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning asprovidedinthis GCC Sub-Clause 20.1.2 (Pre-Commissioning) hereof.

z. “Engineer”or“Engineer- in Charge”or“ProjectManager”meansthepersonappointedby the Employer to perform the duties delegated by theEmployer.

aa. “SCC” means the Special Conditions of Contract.

bb. “Site” means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

cc. “Subcontractor”/”vendor”/”sub-vendor means firms/ corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with prior consent of the Employer in writing, and includes its legal successors or permitted assigns.

dd. “Taking Over” means the Employer’s written acceptance of the Facilities under the Contract, after successful Trial - Operation for the specified period in accordance with the Contract, as provided in GCC Sub-Clause 20.1.5.

ee. “Time for Completion” means the time within which Completion of the Facilities is to be achieved under this contract as per conditions and specified either as a whole or part where separate Time for Completion for such par is prescribed in the Contract.

ff. “Scheduled Bank” means a bank included in the second schedule to the Reserve Bank of India Act, 1934, as modified from time to time.

gg. “Specification” (i) means the Specification referred to in the Contract and any modification thereof or addition thereto, as approved in writing by the Engineer. (ii) “Drawings” means the Drawings of the Works, as included in the Contract and any additional / modified Drawings approved by the Engineer from time to time. (iii)“Bill of Quantities” means the priced and completed bill of quantities forming part of the Tender.

hh. “Terms and expressions not herein defined” shall have the meanings assigned to them in the “Indian General Clauses Act, 1897” or the Indian Contract Act 1872 or the Indian Sale of Goods Act or any other applicable Indian Law, as the case may be.

3. INTERPRETATION

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

a) Words indicating one gender include allgenders;

b) Words indicating the singular also include the plural and words indicating the plural also include the singularand

c) "Written" or "in writing" means hand-written, type written, printed or electronically (email, Fax) made and resulting in a permanentrecord.

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

3.2 Contract Documents

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

3.3 Order of Preference (Priority of Documents)

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

a) The Contract Agreement (along with thepert chart andconstructionschedule as submitted andfinalized.

b) The Letter of Intent and itsAcceptance

c) The Notice Inviting Tender (NIT)/ Instructions to Tenderers(ITT)

d) Special Conditions of Contract.(SCC)

e) General Conditions of Contract.(GCC)

f) Drawings

g) Technical and otherSpecifications

h) Schedules and any other document forming part ofContract

3.4 Communication and Language of the Contract

3.4.1 Communications to be inwriting

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

3.4.2 Language of Contract

The Contract document shall be inEnglish

3.5 Joint and Several Responsibility

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

a. These Persons/Firms shall be deemed to be jointly and severally liable to the Employer for the performance of theContract;
b. these Persons/Firms shall notify the Employer of their leader who shall have authoritytobindtheContractorandeachofthesepersons;and
c. the Contractor shall not alter its composition or legal status without the prior consentoftheEmployerduringthependencyofthecontract

3.6 Entire Agreement

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

3.7 Amendment

No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorizedrepresentativeof each partyhereto.

3.8 Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractorin connection with the performance of the Contract shall be under the complete control of the ContractorandshallnotbedeemedtobeemployeesoftheEmployer,and

nothing contained inthe 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 theEmployer

3.9 Non-Waiver

3.9.1 Subject to GCC sub clause 3.9.2 below, No relaxation, forbearance, delay orindulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.9.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of theparty granting such waiver, and must specify the right and the extent to whichit is being waived.

3.10 Severability

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

3.11 Notices

3.11.1 UnlessotherwisestatedintheContract,allnoticestobegivenundertheContractshallbein writing, and shall be sent by personal delivery, Registered post acknowledgement due, special courier, reputed courier services, emailing of scanned signed notice or through email in urgent situations, to the address of the relevant party set out in the Contract Agreement.

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

3.12 Governing Law &itsJurisdiction

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

B. SUBJECT MATTER OF CONTRACT

4. SCOPE OFFACILITIES

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

4.2 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Completion of the Facilities as if such work and/or items and materials were expressly mentioned in the Contract.

4.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period of 15 years from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.

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

i. The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years timetopermit the Employer to procure needed requirements,and

ii. FollowingsuchtermINation,theContractorshallfurnishatnocosttotheEmployerthe blueprints, drawings and specification of the spare parts, ifrequested.

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

5. TIME FOR COMMENCEMENT ANDCOMPLETION

5.1 Both Contractor and the Employer agree that time is the essence ofcommencement and completion of the contract. The Contractor shall commence work from the Effective Date of Contract (i.e. Date of issue of Letter of Intent/Notification of Award)unlessotherwisespecifiedintheSCCandtheContractorshallthereafterproceed with discharge of his obligations on the Facilities in accordance with thetimeschedule specified in the corresponding Appendix - 4 (Time Schedule) to the Contract Agreement of Volume-I : Section-VI (Sample Forms andProcedures).

5.2 The Contractor shall attain Completion of the Facilities (or of a part where theContract provides for part completion) within the time stated under Time forCompletion or within such extended time which the Contractor is granted underprovisions of the Contract.

6. CONTRACTOR'SRESPONSIBILITY

6.1 The Contractor shall design (unless otherwise provided), manufacture (includingassociated purchases and/or subcontracting), install, test, do all pre-commissioning activities, commission and complete the Facilities with due care anddiligence in accordance with the Contract within the original or extended completion period.

6.2 The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities provided by the Employer, and on the basis of information that the Contractor has independently verified the facts about site conditions prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

6.3 The Contractor shall acquire in its name all permits, approvals and/or licensesfromalllocal, state or national government authorities or other statutory,regulatory and public service undertakings as the case may be that are necessary for the performance of the Contract.

> ThisshallalsoincludevisasfortheContractor'sandSubcontractor'spersonnelandentry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of theEmployer.

6.4 The Contractor shall comply with all laws in force in India and the State of Bihar. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel.

6.5 SUBCONTRACTING

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

  Field execution of the contract shall not be sub –contracted without written permission of the Employer.

  On case to case basis, if the employer gets satisfied with, permission for sub- contracting entire or part project execution work may be permitted(level-I). However, further sub-letting of field execution works by sub-contractor (Level-2) shall not be acceptable by Employer. In case of further subletting of contract, it should be construed as non performance and breach of the contract. Contractual action shall then be initiated as per provisions of the contract.

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

6.6 The Contractor shall permit the Employer to inspect the Contractor's accountsand records relating to theContract.

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

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

Similarly the labourcolony,theofficesandtheresidentialareasof the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangement shall be provided by the Contractor,inthework-areas,officeandresidentialareasoftheContractor.

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

replacedwithacceptablematerialsbeforemoving into the construction or storage area.

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

AlltheContractor'ssupervisorypersonnelandsufficientnumberofworkersshallbe trained for fire fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labourcolonyarea etc. Accesstosuchfireprotectionequipmentshallbeeasyandkeptopenatalltimes.

Security: The Contractor shall have total responsibility for all equipment andmaterialsin its custody/stores, loose, semi-assembled and/or erected at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment andworks from theft, fire, pilferage and any other damages andloss.

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

6.11 Contractor's Co-operation with the Employer: In case where the performance of Contractor's work affects the operation of the system facilities of the Employer, such work shall be performed only in the manner stipulated by the Engineer at all times without fail. The Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water, etc. as it may think fit in the interest of the Employer without unduly affecting contractors work and the Contractor shall work with such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentationandother measuring devicesrequired during start- up andoperation of the equipment systems, which are erected by it. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by it, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specifications.

6.12 Compliance with Regulations and Bylaws

The Contractor shall conform in all aspects with:

- TheprovisionofanyenactmentinIndiaasapplicablefromtimetotime
- Theregulationsorbye-lawsofanylocalbodyandutilities.
- The Contractor shall be bound to give all notices required by statute, regulations orby-laws, as aforesaid and to pay all fees and bills payable in respect thereof. The

Contractor will arrange necessary clearances and Approvals before theWorkistakenup.

- IgnoranceofActs,Rules,andRegulationsandBylawsshallnotconstituteabasisforanyclaimatanystageofwork.

7. EMPLOYER'SRESPONSIBILITIES

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

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

7.3 If requested by the Contractor, the Employer shall make best endeavors to assist the Contractorfortimelyobtainingandexpeditiouslypermits,approvalsand/or licenses from government authorities for the execution of thecontract.

7.4 Contract Closing:

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

i. Materialreconciliation,
ii. Payment reconciliations, submission and verifications that reconciliationofpayment toward statutory provisions like GST/ExciseDuty, any other dues etcasrequired.
iii. Approval for extension of Completion period, with or withoutcompensation,as required.
iv. Certification from agency regarding payment of dues to its workers/contract labourers, payment of statutory dues toward Provident Funds, wages etcasrequired.
v. Certification of Engineer & agency to the effect that erection, testing and commissioning of the equipment have been completed as per specificationslaiddown in the contract and defects noted at the time of commissioning and notified to the agency have been liquidated to the satisfaction ofOwner.
vi. Removal of construction meant for site stores, hutment, laborcolonyetc. in the premises ofOWNER.
vii. Certificate from Engineer in charge regarding final amendment ofdrawingsand details of suchamendments.
viii. Certificate by the Engineer in Charge that all as builtdrawings etc. have been received for thecontractor.
ix. Shortfall in equipment / performance Certificate issued by EngineerinCharge,

x. No demand certificate issued by contractor&concernedESE,

xi. Certificate about completion of Defect Liability Period of thepackagebyEngineerinCharge,

xii. Certificate regarding return of BGs / Indemnity Bond by Engineer inCharge/ Finance department.

xiii. Certificate by Engineer In Charge that Contractor has handed over thesitein good working condition after clearing of all his materials andrubbish from thesite.

C. PAYMENT

8. CONTRACTPRICE

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

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

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

8.3 Subject to extant provision in this the Contractor shall be deemed to havesatisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

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

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

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

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

(i) Items covered under CivilWorks:-

(a) PrevailingrateofSORofRCD/BCDofGOBshallbeadopted. However,iftherates areavailableinSORofbothRCD&BCD,inthatcase,lowestrateshallbeadopted.

(b) If the rates are not available in the SOR of RCD/BCD of GOB, in that case rate available in CPWD shall beadopted.

(c) IftheratesarenotavailableintheSORofRCD/BCDofGOB&CPWD, inthatcase rate will be judiciously decided after proper rate analysis based upon the prevailing marketrateofsuchitems, latestordersofBSPTCL/OtherGovt.Utilitiesandmutually agreeable between Employer and theContractor.

(ii) Itemsother than CivilWorks:-

(a) Rate of such items will be taken from latest SOR of BSPTCL.

If rate will not be available in SOR of BSPTCL then rates of such items will be judiciously decided after proper rate analysis based upon latest orders of BSPTCL/ Other Govt. Utilities/ the prevailing market rate of such items and mutually agreeable between Employer and the Contractor.

9. CONTRACTS PRICES

A. CONTRACTS WITH FIRM PRICES

The prices are firm for tenders with completion period up to Eighteen (18) months. No price variation will be allowed under any circumstances.

B. CONTRACTS WITH PRICE VARIATION

Price variation will be applicable for the contracts with completion period more than Eighteen (18) months) on Power Transformer, Transformer Oil & Reactor as per prevalent IEEMA formula -Annexure-II

10. TERMS OFPAYMENT

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

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

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

11. SECURITIES

11.1 Issuance of Securities

The Contractor shall provide the securities specified below in favour of theEmployeratthetimes,andintheamount,mannerandformspecifiedbelow.

11.2 PerformanceSecurity

11.3 The successful bidder shall furnish to the Employer a Performance Securityequivalent to10% of total contract value (supply & erection) towards successful performance of the contract in terms of conditions of the contract. The Performance Security shall be refunded after successful completion of the entire work & taking over of the project & submission of performance guarantee.

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

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

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

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

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

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

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

11.4.7 The successful bidder, after receipt of LOA, shall execute the agreementwithin 30 days of award of the contract after duly furnishing the 10% bank guarantee. If there isdelay beyond the specified period in submission of contract performance BG, 15 days' notice will be given to the successful bidder and after which the Employer may entail cancellation of letter of award after giving another 15 daysfinalnoticeand forfeiting ofEarnest Money/bid guarantee as also detailed under Earnest Money Clause.

11.5 Performance Guarantee

To ensure satisfactory performance of works up to the guarantee period, the contractor shall, after full completion of the work furnish Bank Guarantee of the amount equal to 5%(Fivepercent)ofthevalueoftheorder(supplyanderectionpluscivilwork).TheB.G.of 5% submitted against contract performance guarantee may be adjusted with performanceB.G.

a. In case some items have guarantee period more than that of project, correspondingPerformanceBGwillrequiretobesubmittedandtheperformanceBG would be released only after receipt of suchBG.

b. The validity of BankGuaranteewillbe 60 days beyondGuarantee/warrantee/defect liability period.

c. Ondueperformanceandexecution'oftheorderinallrespects,theBGwillbereturnedthe contractor without any interest on presentation of "NoDemand Certificate."

11.6 Failure of the successful Bidder to comply with the requirements of Clause 11.4 and Clause 11.5 of GCC shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

11.8 Indemnity

11.8.1 For the equipment/material to be provided in the Contract, Contractor shall have responsibility to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorization letter from Employer as per Performa enclosed at Serial No. 9 - 'Form for Indemnity Bond to be executed by the Contractor' of Volume-I: Section VI (Sample Forms and Procedures), in favour of the Employer against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till thescheduled date of Taking Over of the equipment by the Employer.

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

12. TAXES ANDDUTIES

12.1 TheContractor shall be responsible for payment of all taxes, duties, license fees, cessand other such levieslegally payable/incurred until successful completion of the work.

Ifitisstatutoryrequirementtomakedeductionstowardssuchtaxesanddutiesoranyother applicabletaxesandduties,thesameshallbemadebytheEmployerandacertificateforthe same shall be issued to theContractor.

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

12.3 GST, excise duty and other levies for the Equipment/items under 'direct transaction' including local tax as applicable for destination site/state will not be included in the price these amounts will be payable by the Employer on the supplies made by the Contractor but limited to the tax liability on the transaction between the Employer and the Contractor.

12.4 Employer would not bear any liability on account of GST. Employer shall, however, deduct such tax at source as per the rules and issue necessary Certificate tothe Contractor.

12.5 Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract

Agreement should be based on the taxes, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax". If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the contract which was or will be assessed on the contractor in connection with performance of the contract, an equitable adjustment of theContract price shall be made to take into account such change by addition to the Contract price or deduction there from, as the case may be, in accordance with GCC clause 32 (Changes in Laws and Regulations) hereof. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor for which the taxes and duties are reimbursable by the Employer as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the Contractor and also not applicable on the bought out items dispatched directly from sub- vendor's works to site.

D. INTELLECTUALPROPERTY

13. COPYRIGHT

13.1 The copyright in all drawings, documents and other materials containing dataand information furnished to the Employer by the Contractor herein shall remain vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third party, including supplies of materials, the copyright in such materials shall remain vested in such third party.

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

13.2 The copyright in all drawings, documents and other materials containing dataand information furnished to the Contractor by the Employer herein shall remainvested in the Employer.

14. CONFIDENTIALINFORMATION

14.1 The Employer and the Contractor shall keep confidential and shall not, withoutthe written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data and other information it receives from the Employer to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this GCC Article 14.

14.2 The Employer shall not use such documents, data and other information received from the Contractor for any purpose other than the operation and maintenance of the Facilities. Similarly, the Contractor shall not use such documents, data and other information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.

14.3 The obligation of a party under GCC Sub-Clauses 14.1 and 14.2 above, however,shall not

apply to that information which

(a) Now or hereafter enters the public domain through no fault of thatparty

(b) Canbeproventohavebeenpossessedbythatpartyatthetimeofdisclosureandwhich was not previously obtained, directly or indirectly, from the otherpartyhereto

(c) Otherwise lawfully becomes available to that party from a third party that hasno obligation ofconfidentiality.

14.4 The above provisions of this GCC Clause 14 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

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

15. WORKPROGRAM

15.1 Contractor's Organization

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

15.2 Program ofPerformance

Within twenty-one daysof issue of Letter of Intent (LOI)/ NOA the Contractor shall submit to the Project Manager a detailed milestone based program of performance of the Contract (L2 Network) in the form oftheCritical Path Method (CPM), the PERT network, or other internationally used programs and showing the sequence inwhich it proposes to design, manufacture, transport, assemble, install, test and commissioning ofthe Facilities. The program so submitted shall be in accordance with the Time Schedule included in Appendix-4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Engineer In Charge, but without modification in the Times for Completion under and any extension granted in accordance with shall submit all such revisions to the ProjectManager.

15.3 ProgressReport

(a) The Contractor shall monitor progress of all the activities specified in the program referredabove,andsupplyaprogressreporttotheProjectManagereverymonth.

(b) The progress report shall be in a form acceptable to the Project Manager and shall indicate:

i. Percentage completionachievedcomparedwiththeplannedpercentagecompletion / milestone for each activity;and

ii. Whereany activity is behind the program/milestone, giving comments and likely consequences and stating the corrective action beingtaken.

(c) It is understood both by Employer and the Contractor that the Employer is in the processof infusion of technology in monitoring of the project implementation. Thesaidsystemsarelikelytobeinplacesoon. TheContractor agrees to provide

necessary timely input for online real time project monitoringsystem being rolled out by theEmployer.

15.4 Progress ofPerformance

If at any time the Contractor's actual progress falls behind the program referred to in GCC Sub-Clause 15.2, or it becomes apparent that it will so fall behind, the Contractor shall prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under GCC Sub-Clause 4.2, any extension thereof entitled under GCC Sub-Clause34.1, or any extended period as may otherwise be agreed upon between the Employer and the Contractor. If the project manager is not convinced about genuineness of the reason of delay, stage penalty shall be levied in terms of GCC.

15.5 WorkProcedures

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

The Contractor may execute the Contract in accordance with its own standard project execution plans and procedures to the extent that they do not conflict with the provisions contained in the Contract.

16. DESIGN ANDENGINEERING

16.1 Specifications and Drawings

16.1.1 The Contractor shall execute the basic and detailed design and the engineeringwork in compliancewith the provisions of the Contract, or where not so specified, in accordance with good engineering practice.

The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of theEmployer.

16.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.

16.2 Codes andStandards

Wherever references are made in theContract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty- eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by theEmployer.

16.3 Approval/Review of Technical Documents by ProjectManager

16.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix- 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 15.2 (Program of Performance).

Any part of the Facilities covered by or related to the documents to be approved bytheProjectManagershallbeexecutedonlyaftertheProjectManager'sapproval thereof.

16.3.2 Within ten (10) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 16.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons thereof and the modifications that the Project Manager proposes.

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

16.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval within seven days. If it is delayed beyond seven days for reason not in control of contractor, it shall be done with prior approval of project manager. The Project Manager approves the document subject to modification(s), within ten days the Contractor shall make the required modification(s).The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalized with the Contractor.

16.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Arbitrator for determination. If such dispute or difference is referred to an Arbitrator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager’s instructions, provided that if the Arbitrator upholds the Contractor’s view on the dispute and if the Employer has not given notice for Arbitration, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitrator shall decide, and the Time for Completion shall be extended accordingly.

16.3.6 The Project Manager’s approval, with or without modification of the documentfurnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract.

16.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof.

17. PLANT AND EQUIPMENT

17.1 The Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

17.2 Employer-Supplied Plant, Equipment, and Materials

If the corresponding Appendix - 6 (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery,equipmentormaterialstotheContractor,thefollowingprovisionsshallapply:

17.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GCC Sub-Clause 15.2, unless otherwise mutually agreed.

17.2.2 The equipment & materials to be furnished by the Employer shall be supplied to the Contractor at the depots established by the Contractor or the Employer. The Lorry Receipts for the materials will be handed over to the Contractor by the representative of the Employer as and when the same are received. The Contractor shall be responsible for taking delivery of these materials from the railways/road transporter, unloading them from the transporter, carting them to different stores built by him for the purpose, the unloading and cartage being at the cost of the Contractor. However, any toll tax if legally payable by the Contractor shall be reimbursed to him at actuals, subject to production of documentary evidence. All wharfage and demurrage charges incurred due to delay in taking delivery will be to the Contractor's account, except those due to reasons beyond his control in which case the Contractor shall immediately intimate the Engineer for settling the claims. The Contractor shall be responsible for proper handling andstorage of these materials from the time of receipt upto the time of Taking Over of the Facilities by the Employer.

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

17.2.4 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. For the material being arranged by the Employer and supplied to the Contractorfor erection, are received short, broken or damaged, an entry shall be made in the delivery register of the railway authorities/road transporter as far as possible and a report of the same giving full details of shortage and damages along with a copy of report entered in the delivery register of the road transporter/railways shall be submitted by the Contractor to the Project Manager and Employer's consignee immediately. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at

the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this GCC Sub-Clause 17.2.4 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

17.3 Transportation

17.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

17.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment.

17.3.3 Upon dispatch of each shipment of the Plant and Equipment and the Contractor's Equipment, the Contractor shall notify the Employer by fax, email or special courier dispatch of the description of the Plant and Equipment and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the parties.

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

17.4 **Delivery andDocuments**

17.4.1 Delivery Documents

Uponshipment,theContractorshallnotifytheEmployerwithfulldetailsofthedispatchand shall furnish the documents as specified in the corresponding Appendix - 1 (Terms and Procedures of Payment) to the ContractAgreement

17.4.2 Packing

(a) The Contractor shall provide such packing of the Goods as it isrequired to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit andexposure to extreme temperatures, saltandprecipitationduring transit and open storage. Packing case size and weights shall take into consideration,whereappropriate,theremotenessoftheGoodsfinaldestinationandthe absence of heavy handling facilities at all points intransit.

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

17.4.3 Materials Handling and Storage:

(c) All the equipment furnished under the Contract and arriving at Site shallbe promptly received, unloaded, transported and stored in the storage spaces by theContractor.

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

(e) The Contractor shall maintain an accurate and exhaustive recorddetailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

(f) Allequipmentshallbehandledverycarefullyto prevent anydamageorloss.Nobarewire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be movedtotheactuallocationattheappropriatetimesoastoavoiddamageofsuchequipment atSite.

(g) Allelectricalpanels,controlgears,motorsandsuchotherdevicesshallbe properlydriedby heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall beprotectedagainstmoisture ingress and corrosion during storage and periodicallyinspected.

(h) All the electrical equipment such as motors, generators, etc. shall be tested for insulationresistanceatleastonceinthreemonthsfromthedateofreceipttillthedate of commissioning and a record of such measured insulation values maintained by the Contractor.SuchrecordsshallbeopenedforinspectionbytheEngineer.

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

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

(k) All the materials stored in the open or dusty location must be covered with suitable weatherproof and flame proof covering material whereverapplicable.

(l) If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor'scost.

(m) TheContractorshallberesponsibleformakingsuitableindoorstoragefacilities to store all equipment, which require indoor storage. Normally all theelectricalequipmentsuchas motors, control gears, generators, exciters and consumableslikeelectrodes, lubricants etc. shall be stored in the closed storage space. The Engineer,inaddition,maydirectthe Contractor to move certain other materials, which in hisopinionwill require indoor storage, to indoor storage areas, which the Contractor shallstrictly

comply with.

18. INSTALLATION

18.1 Setting Out/Supervision/Labour

18.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its ownexpense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is basedonincorrectdataprovidedinwritingbyoronbehalfoftheEmployer,theexpense of rectifying the same shall be borne by theEmployer.

18.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisorystaff who are competent to adequately supervise the work at hand.

18.1.3 Labour

a. The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labourthathas the necessaryskills.

b. Unless otherwise provided in the Contract, the Contractor at its own expense shall be responsiblefortherecruitment,transportation,accommodationandcateringofalllabour, local or expatriate, required for the execution of the Contract and for all payments in connectiontherewith.

c. The Contractor shall at all times during the progress of the Contract use its bestendeavours to prevent any unlawful, riotous or disorderly conduct or behaviorby or amongst its employees and the labourofitsSubcontractors.TheContractor shall, in all dealings with its labourandthe labourofits 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 oflabour.

18.2 Contractor's Equipment

18.2.1 All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

18.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

18.3 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to

be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

SuchSiteregulationsshallinclude,butshallnotbelimitedto,rulesinrespectofsecurity, safety of the Facilities, gate control, sanitation, medical care, and fireprevention.

18.3.1 Compliance with LabourRegulations

d. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labourlawin future either by the State or the Central Government or the local authority. It shall be responsibility of the Contractor to ascertain existence of or passing or any new statute, policy or regulation in this regards and Employer shall not be responsible in any manner for the same. Lack ofknowledge of a particular statute, enactment or policy or regulation, notification or bylaws by the Contractor shall not discharge the Contractor of its obligations in thisregard
The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

e. The Contractor shall keep the Employer indemnified in case any action is takenagainst the Employerbythecompetentauthorityonaccountofcontraventionofanyoftheprovisions of any Act or rules made there under, regulations or notifications includingamendments.If the Employer is caused to pay under any law as principal Employer such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/ byelaws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, the Employer shall have the righttodeduct anymoneyduetotheContractorunderthiscontractorany other contract with the Employer including his amount of performance security for adjusting the aforesaid payment. The Employershall also have right to recover from the Contractor any sum required or estimated to be required formakinggoodthelossordamagesufferedbytheEmployer.

f. Notwithstanding the above, the Contractor shall furnish to the Employer the details/documents evidencing the Contractor's compliance to the lawsapplicable to establishments engaged in building and other construction works, as may be sought by the Employer. In particular the Contractor shall submit quarterly certificate regarding compliance in respect of provisions of Employees' Provident FundandMisc. Provisions Act 1952 or latest to the Employer and all other important statues and regulations.

18.3.2 Protection of Environment

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

operation.

b. DuringcontinuanceoftheContract,theContractorandhisSub-contractorsshallabide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye- laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notificationthatmaybeissuedinthisrespectinfuturebytheStateorCentralGovernmentorthe localauthority.

c. Salient features of some of the major laws that are applicable are givenbelow:

   i. The Water (Prevention and Control of Pollution) Act, 1974 or its latestversion, This provides for the prevention and control of water pollution and the maintaining and restoring of wholesomeness of water. 'Pollution' means such contamination of water or such alteration of the physical, chemical or biological properties of water or such discharge of any sewage or trade effluent or of any other liquid, gaseous or solid substanceintowater (whether directly or indirectly) as may, or is likely to, create a nuisanceor render suchwaterharmfulorinjurioustopublichealth or safety, or to domestic, commercial, industrial, agricultural or other legitimate uses, or to the life and health of animals or plants or of aquaticorganisms.

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

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

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

18.3.3 Safety Precautions

A. The Contractor shall observe all applicable regulations regarding safety ontheSite.

Unless otherwise agreed, the Contractor shall, from the commencement of work on Site until Taking Over, provide:

a) Fencing, lighting, guarding and watching of the Works,and
b) temporary roadways, footways, guards and fences which may be

necessary for the accommodation and protection of Employer / hisrepresentatives and occupiers of adjacent property, the public andothers.

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

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

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

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

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

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

and will be promptly produced as and when desired by the Project Manager or by the person authorisedbyhim.

G. The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connectionwithuse,storageandhandlingofsuchmaterialwillbetakenbytheContractor.

H. The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Project Manager who will also have right to examine these safety equipmenttodetermine their suitability, reliability, acceptability andadaptability.

I. Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use ofexplosives.

J. The Contractor shall provide safe working conditions to all workmen and employeesatthe Site including safe means of access, railings, stairs, ladders,scaffoldingsetc. The scaffoldings shall be erected under the control andsupervisionofan experienced and competent person. For erection, good and standard quality of material only shall be used by theContractor.

K. The Contractor shall not interfere or disturb electric fuses, wiring and otherelectrical equipment belonging to the Employer or other Contractors under any circumstances, whatsoever,unlessexpresslypermittedinwritingbyEmployertohandlesuchfuses,wiring or electrical equipment '

L. Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Employer, heshall:
   a. Satisfy the Project Manager that the appliance is in good workingcondition;
   b. Inform the Project Manager of the maximum current rating, voltage and phases of theappliances;
   c. Obtain permission of the Project Manager detailing the sockets to whichtheappliances may beconnected.

M. TheProjectManagerwillnotgrantpermissiontoconnectuntilheissatisfiedthat;
   a. The appliance is in good condition and is fitted with suitableplug;
   b. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding thecores.

N. No electric cable in use by the Contractor/Employer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached toit.

O. No repair work shall be carried out on any live equipment. The equipment must be

declared safe by the Project Manager and a permit to work shall be issued by the Project Manager before any repair work is carried out by the Contractor.While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of toolswillhavetoheprovidedbytheContractortoelectricians/workmen/officers.

P. The Contractors shall employ necessary number of qualified, full timeelectricians/electrical supervisors to maintain his temporary electrical installation.

Q. The Contractor employing more than 250 workmen whethertemporary, casual,probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safetyaspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub- Contractors, theSub-Contractor's workmen/employeeswillalsobeconsideredas theContractor's employees/workmen for the above purpose.

R. The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Project Manager with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

S. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibilityofthe Contractor to promptly inform the same to the Project Manager in prescribed form and also to all the authorities envisaged under the applicablelaws.

T. The Project Manager shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In suchcases, the Contractor shall be informed in writing about thenature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding on the Contractor.

U. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the groundforwaiveroflevyof liquidateddamages.

V. It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following

SafetyRules

A. Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safemanner.
B. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himselfandhisfellowemployees.
C. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardousconditions.
D. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at cruciallocation.
E. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain atwork.
F. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to theinjured.
G. The staircases and passageways shall be adequatelylighted.
H. The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or movingequipment.
I. The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it isused.
J. Requirements of ventilation in underwater working to licensed andexperienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to befulfilled.
K. In case of rock excavation, blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observedstrictly.

The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicablelawspertainingtothesafetyofworkmen,employees,plantandequipmentasmay be prescribed from time to time without any demur, protest or contest or reservations. In caseofanydiscrepancybetweenstatutoryrequirementandSafetyRulesreferredabove,the latter shall be binding on the Contractor unless the statutory provisions are morestringent.

If the Contractor failsinproviding safe working environment as per Safety Rules or continuesthework even after being instructed to stop work by the Project Manager as provided. The Contractor shall promptly pay toEmployer, on demand by the Employer, compensation at the rate of Rs. 5,000/- per day of part thereof till the instructions are complied with and so certified by theProjectManager. However, in case of accident taking place causing injury to any individual, the provisions shall also apply in addition to compensation mentioned in this Clause.

Ifthe Contractor does not take adequate safety precautions and/or fails to comply with the SafetyRulesasprescribedbytheEmployerorundertheapplicable law for the safety

of the equipment and plant or for the safety of personnel or the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other Contractors or Employer'semployeesorany other personwhoareatSite or adjacent thereto, then the Contractorshall be responsibleforpayment of a sum as indicated below to be deposited with the Employer, which will be passed on bytheEmployertosuchpersonornexttokithandkinofthedeceased:

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

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

W. If the Contractor observes all the Safety Rules and Codes, Statutory Laws andRulesduringthe currency of Contract and no accident occurs then Employermayconsider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time totime.

X. The Contractor shall also submit 'Safety Plan' as per Performa specified inSection - Sample Forms and Procedures of the Bidding Documents along with all therequisite documents mentioned therein and as per check- list containedthereintothe Engineer In-Charge for its approval within 30 days from issue of LoA. Further, one of the conditions for release of first progressive payment /subsequent payment towards Services Contract shall be submission of 'Safety Plan' along with all requisite documents and approval of the same by the EngineerIn-Charge.

18.4 Opportunities for Other Contractors

18.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

18.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such

equipment or the provision of such services.

18.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to theirwork.

18.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work.The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of theFacilities. Decisions made by the Project Managershall be binding on theContractor.

18.5 Emergency Work

If,byreasonofanemergencyarisinginconnectionwithandduringtheexecutionof the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.

If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons there for. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. In case such work is not in the scope of the Contractor, the cost of such remedial work shall be borne by the Employer.

18.6 Site Clearance

18.6.1 Site Clearance in Course of Performance: In the course of carrying out theContract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbishor temporary works from the Site, and remove any Contractor's Equipmentno longer required for execution of the Contract.

18.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

18.7 Watching and Lighting

18.7.1 The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the Owners and occupiers of adjacent property and for the safety of the public.

19. TEST ANDINSPECTION

9.1 The Contractor shall at its own expense carry out at the place of manufactureand/or on the Site all such tests and/or inspections of the Plant and Equipment and any part ofthe Facilities as are specified in the Contract.

9.2 The Employer and the Project Manager or their designated representatives shall be entitled

to attend the aforesaid test and/or inspection, provided that the Employer shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

9.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give four weeks advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection.

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

If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the resultsthereof.

9.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

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

9.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitrator for determination in accordance with GCC.

9.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.

9.9 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 theEmployer or the Project Manager, nor the issue of any test certificate shall release the Contractor from any other responsibilities under the Contract.

9.10 No part of the Facilities or foundations shall be covered up on the Sitewithout the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations is ready or about to be ready for test and/or inspection; such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

9.11 The Contractor shall uncover any part of the Facilities or foundations, or shallmake openings in or through the same as the Project Manager may from time to time require at

the Site, and shall reinstate and make good such part or parts.

20. COMPLETION OF THE FACILITIES AND OPERATIONALACCEPTANCE

20.1 Completion of the Facilities

20.1.1 Physical Completion

20.1.1.1 Assoon as the Facilities or anypart thereof has, in theopinion of theContractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

20.1.2 Pre-Commissioning

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

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

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

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

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

20.1.2.6 If the Project Manager fails to inform the Contractor of any defects and/ordeficiencies within fourteen (14) days after receipt of the Contractor's notice under GCC Sub-Clause 20.1.2.4 or within seven (7) days after receipt of the Contractor's notice on completion of repeat procedure under GCC Sub- Clause 20.1.2.5, then the Pre-commissioning of the Facilities or that part thereof shall be considered to have been successfully completed as of the date of the Contractor's notice.

20.1.2.7 As soon as possible after Pre-commissioning, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from Contractor's account.

20.1.2.8 In the event that the Contractor is unable to proceed with the Pre-commissioning of the Facilities pursuant to Sub-Clause 20.1.2 for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyondthe Employer's control, the following provisions shall apply:

WhentheContractorisnotifiedbytheProjectManagerthathewillbeunabletoproceed with the activities and obligations pursuant to above GCC sub Clause20.1.2.8, the Contractor shall be entitled to thefollowing:

a. The Time of Completion shall beextended for theperiod of suspension without imposition of liquidated damages pursuant to GCC Sub-Clause21.2.

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

a. As and when, after the period of suspension under GCC Sub-Clause 20.1.2.8, theContractorisnotified by the Project Manager that the Facilities are ready for Pre-commissioning; the Contractor shall proceed without delay in performing all activities and obligations under theContract.

20.1.3 Commissioning

a) Commissioning of the Facilities or any part thereof shall be commenced by theContractor immediately after being advised by the Project Manager, pursuant to GCCSub-Clause 20.1.2.5 or immediately after the Pre-commissioning isconsidered to be completed under GCC Sub-Clause 20.1.2.6.
b) CommissioningoftheFacilitiesoranypartthereofshallbecompletedbytheContractoras per procedures specified in thecontracts.
c) The Employer shall, to the extend specified in Appendix - 6 (Scope of works and supplybytheEmployer),deploytheoperatingandmaintenancepersonneland supply all raw materials, utilities, lubricants, chemicals, catalysts,facilities,services and other materials required forcommissioning.
d) In the event that the Contractor is unable to proceed with theCommissioningof the Facilities pursuant to Sub-Clause 20.1.3 for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for reasons beyond the Employer's control, the provisions of GCC Sub-Clause 20.1.2.8 shallapply.
e) Asandwhen, aftertheperiodofsuspensionunderGCCSub-Clause20.1.2.8, theContractoris notified by the Project Manager that the Facilities are ready for Commissioning; the Contractor shall proceed without delay in performing allactivitiesand obligations underthe Contract.

20.1.4 Trial – Operation

20.1.4.1 Trial - Operation of the Facilities or any part thereof shall be commenced by the Contractor immediately after the Commissioning is completed.

20.1.4.2 Trial - Operation of the Facilities or any part thereof shall be completed bythe Contractor for the period specified in Technical Specification (or for a continuous period of 72 hours where such period is not specified in Technical Specification) and as per procedures detailed in Technical Specifications.

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

20.1.4.4 The Project Manager shall within fifteen (15) days after receipt of the Contractor's notice, issue an Taking Over Certificate.

20.1.5 Taking Over

a) Upon successful Trial - Operation of the Facilities or any part thereof, pursuant toGCCSub-Clause 20.1.4, the Project Manager shall issue to the Contractor a Taking Over CertificateasaproofoftheacceptanceoftheFacilitiesoranypartthereofSuchcertificateshall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of suchcertificate.

b) If within fifteen (15) days after receipt of the Contractor's notice, the Project Manager fails to issue the Taking Over Certificate or fails to inform the Contractor in writing ofthe justifiable reasons why the Project Manager has not issued the Taking Over Certificate, the Facilities or the relevant part thereof shall be deemed to have been Taken Over as at the date of the Contractor's saidnotice.

c) Upon Taking Over of the Facilities or any part thereof, the Employer shall be responsibleforthecareandcustodyoftheFacilitiesortherelevantpartthereof, together withtheriskoflossordamagethereto,andshallthereaftertakeovertheFacilitiesortherelevant part thereof.

20.2 OperationalAcceptance

20.2.1 Guarantee Test

20.2.1.1 TheGuaranteeTest(andrepeatsthereof),ifanyspecifiedintheSCCand/orthe TechnicalSpecification, shall be conducted by the Contractor after successful Trial - Operation of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents or if otherwise required as per the Technical Specifications. The Contractor's and Project Manager's advisory personnel may witness the Guarantee Test. The Contractor shall promptly provide the Employer with such information as the Employer may reasonably require in relation to the conduct andresultsof the Guarantee Test (and any repeats thereof).

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

20.2.2 OperationalAcceptance

a. OperationalAcceptanceshalloccurinrespectoftheFacilitiesoranypartther eofasmentioned below:
   i. In case no Functional Guarantees are applicable, Operational Acceptance shall occur when the Facilities or part thereof have been successfully Commissioned and Trial - Operation for the specified

period have been successfullycompleted

ii. In case Functional Guarantees are applicable, Operational Acceptance shall occur when the Functional Guarantees are met.

b. At any time after any of the events set out in GCC Sub-Clause 20.2.1 haveoccurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

c. The Project Manager shall within forty (40) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

d. Upon Operational Acceptance, pursuant to GCC Sub-Clause 20.2.2, the Project Manager shall issue to the Contractor aOperational Acceptance Certificate as a proofof the final acceptance of the Plant and Equipment. Such certificate shall not relieve theContractor of any of his obligations which otherwise survive, by the termsand conditions of Contract after issue of such certificate.

e. If within forty (40) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractorin writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as at the date of the Contractor's said notice.

20.2.3 PartialAcceptance

20.2.3.1 If the Contract specifies that Commissioning shall be carried out in respect of partsoftheFacilities,theprovisionsrelatingtoCommissioningincludingtheTrial-Operationand Guarantee Test shall apply to each such part of the Facilities individually, and the OperationalAcceptanceCertificateshallbeissuedaccordinglyforeachsuchpartofthe Facilities.

20.3 <u>QuantityVariation</u>

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

exceptionalcircumstancesingenuinedeservingcasesofomissionfromspecification sofa majoritems

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

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

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

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

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

i. **Items covered under CivilWorks:-**

(a) PrevailingrateofSORofRCD/BCDofGOBshallbeadopted.However,iftheratesare available in SOR of both RCD & BCD, in that case, lowest rate shall beadopted.

(b) IftheratesarenotavailableintheSORofRCD/BCDofGOB,inthatcaserateavailablein CPWD shall beadopted.

(c) If the rates are not available in the SOR of RCD/BCD of GOB & CPWD, in that case rate will be judiciously decided after proper rate analysis based upon the prevailingmarketrate of such items, latest orders of BSPTCL/ Other Govt. Utilities and mutually agreeable between Employer and theContractor.

ii. **Items not covered under CivilWorks:-**

(a) Rate of such items will be taken from latest SOR of BSPTCL.

If rate will not be available in SOR of BSPTCL then rates of such items will be judiciously decided after proper rate analysis based upon latest orders of BSPTCL/ Other Govt. Utilities/ the prevailing market rate of such items and mutually agreeable between Employer and the Contractor.

20.4 Electrical Inspectorinspection:

After successful completion of the work permission from State Electrical Inspectorate may be required. Necessary fee etc. shall be paid by the Contractor. Howeverif Contractor pays such fee, it shall be reimbursed on actual basis on

documentary evidence. Defects / in-complete works notified by Electrical Inspectorate shall be completed by the agency at no extra cost implication toOwner.

E. GUARANTEES AND LIABILITIES

21. SUBMISSION OF PERFORMANCESECURITY

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

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

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

However, this clause will not be applicable for the tenders having estimated cost upto Rs. 25.00Crs.

c) Notice will be issued to the successful bidder in case Performance Security isnot submitted within 28 dayof the issue of LOI/NOA. At the same time, EMDsubmitted by it shall be kept valid till the date of the signing of the agreement. In the case of failure of the signing of the agreement within the stipulated time frame of EMD is liable to beforfeited.

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

e) Upon receipt of Performance Security from the successful bidder, the same shall be checked by the Accounts wing of Employer for conformity to the specified format, validity, amount and acceptabilityetc.
f) Alsoif found in order the accounts wing will get the genuineness of the Performance Security authenticated from theissuingbank.
g) Normally, change in the specified Performance Security format will not be permitted. However, minor changes/ variations, which do not affect intent and spiritor which are necessitated due to any specific need of a particular contract, may be accepted after approval of competent authority of anEmployer
h) Performance Security from a bank other than scheduled bank shall not beaccepted.

22. RELEASE OF INITIAL ADVANCE TOCONTRACTOR

a) For release of initial advanceif provided in the contract, theContractor shall be required to complete the followingformalities:
   i. Contract Agreement has beensigned
   ii. Submission of Performance Security in the form of BG or otherwise asapplicable;
   iii. Finalization of PERT chart for contract execution of the contract only in case of turnkeycontracts;
   iv. Setting up of site office where so provided in the contract;and
   v. Submission of BG for 110% amount of the initial advance from the bank for the validityasperthe provisionsofthecontract.

b) Submission of request for payment of advance containing relevant documentsincludingBG.

c) The Employer satisfying itself about the genuineness of theBG.

d) Payment of advance shall be released as per the conditions of contract after completingallnecessary formalities including acceptance of BGs, deduction of TDS and other statutorydeduction

SPECIALNOTE:SAFEGUARDSINCASEOFBANKGUARANTEE(BGs)

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

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

a) CopyoftheprescribedformatonwhichBGsareacceptedfromBiddersformpartofevery tender document and original BGs submitted by Bidders shall be verified verbatim with the format.
b) It shall be insisted upon contractors, that BGs to be submitted by them at everystage, should be sent to the Employer ,directly from the issuing branch ofthebank under Registered Post (A.D)

c) In the exceptional cases where such BGs are received directly through the contractors, the issuing branch of the Bank shall be requested to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the guarantee directly to the Employer with a covering letter from bank requesting the company to compare with the original Bank Guarantee received from their customer (theContractor) and confirm that it is inorder

d) As an additional measure of abundant precaution, all BGs shall beindependently verified by Employer BGs shall be accepted only after carefulscrutinyand verification of genuineness after scrupulously following the abovementionedprocedure.

23. COMPLETION TIMEGUARANTEE

23.1 TheContractorguaranteesthatitshallattainCompletionoftheFacilities(orapartfor which a separate time for completion is specified in the SCC) within the Time for CompletionspecifiedintheSCCorwithinsuchextendedtimetowhichtheContractor shall be entitled underGCC.

23.2 Liquidated Damages / Stage Penalty

a) All contracts shall provide for a clause on LD for delay in supply or completion of work by the supplier/contractor/vendors. The amount of LD shall be equal to half percent 0.5%) per week of delay subject to a maximum of ten percent (10%) of the value of the contract. However, in case of supplies with milestone based delivery schedule and payment terms, the LD shall be calculated on the unexecuted portion of the supply and execution of the work.

b) Provision may also be made for recovery of LD from other Employer or with other subsidiaries of BSPHCL with approval from CompetentAuthority.

23.3 Early Completion Bonus/ Incentive

Incentive shall be paid to the contractor for completion of project ahead of schedule, @ 0.25% per week subject to maximum 2.0% of the contract price **excluding GST**. However, No early completion bonus/ incentive shall be paid to the contractors in case of Time Extension given to the contractor based on either reasons attributable to the Employer or Contractor.

A. Pre-dispatch Inspection:

Pre-dispatch inspection shall be performed on various materials at manufacturer's work place for which contractor shallberequired to raise requisition giving at least 7-day time. Depending on requirement, inspection shall be witnessedbyrepresentatives of Employer.

The turnkey contractor shall ensure that pre-dispatch inspection for materials are intimated only when the material is completely ready for inspection. On due date of inspection, if it is found that materials are not ready in required quantities, all expenditures incurred on deployment of various inspecting officials along with a fine of Rs 50,000/- shall be recovered from the bills of the agency.

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

24. DEFECTLIABILITY

24.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

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

24.2 If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant and Equipmentsupplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriateremedyof the defects, and at its cost, repair, replace or otherwise make good such defect as well as any damage to the Facilities caused by such defect. All such cost involved will be borne by the Contractor.

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

a. Any materials that are supplied by the Employer are normally consumed inoperation, or have a normal life shorter than the Defect Liability Period statedherein
b. Anydesigns,specificationsorotherdatadesigned,suppliedorspecifiedbyoronbehalfof theEmployeroranymattersforwhichtheContractorhasdisclaimedresponsibilityherein
c. Any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by theEmployer.

24.4 The Employer shall give the Contractor a notice stating the nature of any suchdefect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

24.5 The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GCC Clause 24. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

24.6 If the repair, replacement or making good is of such a character that it may affect theefficiency 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 suchtests.

24.7 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may,

following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any money due the Contractor or claimed under the Performance Security.

24.8 If the Facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have theDefect Liability Period extended by a period specified in GCC from the time of such replacement/repair of the facilities or any part thereof.

24.8.1 At the end of the Defect Liability Period, the Contractor's Liability ceasesexcept for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of Five (5) years from the end of Defect Liability Period. For the purpose of this Clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 24, but later.

25 FUNCTIONALGUARANTEES

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

25.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Technical Specifications are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and / or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of theContractpursuant to GCC and recover the payments already made to the Contractor.

26 EQUIPMENT PERFORMANCE GUARANTEES

26.1 The Contractor guarantees that the Equipment, named in the SCC, shall attain the rating and performance requirements specified in the Contract Agreement, subject to and upon the conditions therein specified.

a) If the guarantees specified in Contract Agreement are not established, thentheEmployershall reject theequipment.

26.2 If the Employer reject the equipment, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the equipment or any part thereof as may be necessary to meet the specified guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Test until the level of the specified guarantee has been met.

27 PATENTINDEMNITY

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

27.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GCC Sub-Clause 27.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If theContractor fails to notify the Employer within fifteen (15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same at the cost of contractor.

27.3 The Employer shall indemnify and hold harmless the Contractor and itsemployees, 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 theContractor may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or otherintellectual property right registered or otherwise existing at the date of the Contract arising out of or in

27.4 connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Employer.

F. RISKDISTRIBUTION

28 TRANSFER OF OWNERSHIP

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

28.2 Ownership of the Contractor's Equipment used by the Contractor and itsSubcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

28.3 Ownership of any Plant and Equipment in excess (only for the items where the quantities has been furnished by the Contractor) of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.

28.4 Notwithstanding the transfer of Ownership of the Plant and Equipment, theresponsibility for care and custody thereof together with the risk of loss ordamage thereto shall remain with the Contractor until Completion of the Facilitiesand Taking Over by the Employer.

29 CARE OF FACILITIES

29.1 The Contractor shall be responsible for the care and custody of the Facilities oranypartthereof until the date of Taking Over Certificate issued by the Employer where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damagetotheFacilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to thisGCC.

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

30.1 The Contractor shall indemnify and hold harmless the Employeranditsemployees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of theContractor or its Subcontractors, or their employees, officers or agents, except anyinjury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

30.2 If any proceedings are brought or any claim is made against the Employer that might

subject the Contractor to liability under GCC, the Employer shall promptly give theContractor 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 failsto notify the Employer within fifteen(15) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same at contractor's cost. Unless the Contractor has so failed to notify the Employer within the fifteen (15) days period, the Employer shall make no admission that may be prejudicial to the defenceof any such proceedings or claim.

31 INSURANCE

31.1 Insurance Requirements

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

a) Contractor's All Risk and Third PartyCover
b) Liability under the Workmen's compensation Act, 1923, Minimum Wages Act, 1948 and Contract Labour(Regulation and Abolition) Act, 1970.and other applicable statutes
c) Accidents to staff, Engineers, Supervisors and others who are not governed byWorkmen'sCompensationAct.
d) Damage to Material, machinery and Works due to transit, fire, theftetc.
e) Any other risk may be specified in the Special Conditions ofContract.
f) AnyotherinsuranceaskedforbytheEmployerduringexecutionoftheContractThe

contractor shall be solely responsible for compliance of the aboveprovisions.

31.2 Policy In Joint Names Of Contractor And Employer

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

g) Loss of life or injury involving public, employee of the Contractor, or that of Employer and Engineer, labouretc.
h) Injury, loss or damages to the Works or property belonging to public, Governmentbodies, local authorities, utility organizations, Contractors, Employer or others.

31.3 Currency of Policy

The policies shall remain in force throughout the period of execution of the Works and till the expiry of the Defects Liability Period. If the Contractor fails to effect or keep in force or provide adequate cover in the Insurance policies or any other insurance he

mightberequiredtoeffectundertheContract,then,theEmployermayeffectandkeepin forceanysuchinsuranceorfurtherinsuranceandthecostandexpensesincurredbyhimin this regard shall be deductible from payments due to the Contractor or from the Contractor's PerformanceSecurity.

32 CHANGE IN LAWS AND REGULATIONS

32.1 If, after the date seven (07) days prior to the date of BidOpening,anylaw,regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extentthat the Contractor has thereby been affected in the performance of any of itsobligations under the Contract. However, these adjustments would be restrictedto direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor for which the Employer shall be the sole judge. Notwithstanding the foregoing, suchadditionalor reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix-2 to the ContractAgreement.

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

33 FORCE MAJEURE

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

a. War, hostilities or warlike operations (whether war be declared or not), invasion, actof foreign enemy and civilwar,

b. Rebellion, revolution, insurrection, mutiny, usurpation of government, conspiracy, riot and civilcommotion,

c. Earthquake, landslide, volcanic activity, flood or cyclone, or other inclement weather condition, nuclear and pressure waves or other natural or physicaldisaster,

33.2Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award.

33.3If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen(14) days after the occurrence of such event.

33.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended.

G. CHANGE IN CONTRACTELEMENTS

34. CHANGE IN THE FACILITIES

34.1 Introducing a Change

34.1.1 The Employer shall have the right to propose, and order the Contractor fromtime to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

34.1.2 The Contractor may from time to time during its performance of the Contract propose to the Employer any Change that the Contractor considers necessary or desirable to improve the quality, efficiency or safety of the Facilities. The Employer may at its discretion approve or reject any Change proposed by the Contractor.

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

34.1.4 The procedure on how to proceed with and execute Changes is specified below.

34.2 Changes Originating from Employer

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

34.2.2 The Contract Price for (i) the items for which quantities have been indicated as lump sum or lot or set and/or (ii) where the quantities are to be estimated by the Contractor shall remain constant unless there is change made in the Scope of Work by Employer. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ)/Billing breakup of lump sum quantities/lot/Set and/or (ii) estimated by the Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/billing breakup and /or estimated by the Contractor, are required for successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no additional payment shall be made over and above the lump sum Contract Price. In case quantities of these items supplied at site

are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the Contractor and they shall be allowed to take back the same from the site for which no deduction from the lump sum Contract Price shall be made. Further, in case actual requirement of quantities for successful completion of scope of work isless than the quantities identified in the approved BOQ /billing breakup and/or estimated by the Contractor, the lump sum contract price shall remain unchanged and no deduction shall be made from the lump sumprice due to such reduction of quantities.

It shall be the responsibility of the Contractor to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material which would otherwise have been, lawfully payable in case of non-deemed export contracts. The Contractor shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the Contractor byEmployer.

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

34.3 Changes Originating fromContractor

34.3.1 If the Contractor proposes a Change, the Contractor shall submit to the Project Manager a written "Request for Change Proposal", giving reasons for the proposed Change and which shall include the following:

a. Briefdescription
b. Effect on CompletionTime
c. Estimated cost of the Change whereadmissible.
d. Effect on Functional Guarantees (ifany)
e. Effect on any other provisions of theContract.

Upon receipt of the Request for Change Proposal, the parties shall follow theproceduresforchangesoutlinedabove.However,shouldtheEmployerchoosenotto proceed, the Contractor shall not be entitled to recover the costs of preparing the Request for ChangeProposal.

35. SURPLUSMATERIALS

a. Oncompletionoftheworksallsuchmaterialssuppliedbycontractorforerection that remain unutilized, if any, shall be taken back by Contractor after detailed materials and paymentreconciliations.
b. The Contractor, within two (2) months from the taking over of the equipment/ materials under the package, shall submit payment and materials account for the reconciliations, failing whichnecessaryrecoveries will be made from the outstanding bills of the Contractor for the cost of the materials left unaccounted as decided by theEngineer.

36. TIME EXTENSION AND LIQUIDATED DAMAGES(LD)

a) Time is the essence of contracts. But despite best efforts there will be occasion of delay in contract execution either on account of the Contractor or on account of the Employer. In case of the later suitable time extension shall be granted without imposing Liquidated Damage. In case delay is on account of Contractor time extension onthe contract shall be only with applicable LD.

b) While extending time for completionofthe contract, a decision on imposition/waiver of LD, fully or partly, on account of delay of Employer will be taken dully recording full facts of case. Since reasons for delay are generally diverse, the issue of time extension with imposition/waiver of LD shall be dealt with meticulously duly considering all relevant aspects. The relevant aspectstobe considered include the reasons for delay, the period of delay attributabletoeither parties and the loss or damages, if any, suffered by the Employer.

c) In normal course, the proposal for time extension with or without LD shall be initiated upon receipt of request from the concerned Contractor. It shall be ensured that extension of time invariably is granted within the contract validity period.

d) For imposition of LD, the loss/damages suffered by the Employer due to delaysby the Contractor are the basic criteria. The fundamental principle underlying the theory of damages is not punishment but compensation, againstdamage.

e) The recovery towards compensation under the clauses specified in the contracts shall take place when loss/damage has actually taken place on account of delay caused by the Contractor. Even if there is a delay in execution of the contract and reasons for delay are attributable to the Contractor but the Employer has not sufferedanylossspecificallyduetodelayinperformanceofthecontract,inthatcasea nominal LD upto10% of the contract value will be deducted asLD.

f) Incontractsawarded,delayinperformanceofthecontractmaybeonaccountofone or more of thefollowing:

   i. Reasons attributable to the Employer viz., delay in providing land,delayinproviding Governmentapprovalsincluding but notlimitedto Railways, Highways and Forest clearances,non-approval or delayed approval of drawings etc. for reasons not attributable to Contractor, delay in issue of Employersupplieditemsand/orfulfilmentofotherobligationsaspercontractbyEmployer.

   ii. Reasons attributable to “ForceMajeure”

   iii. Reasons attributable to the supplier Contractor viz., delay in mobilization, submission of drawings, finalization of Sub-vendors,non-execution of contract as per the approved BAR/PERT chartnetworksupplyofitemsandnon-fulfilmentofotherobligationsof the Contractor under the contract, etc.

g) The proposal for time extension and decision on LD shall, accordingly, contain a detailed analysis indicating reasons & period of delay on each account, alongwithdocumentary and pictorial (if applicable) evidence. Based on facts of

the case and the analysis, the period of delay due to 'Force Majeure' and for reasons attributable to the Employer shall beidentified.

h) The idea of the exercise is to find out the net delay, attributable to theContractor. But in most of the case, all the three (3) types of delay mentionedabove are so much intermingled, with one running concurrently with another, it becomes extremely difficult to directly identify the delay attributable to the Contractor. Therefore a practicable approach for working out the net delay attributable to the Contractor, as described below, shall be adopted:

i. Total delay in number of days in contract completion =A
ii. Cumulative period of delay on account of "Force Majeure" =B
iii. CumulativeperiodofdelayonaccountoftheEmployer=C
iv. Cumulative period of delay on account of "Force Majeure" and the Employer =B+C
v. Net period of delay attributable to the Contractor, Z = A-(B+C)

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

i) While calculating the period of delay, attributable to Employer andForce Majeure, all efforts shall be made to objectively analyses whether a delay in a particular activity has really contributed in extending the contract completion. This is important because a number of activities of a contract undergoing delay may not impact on overall delay as subsequent site activities are not entirely dependent upon them. Such delays, not directly contributing in extension of completion period, will be ignored. Also in situation where it is not possible to objectively determine impact of some of delays in intermediateactivities, a practical view shall be taken and a judicious assessment of overallimpact shall be made using normal prudence.

j) In case the period Z, arrived as above, is not positive i.e. delay is not on account of agency then, the time extension, till the actual completion of the project, shall be allowed without any LD. In case the period Z, is positive, action will betakenas describedhereunder.

k) In cases where Contractor is responsible for delay, the time extension, till the actual completion of the supply/works/service shall be allowed with imposition of LD @ 0.5 % for every week subject to a maximum of 10% of the ContractValue.
Alternatively, appropriate situations penal action including termination of the contract, retendering and award of the balance work at RISK AND COST of the original agency may be undertaken. It is clarified that the original Contractor will not be allowed to participate in the risk tender.

l) Once a time extension is granted, the completion period for purposes of extensionofvalidity of BGs/securities shall be determined by the extended period ofcompletion

m) In cases where, because of initial delay due to problems in land acquisition or in grant of Right of Way or other local problems or any other valid reasons notattributable to the Contractor, the commencement of work by the Contractor is delayed and consequently contractual completion period needs to be extended, there will be no objection to grant extension to the completionperiodinthe initial stage itself.

Note:

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

n) **The completion period for the work under the Bid shall be from the date of issue of NOA, or from the effective date of handing over of land, whichever is later—for all projects related to construction of GSS and Bay extension works.**

However, no early completion bonus/ incentive shall be paid to the contractors in case of extension of completion period due to delay in land handover.

36.1 PROVISIONAL TIMEEXTENSION

In cases where contract period is completed but works are not completed (and the agencyarenotdemobilized)needtoexecutetheworkswithacceleratedspeedisfelt essential. In such cases, the following procedure may beadopted:

a) On specific request of turnkey contractor, a **"Provisional Time Extension"** shall be granted up to a reasonably assessed completion period by BSPTCL withouttakingadecisiononlevyofLDorwaiveitoffortoimposepartialLD. Hence, no stage penalty shall be deducted at thisjuncture.

b) Once entire project is completed, **"Final Time Extension"** with or without time extension shall formally be approved by an authority of BSPTCL who had earlier accorded approval for award of the contract/ SPC. Whileaccording final time extension on completion of project, detailed analysis shall be performedtoestablishreason(s)fordelayattributedtoturnkeycontractor,toBSPTC L, to both BSPTCL and turnkey contractor or to neither BSPTCL nor turnkey contractor. Depending on merit of the case, BSPTCL shall take a decision on final time extension of the project with levy of full LD, part LD or waiver of LD.

c) Provisional time extension shall be granted for the purpose of keeping the contractor live and it is given without prejudice to BSPTCL's right to levy LD at the time of **Final Time Extension**. A draft letter to grant Provisional Time Extension is enclosed with this document as FORM24.

d) **Provisional Time Extension** is purely an administrative decision while **Final Time Extension** with or without LD is contractual decision keeping all aspect

in view asabove.

37. SUSPENSION

37.1 The Employer may notice to the Contractor, to order the Contractor to suspendperformance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons there for. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 34, excluding the performanceofthesuspendedobligationsfromtheContract.

IftheEmployerfailstodosowithinsuchperiod,theContractormay,byafurthernoticeto the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 34 or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 38.1.

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

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

38. TERMINATION

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

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

38.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 38.1.1, the Contractor shall upon the date specified in the notice of termination

a) Cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of theFacilitiesalready 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'sEquipment from theSite, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from theSiteany wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safecondition

d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 38.1.3,shall

   i. Deliver to the Employer the parts of the Facilities executed by the Contractoruptothedateoftermination

   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 itsSubcontractors

   iii. Deliver to the Employer allnon-proprietary drawings, specifications and other documents prepared by the Contractor or its SubcontractorsasatthedateofterminationinconnectionwiththeFacilities.

38.1.3 In the event of termination of the Contract under GCC Sub-Clause 38.1.1, theEmployer shall pay to the Contractor the following amounts:

a. The Contract Price, properly attributable to the parts of the Facilities executed bytheContractorasofthedateoftermination

b. The costs reasonably incurred by the Contractor in the removal of theContractor'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 inconnection with the termination of any subcontracts, including any cancellationcharges

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 SubClause38.1.2

e. The cost of satisfying all other obligations, commitments and claims that theContractor may in good faith have undertaken with third parties inconnection with the Contract and that are not covered by paragraphs (a) through (d)above.

38.2 Termination for Contractor's Default

38.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this GCC Sub-Clause 32.2:

a. If the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary

liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence ofdebt

b. If the Contractor assigns or transfers the Contract or any right or interest therein in violationoftheprovisionofthisGCC.

c. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulentpracticesincompetingfororinexecutingtheContractForthepurpose of this Sub-Clause:

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

"Fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads or attempts to mislead, a party to obtain a financial or other benefit or to avoid anobligation;

"Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including toinfluence improperly the actions of anotherparty;

"Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

"Obstructive practice" is

i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making falsestatementstoinvestigatorsin order to materially impede a Employer's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigationorfrom pursuing theinvestigation;

Or

ii. Acts intended to materially impede the exercise of the Employer's inspection and auditrights.

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

38.2.2 If the Contractor

- Has abandoned or repudiated the Contract or shown the inclination to repudiate the contract

- Has without valid reason failed to commence work on the Facilitiespromptly or has suspended (other than pursuant to GCC Sub-Clause 37.2) the progress of Contract performance for more than twenty- eight (28) days after receiving a written instruction from the Employer toproceed
- Persistently fails to execute theContractinaccordance with theContractorpersistentlyneglectstocarryoutitsobligationsundertheContractwithoutjustcause
- Refuses or is unable to provide sufficient materials, services or labourtoexecute and complete the Facilities in the manner specified in the programfurnished at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Timefor Completion as extended, then the Employer may, without prejudice to any other rights it may possessunder the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy thesame.
- Clause 38.2.1 and 38.2.2 shall attract termination ofthe contract for contractors'default

38.2.3 Procedure for Contract Termination

a) In case the Contractor is falling behind in its responsibility to progresswith a contract or part thereof as per agreed PERT chart/work schedule/supply delivery schedule, the Engineer in charge, immediately on noticing such slippage, shall send detailed communication to the Contractor to expedite the Contract as prescribed in Clause 36.2.2 above

b) In case the Contractor persistently fails to expedite the contract despite foregoing, it shall be considered sufficient default, for initiating Termination procedure in terms of default clauses of General Conditions ofContract.

c) To initiate the termination process, Contractor shall be given a final fifteen days'notice to make good the Default. In case it fails to remedy the Default and expedite the delivery on contract during the period to the satisfaction of Engineer in Charge, then a seven day final notice for intention to terminate the Contract shall be issued to the Contractor.

d) In such of fresh presentation by Contractor, if the Engineer in charge is convinced of Contractor's intent and capability to make good the lost time, the seven day notice may bewithdrawn.

e) In case, the Contract fails to remedy the Default even in the seven day notice period, thentheContractshallbeterminatedaftergivingafinal48hours'noticetoContractor to wind up and clear the site free of allencumbrances.

f) On or before Termination, the Employer shall encashContract Performance Guarantee and Security Deposit. Further in case due to Default of the Agency, if BSPTCL has suffered financial losses, such Terminationof Contract shall be at Risk and Cost of the Contractor.

g) Such termination shall invariably at the Risk and Cost of theAgency.

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

the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

a. Ceaseallfurtherwork,exceptforsuchworkastheEmployermayspecifyinthenoticeof termination for the sole purpose of protecting that part of the Facilities already executed,oranyworkrequiredtoleavetheSiteinacleanandsafecondition
b. Terminate all subcontracts, except those to be assigned to the Employerpursuant to paragraph (d)below
c. Deliver to the Employer the parts of the Facilities executed by the Contractorup to the date oftermination
d. Assign to the Employer all right, title and benefit of the Contractor to the Facilitiesand to the Plant and Equipment as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors
e. Deliver to the Employer all drawings, specifications and other documents prepared bytheContractororitsSubcontractorsasofthedateofterminationinconnectionwiththe Facilities.

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

38.2.6 Risk and Cost Tender

a. Upon termination of the Contract at the Risk and Cost of the Contractor the firststep will be to ensure joint measurement of the completed portion of the workduringthe final 48 Hours' noticeperiod.
b. In case the Contractor does not co-operate in measurement, the Employer shall undertake Ex Partemeasurementor joint measurement along with PMC if oneexists.
c. The Employer shall be free to complete the left over portion of the work either onitsown or through engagement of another Contractor at the Risk and Costof the original Contractor.
d. IntheTendertofinalizeanotherContractortheoriginalcontractorshallnotbeallowedto participate in theTender.
e. TheEmployershallbefreetorecovertheextracostincurredoncompletionofthebalance work either through forfeiting SPG and SD and in case the same is found to be insufficient from other works of the Contractor under Employer or with any other subsidiary of BSPHCL or even from the other contracts of the Contractor with any department of the stateGovernment.

39. ASSIGNMENT

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

H. RESOLUTION OFDISPUTES

40. SETTLEMENT OFDISPUTES

40.1 If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their

completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference, to the extent possible, amicably by mutual consultation.

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

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

40.2.2 In the event the Project Manager fails to notify his decision as aforesaidwithin thirty (30) days, the Contractor, if he intends to go for Arbitration, shall notify his intention to the Project Manager within 30 days of expiry of the first mentioned period of thirty days failing which it shall be deemed that there are no dispute or difference between the Employer and the Contractor.

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

41. ARBITRATION

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

41.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act, 1996 as amended from time to time. For this purpose a panel of five arbitrators shall be provided by Managing Director of the Employer from which Employer and Contractor will choose one each and the third Arbitrator shall be chosen by two Arbitrators from the same list. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration Clause, the arbitrator appointed by the party invoking the arbitration Clause shall become the sole arbitrator to conduct the arbitration.

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

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

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

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

42.1 Employer shall up-front intimate list containing name ofalreadyapproved vendors/manufacturers of various materials and equipments.

Employer shall up- load the list on their web portal. Turnkey contractor shall choose one or more than one vendors from the pre-approved lists depending upon capacity and capability of vendors to supply materials or equipments. No separate approval for vendorshall be required from Employer.

42.2 Also, normal procedure being followed for empanelment of new vendors shallbe uploaded and up-front intimated to all turnkey contractors. In case Turnkey Contractor desires to add new vendor, up-front intimation shall be available on criterion and procedure for selection of vendors as below:

ThevendorshallbeapprovedbythecompetentauthorityoftheBSPTCLfromtheapproved listofvendorsfromleadingCentral&StatePowerUtilities.Thisshallbesubjecttoscrutiny of the updated performance report of the Vendors. Theoffered equipment/material shallconformto type test conducted within 5 years as on the date of bid opening at CPRI /NTH/ ERDA or other Government Laboratory of repute.

43. UP-FRONT INTIMATION OF GUARANTEED TECHNICALPARTICULARS:

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

43.2 Turnkey contractor shall examine these documents and supply only thosematerials which meets the above acceptable criterion. In case there areEmployer's approved vendor(s) (one or more) through which Turnkey Contractor wish to procure the materials and are complying with the acceptable GTP parameters of Employer as available on their web portal, subsequently Agency has to submit the proposed GTP & Drawings along with valid type test reports and credentials for project specific approval.

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

44. TURNKEY CONTRACTOR'S STORE AT PROJECTSITE:

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

45. REPORTS ANDPHOTOGRAPHS

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

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

46. CLOSURE OFPROJECTS

46.1 Closure proposal will be prepared by the contractor after completion of the project as per terms and conditions of the Contract. Details of supplied materials &works executedasperthecontractwillbepreparedbytheContractorandreconciled with the Engineer to hissatisfaction.

47. LEFT OVER BALANCEMATERIALS

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

48. RECONCILIATION OFACCOUNTS

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

49. CONSTRUCTION OF THECONTRACT

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

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

II. Second Contract: For providing all services i.e. inland transportation for deliveryat site, insurance, unloading, storage, handling at site, installation, Testing and Commissioning including performance testing in respect of all the equipment supplied under the "First Contract", Type Tests to be conducted (whether in India or abroad),Trainingtobeimparted(whetherinIndiaorabroad)and any other services as specified in theContractDocuments.

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

50. RIGHT OFEMPLOYER

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

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

51. DEBARMENTFROM FUTURE TENDERS:-

51.1 In the event of non-completion of 80 % of any mile stone during contract period for any reason other than those attributable to Employer and Force Majeure, then the Employer maydebarthecontractortoparticipateinthefuturetendersofBSPHCLanditssubsidiary companies till whole project is completed by thecontractor.

52. IMPORTANTNOTES:-

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

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

52.5 Applicable Technical Standards &Specification areseparate.

SECTION - V

SPECIAL CONDITIONS OF CONTRACT (SCC)

SECTION V:

SPECIAL CONDITIONS OF CONTRACT (SCC)

SimilartotheClausesintheBidDataSheetinSectionIII,theClausesinthisSectionVareintended to help the Employer to provide contract-specific information in relation to corresponding Clauses in the General Conditions ofContract.

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

(a) Information that complements provisions of Section IV must beincorporated.
(b) AmendmentsandorsupplementstoprovisionsofSectionIV,asnecessitatedbythecircumstances of the specific contract, must also beincorporated

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

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

SECTION - VI

SAMPLEFORMSANDPROCEDURES(FORMS)

Appendix No	**Appendix**
Appendix 1	Term and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Document for Approval or Review
Appendix 8	Guarantees, Liquidated Damages for Non-Performance

SECTION VI:

SAMPLE FORMS AND PROCEDURES (FORMS)

1. PREAMBLE

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

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

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

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

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

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

1. BID FORMS AND PRICESCHEDULES

Bid Form

Please see Volume - III.

Price Schedule

Please see Volume - III

2. BID SECURITYFORMS

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper should be inthe name of the issuing Bank)

Bank Guarantee No.:.....
Date:.....

To: Accounts Officer
Bihar State Power Transmission Company Ltd.
Vidyut Bhawan ,Bailey Road, Patna

(insert Name and Address of Employer)

WHEREAS M/s. …. (Insert name of Bidder)…… having its Registered/Head Office at ….. (Insert address of the Bidder) …….. (hereinafter called "the Bidder") has submittedits Bid for the performance of the Contract for.....(insert nameofthePackage)……under…….(insertSpecificationNo)……
(Hereinafter called "the Bid"

KNOW ALL PERSONS by these present that WE …….. (Insert name & address of the issuing bank) …… having its Registered/Head Officeat..... (Insert addressof registered office of the bank)…….. (Hereinafter called "the Bank"), are bound unto …… (Insert name of Employer)….. (Hereinafter called "the Employer") in the sum of (Insert amount of Bid Security in figures &words). ..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this ..... day of .....20....
THECONDITIONS of this obligation are:

(1). IftheBidderwithdrawsitsbidduringtheperiodofbidvalidityspecifiedbythe Bidder in the Bid Form;or

(2). If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country,withintendaysfromthedateofintimationofpost-biddiscussion;or

(3). in the case of a successful Bidder, if the Bidder fails within the specified timelimit
   i. To sign the ContractAgreement,
   ii. To furnish the required performancesecurity,
   iii. In any other case specifically provided for inITB.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, on the same working day, without referring the matter back to the Bidder for what so reason it may be

provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up toandincluding.....(Insert date, which shall be the date 30 days after the period of bid validity)…... and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

[Signature of the authorised signatory (ies)] Signature

Name

Designation

POANumber

Contact Number(s): _
Tel.MobileFaxNumber
email

Common Seal of the Bank

Witness

Signature

Name

Address_

ContactNumber(s):Tel. Mobile

Email

Note:

1) In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the JointVenture.

The Bank Guarantee should be in accordance with the Performa as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the Performa of the Bank Guarantee [i.e., end paragraphoftheBankGuaranteeprecedingthesignature(s)oftheissuingauthority(ies)of the BankGuarantee]:

Quote

"Notwithstanding anything contained herein:

1. OurliabilityunderthisBankGuaranteeshallnotexceed_____(value in figures)(value inwords)].

2. This Bank Guarantee shall bevalidupto_____(validitydate).

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (Validitydate)_____."

Unquote

3. (FORM 3 A) FOR NOTIFICATION BY THE EMPLOYER TO THEBANK

(Applicable for Forfeiture of Bank Guarantee)

To: (insert Name and Address of the issuing Bank)

Ref..: Forfeiture of Bid SecurityAmountagainstBank GuaranteeNo. …… …… dated …… for …... issued byyou on behalfof M/s ..... (Insert name of the Bidder) ……...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for ……. as BidSecurity for the bid submittedbyM/s ..... (insert name of the Bidder) ……... against ….. (insert nameofthePackage) .....; Specification No. …….

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

In terms of the said guarantee, we hereby submit our claim/demand through this letter for remittanceofBidSecurityamountto….(InsertnameoftheEmployer) .....owing tothe occurrenceoftheconditionreferredtoatSl.No..... TheBankisrequestedtoremit the fullguaranteedsum .....towards proceeds of the bid security inthe form of Demand Draft in favourof'…. (insert name oftheEmployer) .....', payableat …. (Insert place of the Employer)

Thanking you,

Copy to:

….. (Registered Office of the Bank)….

For

Designated office of the Employer

,EMPLOYER as the case may be

Vidyut Bhawan, Bailey Road, Patna

(Name of the Employer) (AUTHORISED SIGNATORY)

3b. (For 3 B) FORM OF NOTIFICATION BY THE EMPLOYER TO THEBANK

(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: (insert Name and Address of the issuing Bank)

Ref..:ConditionalClaimagainstBankGuaranteeNo……dated .....for …….. valid upto …… issued by you on behalf ofM/s .....(insert name of the Bidder) ……...

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favouron behalf of M/s. …… (Insert name of theBidder) ..... who have submitted this BankGuarantee to ustowards Bid Security against ….. (insert nameof the Package) .....; Specification No. …….

We, ……. (insert name oftheEmployer) ..... do hereby request you tolodge ourclaim/demandagainstthesubjectBankGuaranteeforfullguaranteedsum.Kindlynote that this claim/demand against the subject Bank Guarantee is without any further notice in case the amendment to Bank Guarantee No. …….. dated …….. extendingitsvalidityupto…….isnotgotarrangedby.....(insertnameof theBidder)……...inourfavourandarenotreceivedbyusupto..... In such an event you arerequestedtoremit the full guaranteed amount in terms ofthe subject guarantee in its letter and spirit and proceeds of this Bank Guarantee shall be forwarded to us in form of demand draft in favourof'Sr. Manager (F&A),EMPLOYER, Patna (insert name of the Employer) ……., payableat Patna (insert place of the Employer)….'.

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

For

Designated office of the Employer,

EMPLOYER as the case may be

Vidyut Bhawan, Bailey Road, Patna

(Name of the Employer) (AUTHORISED SIGNATORY)

Copy to:

(insert Name and Address of the Bidder)

You are requested to do the needful so that the amendment to the subject Bank

Guarantee extending the validity up to ..... is received by us by ……..

4. (FORM 4) FOR NOTIFICATION OF AWARD OFCONTRACT

4a. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR SUPPLY OF PLANT ANDEQUIPMENT

Ref.No.: Date:

(insert Contractor's Name &Address)...
……
……
…….....

[In case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the Joint Venture of M/s. …… and M/s. ……)]

Attn : Mr...

Sub. : Notification of Award for Ex-works SupplyContractfor.....(insertname of the Package)……. Specification No.....Domestic Competitive Bidding.
(Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

1.1 This has reference to the following:

1.2 Our Invitation for Bids (IFB) dated ……...

1.3 Bidding documents for the subject package issued to you vide our letterRef.No. …….. dated....., comprising thefollowing:

a) ConditionsofContract Volume-I (DocumentCodeNo.....)
b) TechnicalSpecifications Volume-II (DocumentCodeNo.....)
c) Bid Form,PriceSchedules Volume-III &Technical Data Sheets (Document CodeNo. ……)

Amendment/ErrataNo....to Bidding Documents issued to you vide our letterno. ……. dated.....(Applicable only if any Errata/Amendment to the BiddingDocumentshas been issued subsequently)

Clarifications to the Bidding Documents, pursuant to pre-bidconference held on ……., issued to you vide our letters no.....Dated..... (Useas 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)

First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. …….. (Lead Partner) and M/s. ……. (Other Partner) for the subjectpackageunderProposalreferenceno .....dated …….. wasopenedon ..... (Use asapplicable)

Intimation for Opening of Price Scheduleissuedto you vide our letter no. ……dated ……

Your Bid/the Bid by the Joint Venture (JV)ofM/s.....(Lead Partner)andM/s.....(Other Partner) under proposal referenceno. ……. Dated …… wasopenedon.....(Use asapplicable)

Post bid discussions we had with you on variousdatesfrom.....to ……resulting into the Minutes of Meeting/ Record Notes of Post Bid Discussions enclosed as APPENDIX (NOA)-1 with this Notification of Award.

2.0 AWARD OF CONTRACT AND ITSSCOPE

2.1 We confirm having accepted your Bid/Bid of the Joint Venture (JV) ofM/s. …… (Lead Partner) and M/s. …… (Other Partner) (Use as applicable) (referred to at para 1.3 &1.5 above) read in conjunction with all the specifications, terms & conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 & 1.2.2 [modify as applicable] above) and specific confirmations recorded in the Record NotesofPostBidDiscussions(referredtoatpara1.6above),andawardonyou/theJV(use as applicable) the 'Ex-works Supply Contract' (also referred to as the 'First Contract') covering inter-alia Ex-works supply of all equipment and materials including Type Testing to be conducted, required for the complete execution of the …… (insert name of Package along with name of the Project) ……., as detailed in the documents referredhereinabove.

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

2.1.1 You, the Lead Partner of the JV, along with M/s..... , the Other

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

2.2 The notification for award of Contract for performance of all other activities, as set forth in the Bidding Documents, viz.....(Indicate brief scope of work of the Second Contract) ... .. has been issued on you vide our NOAno……..dated……. (Hereinafter called the "Second Contract" or "Services Contract").

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

3.0 CONTRACTPRICE

3.1 The total Contract Price for the entire scope of work under this Contract shallbe……..(Specifythecurrencyandtheamountinfigures&words) ..... as perthe following break-up:

S.No.	**Price Component**	**Amount**
1.	Total Supply Price including GST	
2.	Total Freight & Insurance Charges including GST	
Total for Supply Contract including GST		

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

4.0 You/The JV (use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of …… (Specify the value) …… i.e. equal to 10% (Ten percent) of the Contract Price, and valid uptoandincluding …….. and any other securities as per the Bidding Documents.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0For release of advance payment (admissible as per the Bidding Documents) equal to …..% of the Ex-works Price component of the Contract Price, you are, inter-alia, required to furnish a Bank Guarantee for the equivalent advance amount. The validity of the Advance Bank Guarantee shall be up to and including…….. Further, please note that furnishing of all the Contract Performance Securities under the 'FirstContract'and'SecondContract'shallbeoneoftheconditionsprecedenttoreleaseof advance under thisContract.

6.0 All the bank guarantees shall be furnished from an **eligible bank** as described in the Bidding Documents.

7.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successful completion of the …… (insert name of Package along with name of the Project) …. shall be … (indicate the completion schedule) …. months from the date of issue of this Notification of Award for all contractual purposes.

8.0 This Notification of Award constitutes formation of the Contract and comes into forcewitheffectfromthedateofissuanceofthisNotificationofAward

9.0 You shall enter into aContract Agreement with us within thirty (30) days from the date of this Notification ofAward.

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

Please take the necessary action to commence the work and confirm action

Yours faithfully,

For and on behalf of

(Name of the Employer.
(Authorised Signatory)

Enclosures:

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

5. (4B) FORM FOR NOTIFICATION OF AWARD OF CONTRACT FORINSTALLATION OF PLANT &EQUIPMENT

Ref.No.: Date:

(insert Contractor's Name &Address)...
.....
.....
.....

[In case of Joint Venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:
(Lead Partner of the Joint Venture of M/s. ……and M/s.....)]

Attn : Mr...

Sub.: Notification of Award for ServicesContractfor ..... (Insert name ofthe Package) …….SpecificationNo. .....DomesticCompetitive Bidding. (Project Funding: Domestic).

Dear Sir,

1.0 REFERENCE

This has reference to the following:

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

1.2 Biddingdocumentsforthesubjectpackageissuedtoyouvideourletter Ref.No. …….. dated....., comprising thefollowing:

a) ConditionsofContract Volume-I (DocumentCodeNo.....)
b) TechnicalSpecifications Volume-II (DocumentCodeNo.....)
c) Bid Form,PriceSchedules Volume-III&TechnicalData Sheets (Document Code No. ……)

1.2.1 Amendment/ErrataNo .....toBiddingDocumentsissuedtoyouvideourletter no. ……. dated …….

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

1.2.2 Clarifications to the Bidding Documents, pursuant to pre-bid conference held on ……., issued to you vide our letters no. …… dated ..... (Use as applicable)

(Applicable only if any clarification to the Bidding Documents has been issued subsequently) (INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BIDOPENING)

1.3 First envelope of your Bid submitted/the Bid submitted by the Joint Venture (JV) of M/s. …….. (Lead Partner)andM/s ..... (Other Partner) for the subject package under Proposal reference no. ..... dated …….. wasopenedon..... (Use asapplicable)

1.4 IntimationforOpeningofPriceScheduleissuedtoyouvideourletterno. .....dated ……

1.5 Your Bid/the Bid by the Joint Venture (JV)ofM/s.....(Lead Partner)andM/s.....(Other Partner) under proposal referenceno. ……. dated …… wasopenedon.....(Use asapplicable)

1.6 Post biddiscussions we had with you on variousdatesfrom.....to …….resultingintotheMinutesofMeeting/ RecordNotesofPostBid Discussions enclosed as APPENDIX (NOA)-1 with this Notification ofAward.

2.0 AWARD OF CONTRACT AND ITSSCOPE

2.1 WeconfirmhavingacceptedyourBid/BidoftheJointVenture(JV)ofM/s. …… (Lead Partner) and M/s. …… (Other Partner) (Use as applicable) (referred to at para 1.3 & 1.5 above) read in conjunction with all the specifications, terms &conditions of the Bidding Documents (referred to at para 1.2, 1.2.1 &1.2.2 [modify as applicable] above) and specific confirmations recorded in the Record Notes of Post Bid Discussions (referred to at para 1.6 above), and award on you/the JV(use as applicable) the 'Services Contract' (also referred to as the 'Second Contract') for performance of all other activities, as set forth in the documents, viz. .. ...….. (Indicate brief scope of work)... . for the …… (insert name ofPackage along with name of the Project)….

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

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

2.2 The notification for award of Contract for Ex-works Supply of all equipment and materials including Type Testing to be conducted, as set forth in thedocuments, viz. ..….. (Indicatebriefscopeof work of theFirstContract)hasbeen issued on you vide our NOA no. …….. dated ……. (hereinafter called the "Ex-works Supply Contract" or "First Contract"). Notwithstanding the award of work under two separate Contracts in the aforesaid manner, you/the JV (use as applicable) shall be overall responsible to ensure the execution of both the Contracts to achieve successful completion and taking over of the works under the package by the Employer as per the requirements stipulated in the Bidding Documents. It is expressly understood and agreed by you/the JV(use as applicable) that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice-versa, and any such default or breach or occurrence giving us a right to terminate the 'First Contract', either in full or in part, and/or recover damages there under, shall give us an absolute right to terminate this Contract, at your/JV's (use as applicable) risk, cost and responsibility, either in full or in part and/or recover damages under this 'Second Contract' as well. However, such default or breach or occurrence in the 'First Contract', shall not automatically relieve you/the JV(use as applicable) of any of your obligations under this 'Second Contract'. It is also expressly understood and agreed by you/the JV(use as applicable) that the equipment/materials supplied by you/the JV(use as applicable) under the 'First Contract', when erected, installed & commissioned by you/the JV(use as applicable) under this 'Second Contract' shall give satisfactory performance inaccordancewiththeprovisionsoftheContract.

3.0 CONTRACTPRICE

3.1 Thetotal Contract Price for the entire scope of work under this Contract shallbe…….. (Specify the currency and the amount infigures &words) ..... asper the following break-up

S.No.	Price Component	Amount
1.	Erection, Installation, Testing, Commissioning and all Civil works etc. including GST	
2.	Training Chargesincluding GST (if any)	
Total for Service Contract including GST		

3.2 NotwithstandingthebreakupoftheContractPrice,theContractshall,atalltimes,be construed as a single source responsibility Contract and any breach in any part of the Contractshallbetreatedasabreachoftheentire Contract.

4.0 You/the JV(use as applicable) are/is required to furnish at the earliest a Performance Security(ies), as per the Bidding Documents, for an amount of ……(Specify thevalue)..... i.e. equal to 10% (Ten percent) of the Contract Price, and validupto andincluding .....and any other securities as per the BiddingDocuments.

(In case any other performance security is required to be furnished, the same is to be mentioned here)

5.0 All the bank guarantees shall be furnished from an eligible bank as described in the Bidding Documents.

6.0 The schedule for Taking Over/Completion of Facilities by the Employer upon successfulcompletionofthe……(insertnameofPackagealongwithnameoftheProject) …. shall be … (indicate the completion schedule) …. months from the date of issue ofthisNotification of Award for all contractualpurposes.

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

8.0 You shall enter into a Contract Agreement with us within thirty (30) daysfromthedateofthisNotificationofAward.

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

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

For and on behalf of

….....(Name of the Employer)
….....(Authorised Signatory)

Enclosures:

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

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

6. (FORMS 5) FORM OF CONTRACTAGREEMENT

[Alternative - a]

EX-WORKS SUPPLY CONTRACT AGREEMENT BETWEEN ..... (Name of Employer) ..... AND M/s.....(Name of Contractor) ... ./JOINT VENTURE(JV) OF M/s.....…….. .....(Name of Lead Partner)…. (THE LEAD PARTNER OF THE JV)AND M/s. ….. (Name of Other Partner)…… (THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACTAGREEMENTNo. .....(also referred to as'Ex-WorksSupplyContract/the First Contract') is made on the ….. day of…… 20…..

BETWEEN

(1) ..... (NameofEmployer) ..... a company incorporatedunder the lawsofCompaniesAct 1956 and having its RegisteredOfficeat.....(registered address of the Employer) …… and its Corporate Office at ……(address of theEmployer) .....(hereinafter called "the Employer"and also referred to as "…..(insert abbreviated name oftheEmployer)..... ")

and

(2) M/s ..... (Name of Contractor) ... ., a company incorporated under the laws ofCompanies Act 1956 and having its Principal place of businessat ……....(AddressofContractor)..... and Registered Office at ..... ……....(Registered address ofContractor) .....(hereinafter called "the Contractor" and also referred to as " .....(insert abbreviated name of the Contractor)..... ")

or

Joint Venture (JV) ofM/s.....(Name of Lead Partner) .....(The LeadPartner of JV), a company incorporated under thelaws of Companies Act 1956andhavingits Principal place of businessat……..... (Address of Lead Partner).....and RegisteredOfficeat ..... (Registered address of Lead Partner).....and M/s ...(Name ofOtherPartner)..... (the Partner ofJV), acompany incorporated under the lawsofCompanies Act1956 and having itsPrincipal place of business at ……....(Address of Other Partner) .... andRegistered Office at ……....(Registered address of Other Partner)

(hereinafter called "the Contractor" and also referred to as “Joint Venture”/the ‘JV””)

(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for the Ex-works supply of all equipment andmaterials including Type Testing to be conducted inter-alia including..…..(Indicate brief scope of work) for thecompleteexecutionofthe……(insert name of Package alongwith name of the Project)..... as detailed in the ContractDocument ("theFacilities"),andtheContractorhasagreedtosuchengagementuponandsubjecttotheterms and conditions hereinafterappearing.

NOW IT IS HEREBY AGREED as follows:Article1. ContractDocuments

1.1 Contract Documents (Reference GCC Clause3.3)

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

1. This Contract Agreement and the Appendicesthereto.
2. Notification of Award Ref. No……..…….dated..... VOLUME -B
3. “Bidding Documents” comprising of thefollowing:

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

a. VOLUME - I: Condition of contract (DocumentCodeNo.:.....):

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

1. Bid Form &PriceSchedule

1.1 BidForm
1.2 PriceSchedule

2. Bid SecurityForm

3. Form of Notification by the Employer to theBank

3.aApplicable for forfeiture of BankGuarantee

3.b Applicable for conditional claim pending extension of Bank Guarantee by the bidder. Contract’ for Installation of Plant andequipment

5. Form of ContractAgreementAlternative AAlternativeB

Appendix-1: Terms and Procedures ofPayment

Appendix-2: Price Adjustment

Appendix-3: InsuranceRequirements

Appendix-4: TimeSchedule

Appendix-5: List of ApprovedSubcontractors

Appendix-6: ScopeofWorksandSupplybytheEmployer

Appendix-7: List of Document for Approval orReview

Appendix-8: Guarantees, Liquidated Damages forNon-Performance

6. Performance SecurityForm

7. Bank Guarantee Form for AdvancePayment

8. Form of Taking overCertificate

9. Form of Indemnity Bond to be executed by the Contractor for the Equipment handedoverinonelotbyEmployerforperformanceofitscontract

10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handedoverininstalmentsbyEmployerForperformanceofitscontract

11. Form of AuthorisationLetter

12. Form of Trust Receipt for Plant, Equipment and Materialsreceived

13. FormofExtensionofBankGuarantee

14. Form of Power ofAttorneyfor Joint Venture

15. FormofUndertakingbytheJointVenturePartners

16. Format for Evidence of Access to or Availability ofCredit/ Facilities

17. Form of OperationalAcceptance

18. Form of Safety Plan to be submitted by the Contractor within sixty days of award of contract

19. Form of joint deed of undertaking by the Sub- contractor along with thebidder

/contractor

20. FormofCertificateofFinancialParametersforQR

4. Bid Submitted by theContractor.

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

1.2 Order of Precedence (Reference GCCClause2)

Intheeventofanyambiguityor conflictbetweentheContractDocumentslistedabove,the orderofprecedenceshallbetheorderinwhichtheContractDocumentsarelistedinArticle 1.1 (Contract Documents) above.

Article2. Contract Price and Terms ofPayment

2.1 Contract Price (Reference GCC Clause7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration oftheperformancebytheContractorofitsobligationshereunder.TheContractPrice shall be the aggregate of …… (amount in words) .....(.....(amountin figures).....),orsuchothersumsasmaybedeterminedinaccordancewiththeterms and conditions of the Contract. The break-up of the Contract price is as under:

S.No.	**Price Component**	**Amount**
1.	Total Supply Price including GST	
2.	Total Freight & Insurance Charges including GST	
Total for Supply Contract including GST		

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

2.2 Termsof Payment (ReferenceGCC)

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

Article 3. Effective Date for Determining Time for Completion

1.1 Effective Date (Reference GCC1)

The Time of Completion of Facilities shall be determined from the date of the NotificationofAwardi.e.,from.....Article4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean theAppendices attached hereto, and the Contract shall be read and construedaccordingly.

List of Appendices

Appendix1 Terms and Procedures ofPaymentAppendix 2PriceAdjustment
Appendix3 Insurance Requirements
Appendix 4TimeSchedule
Appendix5 List of ApprovedSubcontractors
Appendix6 ScopeofWorksandSupplybytheEmployer
Appendix7 List of Document for Approval orReview
Appendix 8 Guarantees, Liquidated Damages for Non-Performance

Article 5.

The Contract Agreement No. …….. has also been made on the …….. Day of …….. 20…., between the Employer and the Contractor for the Services Contract (hereinafter referred to as the "Second Contract") for the subject package which includes performance of all the services interalia including …….. ..….. (Indicate brief scope ofwork)... . for the complete execution of the …… (Insert name of Packagealong with name of the Project)…….

Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expressly understoodand agreed by the Contractor that any default or breach underthe

'Second Contract' shall automatically be deemed as a default or breach of this 'First Contract' also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the 'Second Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminatethisContractattheContractor'srisk,costandresponsibility,eitherinfullorinpart and /or recover damages under this 'First Contract' as well. However, such breach or defaultoroccurrenceinthe'SecondContract'shallnotautomaticallyrelievethe

Contractor of any of its responsibility/ obligations under this 'First Contract'. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under this 'First Contract' when installed and commissioned by the Contractor under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of theContract.

INWITNESSWHEREOFtheEmployerandtheContractorhavecausedthisAgreementto be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer	Signed by for and on behalf of the Contractor
Signature..... (Name) ..... (Designation)	Signature..... (Name) ..... (Designation) . .....
In the presenceof1.	In the presenceof1.
2.	2.

7. (FORM 6) FORM OF CONTRACT AGREEMENT [ALTERNATIVE -B]

SERVICES CONTRACT AGREEMENT BETWEEN .....(Nameof Employer) ...AND M/s. .....(Name of Contractor) ...../JOINT VENTURE (JV) OF M/s .....(Name of Lead Partner)…. (THE LEAD PARTNER OF THE JV)ANDM/s..... (NameofOther Partner)……(THE PARTNER OF THE JV) [Use as applicable]

THIS CONTRACTAGREEMENTNo..... (also referred toas'Services Contract/theSecondContract') is made on the …..day of……20.....BETWEEN

(1) .....(Name of Employer).....a company incorporated under the laws ofCompaniesAct1956 and having its RegisteredOfficeat .....(registered addressof the Employer) …… and its CorporateOfficeat..... (address of the Employer)..... (hereinafter called "the Employer" and also referred to as "…..(insert abbreviated name of theEmployer)..... ")

and

(2) M/s ..... (Name of Contractor)....., a company incorporated under the laws ofCompanies Act 1956 and having its Principal place of businessat ……....(AddressofContractor)..... and Registered Office at .....……....(Registered address ofContractor).....(hereinafter called "the Contractor" and also referred to as " .....(insertabbreviatednameof the Contractor)....."")

or

Joint Venture (JV) of M/s (Name of Lead Partner).....(the LeadPartner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at ……....(Address of Lead Partner) . and Registered Office at ……....(Registered address of Lead Partner) andM/s .....(Name of Other Partner) ...(the Partner of JV), acompany incorporated under the laws of Companies Act1956 and having itsPrincipal place of businessat ……....(Address of Other Partner) ..... andRegistered Office at (Registered address of Other Partner)(hereinafter called "the Contractor" and also referred to as "Joint Venture"/the 'JV"")

(Applicable only in case of Joint Venture)

WHEREAS the Employer desires to engage the Contractor for providing all the services inter- alia including.....(Indicate brief scope of work) for thecomplete execution

of the …… (insert name of Package alongwithnameof the Project)……. as detailed in the Contract Document ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafterappearing.

NOW IT IS HEREBY AGREED as follows: Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause3.3)

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

1. This Contract Agreement and the Appendicesthereto.
2. Notification of Award Ref. No……..…….dated..... VOLUME -B
3. "Bidding Documents" comprising of thefollowing:

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

a. VOLUME - I: Condition of contract (DocumentCodeNo.:.....):

Section I: Invitation for Bid (Section - IFB)

Section II:Instructionsto Bidders (Section - ITB)

Section III:BidDatasheets(BDS)

Section IV:GeneralConditionsof Contract (GCC)

Section V:Special ConditionsofContract (SCC)

Section VI:SampleFormsand Procedures (FP)

1. Bid Form &PriceSchedule

1.1 BidForm

1.2 PriceSchedule

2. Bid SecurityForm
3. Form of Notification by the Employer to theBank

3.aApplicable for forfeiture of BankGuarantee

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

4. Formof`NotificationofAwardofContract

4(a) Form of 'Notificationof Award of Contract' forSupplyof Plant and equipment 4(b)

Form of 'Notification of Award ofContract' for Installation of Plant andequipment

5. Form of ContractAgreementAlternativeA AlternativeB

Appendix-1: Terms and Procedures ofPayment

Appendix-2: Price Adjustment

Appendix-3: InsuranceRequirements

Appendix-4: TimeSchedule

Appendix-5: List of ApprovedSubcontractors

Appendix-6: ScopeofWorksandSupplybytheEmployer

Appendix-7: List of Document for Approval orReview

Appendix-8: Guarantees, Liquidated Damages forNon-Performance

6. Performance SecurityForm

7. Bank Guarantee Form for AdvancePayment

8. Form of Taking overCertificate

9. FormofIndemnityBondtobeexecutedbytheContractorfortheEquipmenthandedoverinone lot by Employer for performance of itscontract

10. Form of Indemnity Bond to be executed by the Contractor for the Equipment handedoverininstalmentsbyEmployerForperformanceofitscontract

11. Form of AuthorisationLetter

12. Form of Trust Receipt for Plant, Equipment and Materialsreceived

13. FormofExtensionofBankGuarantee

14. Form of Power ofAttorneyfor Joint Venture

15. FormofUndertakingbytheJointVenturePartners

16. Format for Evidence of Access to or Availability of Credit/Facilities

17. Form of OperationalAcceptance

18. Form of Safety Plan to be submitted by the Contractor within sixty days of award ofcontract

19. Form of joint deed of undertaking by the Sub- contractor along with thebidder /contractor

20. Form of Certificate of Financial Parameters forQR

VOLUME - C

4. Bid Submitted by theContractor.

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

1.2 Order of Precedence (Reference GCCClause3.3)

IntheeventofanyambiguityorconflictbetweentheContractDocumentslistedabove, the orderofprecedenceshallbetheorderinwhichtheContractDocumentsarelistedinClause 3.3 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause1)

1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions ofContract

Article2. Contract Price and Terms ofPayment

2.1 ContractPrice (Reference GCC Clause7)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration oftheperformancebytheContractorofitsobligationshereunder.TheContractPrice shall be the aggregate of …… (amount in words) .....(..... (amountin figures).....),orsuchothersumsasmaybedeterminedinaccordancewiththeterms and conditions of the Contract. The break-up of the Contract price is as under:

S.No.	Price Component	Amount
1.	Erection, Installation, Testing, Commissioning and all Civil works etc. including GST	
2.	Training ChargesincludingGST(if any)	
Total for Service Contract including GST		

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

2.2 Termsof Payment (Reference GCC Clause8)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto. Article 3. Effective Date for Determining Time forCompletion

3.1 Effective Date (Reference GCC Clause 1) The Time of Completion of Facilities shall be determined from the date of the Notification of Award i.e.,from ……

Article4. Appendices The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

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

List of Appendices

Appendix1 Terms and Procedures ofPaymentAppendix 2PriceAdjustment
Appendix 3 Insurance Requirements
Appendix 4Time Schedule
Appendix5 List of ApprovedSubcontractors
Appendix6 ScopeofWorksandSupplybytheEmployer
Appendix7 List of Document for Approval orReview
Appendix8 Guarantees, Liquidated Damages forNon-Performance

Article 5. The ContractAgreementNo ..... has also been made onthe …….. day of ……..20…., between the Employer and the Contractor for the Ex-Works Supply Contract (hereinafter referred to as the "First Contract") for the subject package which includes Ex-works supply of all equipment and materials including Type Testing to be conducted interalia including …….. ..….. (Indicate brief scope of work)for the complete execution of the …… (insert name of Package along with name of the Project)……. Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Contractor shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the facilities by the Employer as per the requirements stipulated in the Contract. It is expresslyunderstoodandagreedbytheContractorthatanydefaultorbreachunderthe

‘First Contract’ shall automatically be deemed as a default or breach of this ‘Second Contract’ also and vice-versa and any such breach or occurrence or default giving the Employer a right to terminate the ‘First Contract’ either in full or in part, and/or recover damages there under that Contract, shall give the Employer an absolute right to terminate this Contract at the Contractor’s risk, cost and responsibility, either in full or in part and /or recover damages under this ‘Second Contract’ as well. However, such breach or default or occurrence in the ‘First Contract’ shall not automatically relieve the Contractor of any of its responsibility/ obligations under this ‘Second Contract’. It is also expressly understood and agreed by the Contractor that the equipment /materials supplied by the Contractor under the ‘First Contract’ when installed and commissioned by the Contractorunderthis‘Second Contract’shallgivesatisfactoryperformanceinaccordance with the provisions of theContract.

INWITNESSWHEREOFtheEmployerandtheContractorhavecausedthisAgreementto be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Employer	Signed by for and on behalf of the Contractor
Signature.....	Signature.....
(Name)	(Name) .....
(Designation)	(Designation) . .....
In the presenceof1.	In the presenceof1.
2.	2.

(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordancewiththeConstructionoftheContractstipulatedatBDSClause[ITB30.4].The forms of Contract under both Alternative i.e., a & b shall beused).

8. APPENDIX-1: PAYMENTTERM

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

Payment Terms applicable to Turnkey Contracts:

A. PAYMENT OF THE WORK

A. 1: Supply Price Component:

(i) Advance Payment(Optional):

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

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

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

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

1) Contractor's Request Letter for Mobilization Advance along with theinvoice

2) ExecutionoftheagreementbytheContractor

3) Submission of Irrevocable Bank Guarantee asabove

4) Detailed PERT Network/Bar chart and its approval by theEmployer

Thesecondinstalmentof7.5%shallbereleasedonpresentationofcontractorinvoiceand satisfactory utilization certificate of first advanceinstalment.

This payment is an optional payment.

(ii) **<u>Interim Payment:</u>**

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

- CertificationofreceiptofmaterialatsitebytheEngineeroftheOwner.
- Contractor'sdetailedinvoice&packinglistidentifyingcontentsofeachshipment.
- Insurancepolicy/certificate
- Manufacturer's/Contractor's guarantee certificate ofQuality.
- Material Inspection Clearance Certificate (MICC) for dispatch issued by the Employer'srepresentativeandtheContractor'sfactoryinspectionreport.
- Test certificate

(b) Further, payment for next **15% (Fifteen percent)** of supply portion for a particular item **excluding GST** shall be released against successful completion of erection of that particular item on pro rata basis.

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

****However, if the estimated cost of the tender is up to Rs.25.00Crs. (Rupees Twenty Five Crores), then the above payment shall be 5% in place of 10%.**

The above retention amount(as per sl. no.-A.1. (iii)) may be released on request of contractor against submission of Bank guarantee of equivalent amount which will be valid upto two months beyond completion and taking over of the project and will be extended upto two months beyond acceptance of closure proposal of the project.

A.2. <u>Erection Price Component (including civilworks):</u>

(i) Advance Payment(Optional):-

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

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

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

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

(a) Submission of detailed invoice for advance payment.

(b) Establishment of Contractor's site offices, and certification by Engineer-in-charge that satisfactory mobilization for erectionexists.

The second installmentof5% shall be released on presentation of contractors invoiceand satisfactory utilization certificate of first advanceinstalment.

This payment is an optional payment.

(ii) **90% (ninety percent)** of the erection price component **including 100% GST**will be paidonprogressivebasisdependingontheactualworkdoneasagainsteachsuccessful completionofinstallation,erection,testing&commissioningetc.activityandasperthe bill duly verified and admitted by the concerned A.E.E./A.Ex.E, duly signed by Work-in-Charge (i.e. concerned Electrical Executive Engineer) and countersigned by theconcernedEngineer-in-Charge(i.e.concernedElectricalSuperintendingEngineer) andafterdeduction/adjustmentoftheMobilizationadvanceandinterestonpro-ratabasis. The assets register is mandatorily to be submitted along with the bill for capitalization of assets.

(iii) **Thebalance10%(tenpercent)**oftheerectionpricecomponent**excludingGST**shall be paidafter successfulcompletion of installation, erection, testing & commissioning etc. of the work and after obtaining certificate of successful commissioning of the projectfromthecompetentauthorityasperscopeofthetenderandissuanceof**Taking Over**

Certificate by Engineer-in-Charge (i.e. concerned ESE) and submission of performance guarantee and also acceptance of closure proposal of theproject.

The above retention amount(as per sl. no.-A.2. (iii))may be released on request of contractor against submission of Bank guarantee of equivalent amount which will be valid upto two months beyond completion and taking over of the project and will be extended upto two months beyond acceptance of closure proposal of the project.

Note:

1. Commissioning, for the purpose of payments shall mean satisfactory completion of all supplies, erection, commissioning checks and successful completion of all site tests and continuous energization of the equipment/materials at rated voltage as per the Contract and to the satisfaction/approval of theEmployer.

❖ **Payment towardsTaxes**

- Taxes applicable as per Indian Tax laws, in respect of direct transaction between EMPLOYER and the contractor and to be reimbursed by EMPLOYER as per the contract, will be reimbursed on receipt of materials and equipmentsin good condition against documentaryevidence.

- Payment towards taxes shall be released by EMPLOYER directly to the Contractor against invoices along with documentary evidence, to be submitted by the Contractor as specified in theContract.

- *Where the word Sales Tax, Sale Vat, Local Taxes etc. have been used, which have beensubsumedunderGST,theprovisionofGSTshallprevail lintotality.Further,the biddermustbeGSTcompliant.However,thiswillbesubjecttoadoptionbytheGovt. of Bihar.*

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

S.No.	Period after award of work (Date of LOI/NOA)*	Bill submission Schedule**
1.	03 Months	25% of the awarded work value
2.	06 Months	50% of the awarded work value
3.	09 Months	75% of the awarded work value
4.	12 Months	100% of the awarded work value

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

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

Note:

*** &** Milestones for submission of bills of Supply, Erection and Civil Works shall change proportionately for each tender/ contract depending upon the definedtimefor completion of the particularproject.**

VIII-6 Mode ofPayment

V1III-6.1 Payments shall be made promptly by the Employer after receipt of Contractor's invoice complete in all respects and supported by the requisite documents and fulfilment of stipulated conditions, if any. All the payments made during thecontract shall be on account paymentonly.

VIII-6.2 In case the Contract is awarded on a joint venture, the Advance Bank Guaranteesaswell as Contract Performance Guarantees referred above shall be in the name of the Joint Venture covering all the partners of the Joint Venture and not in thenameof the LeadPartneroranypartner(s)oftheJointVenture alone.

9. APPENDIX-3: INSURANCE (NOTUSED)

10. APPENDIX-4: TIMESCHEDULE

1. The Project Completion Schedule shall be asfollows:

S.No.	Activities	Duration in Months from The effective date of Contract
	Taking Over by the Employer upon successful Completion of:	
1.	"Construction of 02(two) nos. of 132 KV GIS line bays at GSS Dumraon (New) for second source connectivity of GSS Piro" NIT No. 40/PR/BSPTCL/2026	For 12 (Twelve) months project, 25% work should get completed within 3 months, 25% balance works should get completed in next 3 months, 25% balance works should get completed in next 3 months, and final 25% balance works should get completed in next 3 months.

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

This master network will be discussed and agreed before Award in line with above, engineeringdrawinganddatasubmissionscheduleshallalsobediscussedandfinalisedbefore Award. Liquidated damages for delay in successful Completion of the Facilities or specific part thereof (where specific parts are specified in SCC) and OperationalAcceptance.

1.2 The Employer reserves the right to request minor changes in the work schedule at the time of Award of Contract to the successful Bidder.

1.3 The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans &programmes and finalise the same with the Employer as per the requirement specified in Technical Specifications and scope of works, which shall from a part of the Contract.

11. APPENDIX-5: LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shallbe completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Employer for engagement by the Contractor during the performance of thecontract.

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

added to this list of Approved subcontractors.

Item of Facilities	**Approved Subcontractors**	**Nationality**

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

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

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

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

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

Personnel	Charge to Contractor -None NIL
Facilities	Charge to Contractor - None except asnoted
ElectricityandWater	Charge to Contractor - asnoted

The Contractor shall be entitled to use for the purposes of the facilities such suppliesofelectricityandwaterasmaybeavailableontheSiteandshallprovideany apparatus necessary for such use. The Contractor shall pay the Employer at the applicable tariff plus Employer's overheads, if any, for such use. Where such supplies are not available, the Contractor shall make his own arrangement for provisionofanysupplieshemayrequire.

Works	Charge to Contractor -None NIL
Supplies	Charge to Contractor -None NIL

13. APPENDIX-7: LIST OF DOCUMENTS FOR APPROVAL ORREVIEW

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

A. Approval
B. Review

3. Note:

Biddershallfurnishtheexhaustivelist,whichshallbediscussedandfinalisedforincorporation into the ContractAgreement

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

1. The equipment offered shall meet the rating and performance requirementstipulatedin Technical Specification for various equipmentorindicated in Datarequirement.

2. The ratings and performance figures of the equipmentsaretobeguaranteed.

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

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

15A (FORM 7A) PERFORMANCE SECURITY FORM

Bank Guarantee No. …… Date.....

Contract No.....

……..[Name of Contract]…….

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

WerefertotheContract("theContract")issuedvideNOA(NotificationofAward)No. .....Dated.....betweenM/s.XXXXX(NameofEmployer),havingitsRegistered Office at XXXXX (Registered Address of Employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of Owner) (hereinafter referred to as 'XXXX (ShortNameofOwner)'/'Owner'),andM/s.....(NameofContractor)..... , having its Principal place of business at ……....(Address ofContractor) ..... and RegisteredOfficeat .....(Registered address ofContractor) ..... ("the Contractor") concerning …….....….. (Indicate brief scope of work) ..... for the complete executionofthe……(insertnameofPackagealongwithnameoftheProject)…….. [Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

WerefertotheContractsignedon.....(insertdateoftheContract)…..... between M/s. XXXXX (Name of Employer), having its Registered Office at XXXXX (Registered Address of Employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of Owner) (hereinafter referred to as 'XXXX (Short Name of Owner)' /'Owner'), and M/s ... . (Name of Contractor) , having its Principal place of business at ……....(Address of Contractor) ... . and Registered Office at ……... (Registered addressof Contractor)..... ("The Contractor") and the Contract ("the Contract") signed on ... ..(Insert date of the Contract)…..... between XXXXX (Name of Employer) on behalf of Owner andM/s ...(Name of Associate) ....., having its Principal place of business at ……....(Address of Associate) ... . and RegisteredOfficeat ……....(Registered ..... address of Associate) ., the Associate of the Contractor for executing the Facilities concerning ……....….. ..... (Indicate brief scope of work)

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

By this letter we, the undersigned, ……(insert name & address of the issuing bank) ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of.....and having its Registered/Head Office at …..…….(insert address of registered office of thebank)…….. do hereby irrevocably guarantee payment to the Employer up to … ..... i.e., Ten/five percent

(10/5%,as applicable) of the Contract Price until Sixty (60) days beyond the Scheduled Completion Period of the project and will be extended till actual successful completion of the entire work and taking over of the project and submission of performance guarantee i.e., up to andinclusiveof ..... (dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand. Such payment shall be made by us on the samebankingdayasrequestwithoutdmuranddelayandwithoutreferringthematterback to the Contractor for what so reason it maybe

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of anydemanddulymadehereunderpriortoexpiryoftheLetterofGuarantee,withoutbeing entitled to inquire whether or not this payment is lawfullydemanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until Sixty (60) days beyond the Scheduled Completion Period of the Facilities i.e. uptoandinclusiveof ..... (dd/mm/yy)andshallbeextendedfromtimetotimeforsuch period(notexceedingoneyear),asmaybedesiredbyM/s ..... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

Allnoticestobegivenundershallbegivenbyregistered(airmail)poststotheaddresseeat the address herein set out or as otherwise advised by and between the partieshereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified,compromised,releasedordischargedbymutualagreementbetweenyouandthe Contractor, and this security may be exchanged or surrendered without in any way impairingoraffectingourliabilitieshereunderwithoutnoticestousandwithoutthe

necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased ordecreased.

Noaction,eventorconditionwhichbyanyapplicablelawshouldoperatetodischargeus fromliabilityhereundershallhaveanyeffectandweherebywaiveanyright wemayhave to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in allrespects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)] Signature

Name

Designation

POANumber

Contact Number(s): Tel. Mobile

FaxNumber

email

Common Seal of the Bank Witness:

Signature

Name

Address_

Contact Number(s): Tel. Mobile

email

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably bewitnessed.
3. The Bank Guarantee should be in accordance with the Performa as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the Performa of theBank

Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shallnotexceed. .....(Value infigures) words).....].

2. This Bank Guarantee shall bevalidupto. ..... (validitydate)

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guaranteeonly&onlyifwereceiveawrittenclaimordemandonorbefore(validity date)

15B. (FORM 7B) PERFORMANCE GUARANTEE FORM

Bank Guarantee No. …… Date.....

Contract No.....

……..[Name of Contract]…….

To: [Name and address of Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on .....(insert date of the Contract) between M/s. XXXXX (Name of Employer), having its RegisteredOffice at XXXXX (Registered Address of Employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of Owner) (hereinafter referred to as 'XXXX (ShortNameofOwner)'/'Owner'),andM/s.....(NameofContractor)..... , having its Principal place of business at ……....(Address ofContractor) ..... and RegisteredOffice at.....(Registered address ofContractor) ..... ("the Contractor") concerning …….....….. (Indicate brief scope of work) ..... for the complete executionofthe……(insertnameofPackagealongwithnameoftheProject)……..
[Applicable for Bank Guarantees issued by Contractor/Associate for those Contracts awarded to them]

Or

We refer to the Contract signed on ... .(insert date of the Contract)… between M/s. XXXXX (Name of Employer), having its Registered Office at XXXXX (Registered Address of Employer) ("the Employer"/" XXXXX (Name of Employer)") on behalf of XXXX (Name of Owner) (hereinafter referred to as 'XXXX (Short NameofOwner)' /'Owner'), and M/s ... . (Name of Contractor) ... ..., having its Principal place of business at ……....(Address of Contractor) ... . and Registered Office at ……... (Registered address of Contractor)..... ("The Contractor") and the Contract ("the Contract") signed on ... ..(Insert date of the Contract) between XXXXX (Name ofEmployer) on behalf of Owner and M/s ...(NameofAssociate) ..... , havingitsPrincipalplaceofbusinessat……....(AddressofAssociate) .....and Registered Office at ……....(Registered ..... address of Associate) ., the Associate of the Contractor for executing the Facilities concerning … ..... (Indicate brief scope ofwork)

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

By this letter we, the undersigned, ……(insert name & address of the issuing bank) ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of.....and having its Registered/Head Office at …..…….(insert address of registered office of thebank)…….. do hereby irrevocably guarantee payment to the Employer up to … ..... i.e., five percent

(5%) of the Contract Price until Sixty (60) days beyond the Defect Liability Period i.e., upto and inclusiveof.....(dd/mm/yy).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by the Employer duly authorized officer or the authorized officer of Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand. Such payment shall be made by us on the same banking day as request without demur and delay and without referring the matter back to the Contractor for what so reason it maybe

Our liability under this Letter of Guarantee shall be to pay to the Employer whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of anydemanddulymadehereunderpriortoexpiryoftheLetterofGuarantee,without being entitled to inquire whether or not this payment is lawfullydemanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until Sixty (60) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ……. (dd/mm/yy) and shall be extended from time to time for such period(notexceedingoneyear),asmaybedesiredbyM/s ..... on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to the Employer shall equal the sums guaranteed hereunder, whichever is the earlier.

Allnoticestobegivenundershallbegivenbyregistered(airmail)poststotheaddresseeat the address herein set out or as otherwise advised by and between the partieshereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified,compromised,releasedordischargedbymutualagreementbetweenyouandthe Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased ordecreased.

Noaction,eventorconditionwhichbyanyapplicablelawshouldoperatetodischargeus fromliabilityhereundershallhaveanyeffectandweherebywaiveanyrightwe may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in allrespects.

For and on behalf of the Bank

[Signature of the authorized signatory (ies)] Signature

Name

Designation

POANumber

Contact Number(s): Tel. Mobile

FaxNumber

email

Common Seal of the Bank Witness:

Signature

Name

Address_

Contact Number(s): Tel. Mobile

email

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably bewitnessed.
3. The Bank Guarantee should be in accordance with the Performa as provided. However, in case the issuing bank insists for additional paragraph for limitation of liability, the following may be added at the end of the Performa of theBank

Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed..... (Value in figures)words).....].
2. This Bank Guarantee shall be valid upto. .....(Validitydate)
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before validitydate.

16. (FORM 8) BANK GUARANTEE FORM FOR ADVANCEPAYMENT

Bank GuaranteeNo…… Date... .....

ContractNo...

……..[Name ofContract]…….

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on ... .(Insert date of theContract)…..... between you and M/s..... (Name of Contractor)....., havingits Principal place of business at ……....(Address of Contractor) ..... and.....Registered Office at.....(Registered address of Contractor).....("the Contractor")concerning …….....….
.....(Indicate brief scope of work)..... for the complete execution of the …… (insert name of Package along with name of the Project)……..

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of …….....….(amount in figuresandwords).....and submit a Bank Guarantee of amount equal to 110% of theAdvancePayment .....(amount in figures andwords).

Bythisletterwe,theundersigned,.....(insertname&addressoftheissuingbank) ……, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of andhaving its Registered/Head Office at…..……. (Insert address of registered office of the bank)…….... do hereby irrevocably guarantee repayment of the said amounts upon the first demand of the Employer without cavil or argument in the event that the Contractor fails to commence or fulfil its obligations under the terms of the said Contract, and in the event of such failure, refuses to repay all or part (as the case may be) of the said advance payment to the Employer.

ProvidedalwaysthattheBank'sobligationshallbelimitedtoanamountequaltotheoutstanding balance of the advance payment, taking into account such amounts, which have been repaid by the Contractor from time to time in accordance with the terms of payment of the said Contract as evidenced by appropriate payment certificates.

This Guarantee shall remain in full force from the date upon which the said advance paymentisreceivedbytheContractoruptoninety(90)daysbeyondthedateonwhichtheentire advanceso advanced along with the interest if any due thereon has been fully adjusted in terms of the Contract i.e., upto of ninety (90) days beyond the date of Completion of the Facilities under the Contract. This Guarantee may be extended from time to time, as may be desired by M/s.....onwhosebehalfthisGuaranteehasbeen issued.

Any claimsto be made under this Guarantee must be received by the Bank during its period of validity, i.e. uptoninety(90) days beyond the date of Completion of the Facilities by the Employer i.e. uptoandinclusiveof..... (dd/mm/yy).

For and on behalf oftheBank

[Signature of the authorisedsignatory(ies)]Signature.....

Name.....

Designation.....

POANumber.....

Contact Number(s):Tel.....Mobile.....

Fax Number

email

Common Seal of the Bank

Witness:

Signature

Name

Address_

ContactNumber(s):Tel. Mobile

email

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. TheBankGuaranteeshallbesignedonallthepagesbytheBankAuthoritiesindicatingtheir POA nos. and should invariably bewitnessed.

3. The Bank Guarantee should be in accordance with the proforma asprovided.

However, in case the issuing bank insists for additional paragraph for limitation ofliability, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the BankGuarantee]:

Quote

"Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shallnotexceed ..... (Value infigures)[.....words).....].

2. This Bank Guarantee shall bevalidupto ..... (Validity date)

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before (validity date)....."

Unquote

17. (FORM9). FORM OF TAKING OVERCERTIFICATE

Date...

Name of Contract...

Contract No...

To :

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated.....relating to the..... (insert briefdescription of theFacilities)... . .....we hereby notify you that the followingpart(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description oftheFacilities or part thereof ...

2. Date of Completion:...

However, you are required tocomplete the outstanding items listed in the attachment hereto as soon aspracticable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly
yours,
Title

(Project
Manager)

18. **(FORM 10) FORM OF INDEMNITY BOND TO BE EXECUTED BY THECONTRACTOR FOR THE EQUIPMENT HANDED OVER IN ONE LOT BYEMPLOYER FOR PERFORMANCE OF ITS CONTRACT**

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of.....20..... by..... a Company registered under the Companies Act,1956/Partnership firm/ proprietary concern having its RegisteredOfficeat..... (Hereinafter called as'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of ... (insert name of the Employer)... ., a Company incorporated under the Companies Act, 1956 having its Registered Office at..... (insert registered address of the Employer)and its project at .....(hereinaftercalled ".....(abbreviated name of the Employer)..... " which expression shall include its successors and assigns):

WHEREAS .....(abbreviated name of the Employer)..... has awarded to theContractor a Contract for……....vide its Notification of Award/Contract No.……... ..... dated..... and its Amendment No.……... .....(Applicable whenamendments have been issued) (hereinafter calledthe"Contract")intermsofwhich.....(abbreviatednameoftheEmployer)..... isrequired to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue ofClauseNo. .....of the said Contract,the Contractor is required to execute an Indemnity Bond in favourof..... (abbreviated name ofthe Employer).....fortheEquipmenthandedovertoitby.....(abbreviatednameoftheEmployer)..... for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (amount in words.....) handed over to theContractorfor the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify andshallkeep ...(abbreviated name of the Employer)... .. indemnified, forthe full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per despatch titledocuments handed overtothe Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expresslyunderstoodbytheContractorthat handing over of the despatchtitledocuments in respect of the said Equipmentsduly

endorsed by .....(abbreviated name oftheEmployer) ..... in favouroftheContractor shallbe construedashandingoveroftheEquipmentpurportedtobecoveredbysuchtitledocumentsand theContractorshallholdsuchEquipmentintrust as a Trustee for and on behalf of .....(abbreviated name of the Employer)...

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....(abbreviated name of the Employer)..... project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken overby .....(abbreviated name of the Employer)... ... The Contractor undertakes to keep .....(abbreviated name of the Employer)..... harmless against any loss or damage that may be caused to theEquipment.

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 ofpurposewhatsoever. it is clearly understood by theContractor 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/penalconsequences.

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

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

against theContractor 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 withthe terms and conditions of this Bond to the satisfactionof ..... (abbreviated name oftheEmployer) .....,THEN,theaboveBondshallbevoid,butotherwise,itshallremainin full force and virtue.

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

SCHEDULE

Particularsoftheequipmenthandedover	**Quantity**	**Particulars ofDespatch title**		**Value of theEquipment**	**Signature oftheAttorneyintokenofreceipt**
		RR/GR No. dateof			

WITNESS

For and on behalf of

M/s..... ……...

1. Signature... Signature...

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to IndemnityBond.

19. (FORM 11) FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTORFORTHEEQUIPMENTHANDEDOVERININSTALLMENTSBY EMPLOYER FOR PERFORMANCE OF ITSCONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this …….……... ... day of …..……..... 20.....by

…….…… a Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at ..... (hereinafter calledas ‘Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of ...(insert name of the Employer)... .., a company incorporated under the Companies Act, 1956 having its Registered Office at .....(insert registered address of the Employer)... .. and its project at ……..….... (hereinaftercalled ".....(abbreviated name of the Employer) " which expression shall include itssuccessorsandassigns):

WHEREAS..... (Abbreviated name oftheEmployer) ..... has awarded tothe Contractor aContractfor ..... vide its Notification of Award/Contract No. …...dated.....and AmendmentNo... (applicable when amendments have beenissued) (hereinafter called the "Contract") in terms of which .....(abbreviated name oftheEmployer)..... is required to handover various Equipment tothe Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No... ..of the saidContract, the Contractor is required to execute an Indemnity Bond in favourof.....(abbreviated name of the Employer)... .. for the Equipment handed over toitby ..... (abbreviated name ofthe 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 Equipmentsas mentioned in the Contract, valuedat (amount in words) to be handed over to the Contractor in instalments fromtime to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep ...(abbreviated name of the Employer)... .....indemnified, for the full value of Equipment. The Contractor hereby acknowledgesreceiptof the initial instalment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as requiredby

.....(abbreviated name of the Employer)..... in the form of Schedules consecutively numbered which shall be attached to thisIndemnity bond so as to form integral parts ofthisBond. It is expressly understood by the Contractor that handing over the despatchtitledocuments in respect of the said Equipmentsdulyendorsed by.....(abbreviated name ofthe Employer)... .. in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold suchEquipmentsintrustasaTrusteeforandonbehalfof.....(abbreviatednameoftheEmployer)...

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at .....(abbreviated name of theEmployer)... ..... 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 takenoverby.....(abbreviatednameoftheEmployer).....TheContractorundertakestokeep..... (Abbreviated name oftheEmployer)..... harmlessagainst 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 ofthe Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose includinglegal/penal consequences.

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

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 misutilisedinany manner whatsoever, then the Contractor hereby agrees that the decision of the Employer’s Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of lossto

...(abbreviated name oftheEmployer) .....without any demur, reservationor protest. This is without prejudice to any other right or remedy that may be available to .....(abbreviated name oftheEmployer)..... against the Contractor under the Contractand 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 thesatisfactionof.....(abbreviated name oftheEmployer)..... , THEN, the above Bond shall be void, but otherwise, itshall 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

Particularsoftheequipmenthandedover	**Quantity**	**Particulars ofDespatch title**		**Value of theEquipment**	**Signature oftheAttorneyintokenofreceipt**
		RR/GR No. dateof			

WITNESS

For and on behalf of

M/s..... ……...

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

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

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

Authorised representative

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

20. (FORM 12) FORM OF AUTHORISATIONLETTER

Ref. No Date:

To

M/s...

REF.: Contract No. …….. dated .....for.....awarded by..... (Insert name of the Employer)...

Dear Sir,

Kindly refer to Contract No. …….dated..... forYou are hereby authorisedonbehalf of .....(Name of Employer) a company incorporated under the laws of Companies Act 1956 andhaving its Registered Office at ……(registered address of theEmployer) ……and its Project at ... .to take physical delivery of materials/equipmentscoveredunderDespatch Document/Consignment Note No. …….*..... dated ..and asdetailedinthe enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose,whatsoever.

(Signature of Project Authority)

** Designation…...

Date... ...……..

Encl: As Above.

** To be signed not below the rank of Manager.

*Mention LR/RR No.

Schedule of Material/Equipment covered under DespatchTitleDocument (RRNo./LRNo. .....)

S.No.	Contract Name	NOA No./ CANo.	Descriptionof Materials /Equipments	Spec.No.	Qty.	Value	Remarks

(Signature
oftheProjectAuthority)(
Designation)
….....(Date)

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

We M/s. …….(insert name oftheContractor) ..... havingour Principalplace of business at..... having been awarded a Contract No..... dated ... . for …… (insert Package name along with nameoftheProject)..... by ……(insert name of the Employer) ...

We do hereby acknowledgethe receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of Title/RR/LR etc. and in the schedule annexed hereto, which shall form an integral part of this receipt as "Trustee" of ... (insert name ofthe Employer) ..... The aforesaid materials etc. so received by usshall 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 otherperson/institution(s)/Banks.

Dated : ... . Place : ...

For M/s.....

(Contractor's Name) (AUTHORISED SIGNATORY) SEALOF COMPANY

22. (FORM 1) FORM OF EXTENSION OF BANKGUARANTEE

Ref.No... Dated: ..... To:

[Name and address of theEmployer]

Dear Sirs,

Sub.: Extension of Bank Guarantee No. …… …… dated……for ..... issuedto you on behalf of M/s. …… (Insert name of the Contractor)……...in respect of Contract No. ……. dated ……..for.....(insert name of thePackage along with theProjectname) .....(Hereinafter called original BankGuarantee).

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)] Signature

Name

Designation

POA Number

ContactNumber(s):Tel. Mobile

FaxNumber

email

Common Seal of the Bank
Witness:

Signature

Name

Address_

ContactNumber(s):Tel. Mobile

email

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.

2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicatingtheirPOAnos.andshouldinvariablybewitnessed.

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

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Partners whose details are given here under have formed a Joint Venture under the laws of..... And having our Registered Office(s)/HeadOffice(s)at.....(Hereinafter called the'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, includeits successors, administrators and assigns) acting through M/s..... being the Partner in-charge do herebyconstitute, nominate and appoint M/s .....a Companyincorporatedunderthe laws of..... and havingits Registered/Head Office at.....as our duly constituted lawfulAttorney (hereinafter called "Attorney" or "Authorized Representative" or "Partner In- charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No... .....Package.....the bidsforwhich have beeninvitedby .....(Insert name of the Employer alongwith address..... (Hereinafter called the 'Employer') to undertake the followingacts:

i) To submit proposal and participate in the aforesaid Bid Specification of theEmployeronbehalf of the "JointVenture".

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

iii) To do any other act or submit any document related to theabove.

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

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

The Joint Venture hereby agrees and undertakes to ratify and confirm all the whatsoever the said Attorney/Authorized Representatives/Partner in-charge quotes in the bid, negotiates and signs the Contract with the Employer and/or proposes to act on behalf ofthe

Joint Venture by virtue of this Power of Attorney and the same shall bind the Joint Venture as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture as aforesaid have executed these presents on this... .....Dayof ..... Under theCommon Seal(s)of their Companies.

for and on behalf of the

Partners of Joint Venture

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

1. Signature...

   Name ....…...
   Designation..... ..…...
   Occupation ....…...

2. Signature... .....…

Name..... ...…...

Designation ..... .

Occupation.....…...

Note:

1. ForthepurposeofexecutingtheAgreement,thenon-judicialstamppapersofappropriate valueshallbepurchasedinthenameofJoint Venture.

2. TheAgreementshallbesignedonallthepagesbytheauthorizedrepresentativesofeachofthe partners and should invariably bewitnessed

24A. (FORM 16A): FORM OF UNDERTAKING BY THE JOINT VENTURES PARTNERS

THIS JOINT DEED OF UNDERTAKING executed on this……. dayof..... Two Thousand and……....by.....a companyincorporated under the laws of…… and having its Registered Office at .....(hereinafter calledthe"PartyNo.1" which expression shall include its successors, executors and permitted assigns) and M/s……a company incorporated under the laws of ……..…… and having its Registered Office at ……..…… (Hereinafter called the "Party No.2" which expression shall include its successors, executors and permitted assigns) and M/s aCompany incorporated under the lawsof …….. and having its Registered Office at ……. (Hereinafter called the "Party No.3" which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against the Specification No……..……. for …… (Insert name of the package along with project name……of …….. (Insert namesof theEmployer) …... a Company incorporated under the Companies Act of 1956 having its registered office at ……. (Insert registered address of theEmployer)..... (Hereinafter calledthe "Employer").

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

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

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria, as applicable may bid, provided, the Joint VenturefulfillsallotherrequirementsunderClause9.3(c)ofITBandQualificationCriteriaandin suchacase,theBidFormsshallbesignedbyallthepartnerssoastolegallybindallthePartnersof the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligationshereunder.

The aboveClause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for eitherparty.

AND WHEREAS the bid is being submitted to the Employer vide proposal No……..dated.....by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause

9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) &Qualification Criteria, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

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

1. In requirement of the award of the Contract by the Employer to the Joint Venture Partners, we, the Parties do hereby undertake that M/s…… the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the equipment in accordance with theContract:

2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, theparty(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of theContract.

3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in theperformanceoftheequipmentinmeetingtheperformances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Employer can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to theEmployer.

4. The financial liability of the Parties of this Deed of Undertaking to the Employer, with respect to any of the claims arising out of the performance or non-performance of theobligationsset forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.

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

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

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

7. ThisUndertakingshallbeconstruedandinterpretedinaccordancewiththeprovisionsof theContract.

8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the currency/currencies of the Contract.

9. ItisfurtheragreedthatthisDeedofUndertakingshallbeirrevocableandshallforman integral part of the bid and shall continue to be enforceable till the Employer discharges thesameoruponthecompletionoftheContractinaccordancewithitsprovisions,whichever isearlier.Itshallbeeffectivefromthedatefirstmentionedaboveforallpurposesandintents.

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

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

I. …… II. ……

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

(Signature of the authorized representative)

CommonSealof..... has been affixed in my/ our presence pursuant toBoard of Director's Resolution dated ……. Name …….. Designation ……. Signature …….
WITNESS:

I. ……

II.

For Party No.-2
For and on behalf of
M/s……..

(Signature of the authorized representative)

CommonSealof..... has been affixed in my/ our presence pursuant toBoard of Director's Resolution dated ……. Name …….. Designation ……. Signature …….
WITNESS:

I. ……

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

(Signature of the authorized representative)

Note:

1. ForthepurposeofexecutingtheJointDeedofUndertaking,thenon-judicialstamppapersof appropriate value shall be purchased in the name of JointVenture.

2. The Undertaking shall be signed on all the pages by the authorizedrepresentativesof each of the partners and should invariably bewitnessed

24B. (FORM 16B): FORM FOR CONSORTIUM AGRREMENT
[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER WORTH RS. 1000/- (RUPEES ONE THOUSAND ONLY)]

Consortium Agreement between ……..and ..... for ……(insert name of thePackage/NITNo.).....of BIHAR STATE POWER TRANSMISSION COMPANY LIMITED (BSPTCL).

THIS Consortium Agreement executed on this……. day of..... Two Thousand and…….....betweenM/s ..... ,a company incorporated under the laws of …… and having its Registered Office at..... (hereinafter called the"Partner No.1/Lead Partner" which expression shall includeits successors, executors and permitted assigns) and M/s.....,a company incorporatedunder the laws of ……..…… and havingits Registered Officeat……..…… (Hereinafter called the Partner which expression shall include its successors, executors and permitted assigns) and M/s a Company incorporated under the lawsof …….and having its Registered Office at …….(Hereinaftercalledthe"PartyNo.3"whichexpressionshall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract [hereinafter called the "Contract" {in case of award)] against theSpecificationNo .....for …… (Insert name of the package along with projectname .....of Bihar State Power Transmission CompanyLimited,Vidyut Bhawan, Bailey Road, Patna-800021 ,(Hereinafter called the "Employer").

The Consortium shall hereinafter be legally referred to as "M/s …… (hereinafter called the "Party No.1")&M/s ….....” (hereinafter called the "Party No.2") and the address of the consortium shall beat……..

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

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria forming part of the Bidding Documents, a consortium of two or more qualified firms as partners,meeting the requirements of tender documents/ Qualification requirements may submit their bid and such in case, the bid documentsbe signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligationshereunder.

AND WHEREAS the bid has been submitted to the employer by the lead partner of the consortium based on the consortium agreement between all the partner under these presents and bid has been signed by the authorized signatory of the consortium.
NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this consortium do hereby now agree as follows:

1. The Consortium shall hereinafter be legally referred to as“M/s …… (hereinafter called the "Party No.1/Lead Partner") &M/s ……..” (hereinafter called the "Other Partner") and the address of the consortium shall be at……..

2. In consideration of the award of the contract by the employer to the consortium partners, we, the partners to the consortium agreement do hereby agreed that ……(insert name of the Lead partner)…… shall acts as lead partner and further declare and confirm that we shall jointly and severally be bound unto the employer for the successful performance of the contract and shall be fully responsible for the successful execution ofthecontract.

3. In case of any beach of said contract by the lead partner or other partners(s) of the consortium agreement, the partners(s) do hereby agree to be fully responsible for the successful performance of the contract and to carry out all this obligation and responsibilities under the contract in accordance with the requirement of thecontract.

4. Further, if the Employer suffers any loss or damage on account of any breach in the Contract of these presents undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the otherPartner(s).

5. The financial liability of the Partners of this consortium agreement to the employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in this consortium agreement, however shall be limited in the liabilities or obligations of any of the Partners of the consortiumagreement.

6. The role and responsibilities of each party shall be asfollows:

Name of the Party	Responsibility
Insert Lead Partner name	

Name of the Party	Responsibility

Insert Other Partner name	

7. It isexpresslyunderstoodandagreedbetweenthePartnerstothisconsortiumagreementthat the responsibilities and obligations of each of the Partners shall be as stipulated under clause No.-6 above, of this agreement. It is further undertaken by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under theContract.

8. This consortium agreement shall be governed, construed and interpreted in accordance with Laws of India .Patna High court shall have exclusive jurisdiction in all matters arisinghereunder.

9. In case of an award of a Contract, we the Partnerstothis consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Employer in the form acceptable to the Employer for the value, as specified in the biddingdocument.

10. ItisfurtheragreedthatthePartnerstothisconsortiumagreementshallbeirrevocableand shall form an integral part of the contract and shall continue to be enforceable till the Employer dischargesthesame. Itshallbeeffectivefromthedatefirstmentionedaboveforallpurposes andintents.

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

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

I. …… II. ……

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

(Signature of the authorized representative)

CommonSealof..... has been affixed in my/ our presence pursuant toBoard of Director's Resolution dated ……. Name …….. Designation ……. Signature …….
WITNESS:

I. ……

II.

For Party No.-2
For and on behalf of
M/s……..

(Signature of the authorized representative)

CommonSealof..... has been affixed in my/ our presence pursuant toBoard of Director's Resolution dated ……. Name …….. Designation ……. Signature …….
WITNESS:

I. ……

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

(Signature of the authorized representative)

Note:

1. Forthepurposeofexecutingthethisconsortiumagreement,thenon-judicialstamppapersof appropriate value shall be purchased in the name of Joint Venture/Consortium.
2. The Undertaking shall be signed on all the pages by theauthorized representatives of each of the partners and should invariably bewitnessed.

25. (FORM17): FORMAT FOR EVIDENCE OF ACCESS OF TO ORAVAILABILITY OF CREDIT /FACILITIES

BANK CERTIFICATE

This is to certify that M/s …… (Full name &address) ……. who are submitting their bid to Bihar StatePower Transmission Co. Ltd. (Employer)against their tender specification Videref. No. …… for …… (Insert name of the package along with the projectname……isourcustomerforthepast.....years.

Their financial transactions with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

S.No.	Type of Facility	Sanctioned Limit as on	Utilization as on

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

Name of Bank
Name of Authorized Signatory
Designation
Phone No.
Address

SEAL OF THE BANK

26. (FORM 18): FORM OF OPERATIONALACCEPTANCE

Date...

Name of Contract...
Contract No...

To

(Name and address of the Contractor) Dear Ladies and/or Gentlemen,

Pursuant to GCC 20 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated …… relating to the..... (Insert briefdescription of theFacilities)....……..
We hereby notify you that the we Systemtests and Acceptance tests of the following part(s) of the Facilities were satisfactorily completed on the date specified below:

1. Description of the Facilities or part thereof.....
2. Date of OperationalAcceptance:

This letter does not relieve you of your obligation during the Defects Liability Period and Latent Defectwarranty.

Verytruly yours,

(Project Manager)

27. (FORM 19): FORM OF SAFETY PLAN TO BE SUBMITTED BY THE CONTRACTOR WITHIN SIXTY DAYS OF THE AWARD OFCONTRACT

[TO BE EXECUTED ON A NON JUDICIAL STAMP PAPER WORTH RS. TWENTY ONLY]

SAFETY PLAN

THIS SAFETY PLAN is made this……..... day of…….. 20..... by…….…… a Company registered under the Companies Act,1956/Partnership firm/proprietary concern having its RegisteredOfficeat .....[to be modified suitably for JV Contractor] (Hereinafter called as'Contractor' which expression shall include its successors and permittedassigns) for approval of ... (insert name of the Employer)....., a companyincorporatedunder the Companies Act, 1956having its Registered Office at.....(insert registered address of the Employer)..... For its Contract for. (Insert package name, project name along with Specification number of theContract)....WHEREAS...(Abbreviated name of the Employer)..... has awarded tothe Contractor the aforesaid Contract vide its Notification of Award/Contract No. dated ....……..and Amendment No..... (Applicable whenamendments have been issued) (hereinafter called the "Contract") in terms of whichthe Contractor is required to submit 'Safety Plan' along with certain documents to the Engineer In-Charge/Project Manager of the Employer within Sixty (60) days of Notification of Award for its approval.

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

1. THAT the Contractor shall execute the works as per provisions of Bidding Documents includingthose inregardtoSafetyPrecautions/provisionsasperstatutoryrequirements.

2. THAT the Contractor shall execute the works in a well planned manner from the commencementofContractasperagreedmilestonesofworkcompletionschedule so that planning and execution of construction works goes smoothly and consistently throughout the contract duration without handling pressure in last quarter of the financial year/last months of the Contract and the shall be finalized in association with XXXX (Name of Employer) Engineer In-charge/Project Manager from time to time asrequired.

3. THAT the Contractor has prepared the safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing &commissioning,

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

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

4. THAT the Contractor shall ensure while executing works that they will deploy minimum 25% of their own experienced work force who are on the permanent roll of the company and balance 75% can be a suitable mixed with the hired gangs / local workers / casualworkersifrequired. The above balance 75% work force should be provided with at least 10 days training by the construction agencies at sites and shall be issued with a certificate. No worker shall beengagedwithoutavalidcertificate. Hired gang workers shall also follow safe working proceduresand safety norms as is being followed by company's workmen. It should also be ensured by thecontractorthatcertified workers fitters who are climbing towers / doing stringing operations can be easily identifiable with a system like issue of Badge / Identification cards (ID cards) etc. Colour identification batches should be worn by the workers. Contractor has to ensure that inexperience workers / unskilled workers should not be deployed for skilledjob.

5. THAT the Contractor's Gang leader / Supervisor / Senior most memberavailable at every construction site shall brief to each worker daily before start of work about safety requirement and warn about imminent dangers and precautions to be taken against the imminent dangers(DailySafetyDrill).ThisistobeensuredwithoutfailbyContractorandmaintainrecordof each ang about daily safety instructions issued to workers and put up to EMPLOYER site In-charge for his review andrecord.

6. THAT the Contractor shall ensure that working Gangs at site should not be leftat the discretion of their Gang Leaders who are generally hired and having little knowledge about safety. Gang leader should be experienced andwell versed with the safe working procedures applicable for transmission line/ Sub Station works. In case gang is having Gang leader not on permanent roll of the company then additional Supervisor from company's own roll having thorough knowledge about the works would be deployed so as to percolate safety instructions up to the grass root level in healthy spirits.Contractor has to ensure close supervision while executing critical locations of transmission lines / sub stations and ensures that all safety instructions are in place and are beingfollowed.

7. THAT the Contractor shall maintain in healthy and working condition all kind of Equipments/ Machineries / Lifting tools / Lifting tackles / Lifting gears / All kind of ropes including wire ropes / Polypropylene ropes etc. used for Lifting purpose during execution of the project and get them periodically examined and load tested for safe working load in accordance with relevant provisions and requirement of Building & other construction workers Regulation of Employment and Conditions of Services Act and Central Rule 1998 or latest, Factories Act 1948 or latest, Indian Electricity Act 2003 before start of the project. A register of such examinations and tests shall be properly maintained by the contractor and will be promptly produced as and when desired by the Engineer In-charge/Project Manager or by the person authorized by him. The Contractorhas to ensure to give special attention on the formation / condition of eye splices of wire rope slings as per requirement of IS 2762 Specification for wire rope slings and sling legs.

THAT the Contractor has prepared a list of all Lifting machines, lifting Tools / LiftingTackles / Lifting Gears etc. / All types of ropes and Slings which are subject to safe working load is enclosed at Annexure - 2 (SP) for review and approval of Engineer Incharge/Project Manager.

8. THAT the Contractor has to procure sufficient quantity of Personal Protective Equipment(PPE)conformingtoIndian/Internationalstandardsandprovidethese equipment to every workman at site as per need and to the satisfaction of Engineer- in- charge/Project Manager of EMPLOYER . The Contractor'sSite Supervisor/ Project Manager has to ensure that all workmen must use Personal Protective Equipment at site. The Contractor shall also ensure that Industrial Safety helmets are being used byall workmen at site irrespective of their working (at height or on ground). The Contractor shall further ensure use of safety shoes by all ground level workers and canvas shoes for all workers working at height, Rubber Gum Boots for workers working in rainy season and concreting job, Use of Twin Lanyard Full body Safety Harness with attachment of light weight such as aluminium alloy etc. and having features of automatic locking arrangement of snap hook, by all workers working at height for more than three meters and also for horizontal movement on tower shall be ensured by contractor. The Contractorshallnotuseordinaryhalfbodysafetyharnessatsite.TheContractorhastoensureuse of Retractable type fall arrestors by workers for ascending / descending on suspension insulator string and other similar works etc., Use of Mobile fall arrestor for ascending / descending from tower by all workers. The contractor has to provide cotton / leather hand gloves as per requirement, Electrical Resistance Hand gloves for operating electrical installations/Switches, Face shield for protecting eyes while doing welding works and Dust masks to workers as per requirement. The Contractor will have to take action against the workers not using Personal Protective Equipment at site and those workers shall be asked to rest for that day and also their Salary be deducted for that day. EMPLOYER mayissue warning letter to Project Manager of contractor in violation of above norms.

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

review andapproval of Engineer In-charge/Project Manager. It shall also be ensured that the sampleof these equipmentshallbegotapprovedfromEMPLOYERsupervisory staff before being distributed to workers. The contractor shall submit relevant test certificates as per IS / International Standard as applicable to PPEs used during execution of work. All the PPE's to be distributed to the workers shall be checked by EMPLOYER supervisory staff before itsusage.

TheContractoralsoagreesforaddition/modificationtothelistofPPE,ifany,asadvisedby Engineer In-Charge/ProjectManager.

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

THATtheContractorhasprepared/workedoutminimumnumberofhealthyEarthingEquipments with Earthing lead confirming to relevant IS / European standards per gang wise during stringing activity/as per requirement, which is enclosed herewith at Annexure - 4 (SP) for review and acceptance of Engineer In-Charge/ Project Manager prior to execution ofwork.

10. THAT the Contractor shall provide communication facilities i.e. Walky Talkie / Mobile Phone, Display of Flags / whistles for easy communication among workers during Tower erection / stringing activity, as perrequirement.

11. THAT the Contractor undertakes to deploy qualified safety personnel responsible for safety as per requirements of Employer/StatutoryAuthorities.

THAT the Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as qualified safety officer having diploma in safety to supervise safety aspects of the equipment and workmen who will coordinate with Engineer In- charge /Project Manager/Safety Co-coordinatoroftheEmployer.Incaseofworkbeingcarriedoutthroughsubcontractorsthesub - contractor's workmen / employees will also be considered as the contractor's employees / workmen for the above purpose. If the number of workers is less than 250 then one qualified safety officer is to be deployed for each contract. He will report directly to his head of organization and not the Project Manager of contractor He shall also not be assigned any other workexceptassigningtheworkofsafety. Thecurriculumvitaeofsuchpersonshallbegotcleared from EMPLOYER Project Manager / Constructionstaff.

Thenameandaddressofsuchsafetyofficersofcontractorwillbepromptlyinformedinwriting to Engineer In-charge with a copy to safety officer - In-charge before startofworkor immediately afteranychangeoftheincumbentismadeduringthecurrencyofthecontract.Thelistisenclosed at Annexure - 5A(SP).

THATtheContractorhasalsopreparedalistincludingdetailsofExplosiveOperator(if required), Safety officer / Safety supervisor / nominated person for safety for each erection / stringinggang, list of personnel trained in First Aid Techniques as well as copy of organization structure of the Contractor in regard to safety. The list is enclosed at Annexure - 5B(SP).

12. The Project Manager shall have the right athis sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Project Manager within 3 days of such stoppage of work and decision of the Project Manager in this respect shall be conclusive and binding ontheContractor.

13. THAT, if, any Employer's Engineer/ supervisor at site observes that the Contractor is failing to provide safe working environment at site as per agreed Safety Plan / EMPLOYER Safety Rule/ Safety Instructions / Statutory safetyrequirement and creates hazardous conditions at site and there is possibility of an accident to workmen or workmen of the other contractor or public or the work is being carried out in an un safe manner or he continuestoworkevenafterbeinginstructedtostoptheworkbyEngineer/Supervisoratsite/RHQ /Corp.Centre,theContractorshallbeboundtopayapenaltyofRs.10,000/-perincidentperday till the instructions are compliedand as certified by Engineer / Supervisor of Employer at site. The work will remain suspended and no activity will take place without compliance and obtainingclearance/certificationoftheSiteEngineer/SupervisoroftheEmployertostartthework.

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

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

THATaspertheEmployer'sinstructions,theContractoragreesthatthisamountshallbededucted from their running bill(s) immediately after the accident, That the Contractor understands that this amount shall be over and above the compensation amount liable to be paid as per the Workmen's Compensation Act /other statutory requirement/ provisions of the BiddingDocuments.

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

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

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

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

19. THAT the Contractor shall organize Safety Training Programs on Safety, Health and Environment and for safe execution of different activities of works i.e. foundation works including civilworks,erection, stringing (as applicable),testing&commissioning,

disposalofmaterialsatsite/storeetc.fortheirownemployeesincludingsubcontractorworkersonregularbasis.

The Contractor, therefore, submits copy of the module of training program, enclosed at Annexure - 9 (SP), to Engineer In-charge/Project Manager for its acceptance and approval and records maintained.

20. THAT the Contractor shall conduct safety audit, as per Safety Audit Check Lists enclosed at Annexure - 8 (SP), by his Safety Officer(s) every month during construction of Transmission Lines / Sub Stations / any other work and copy of the safety audit report will be forwarded to the Employer's Engineer In-charge / Site In- charge/Project Manager for his comments and feedback. During safety audit, healthiness of all Personal Protective Equipments (PPEs) shall be checked individually by safety officer ofcontractor and issue a certificate of its healthiness or rejection of faulty PPEs and contractor has to ensure that all faulty PPEs and all faulty lifting tools and tackles should be destroyed in the presence of EMPLOYER construction staff. Contractor has to ensure that each gang be safety audited at least once in two months. During safety audit by the contractor, Safety officer's feedback from EMPLOYER concerned shall be taken and recorded. The Employer's site officials shall also conduct safety audit at their own from time to time when construction activities are under progress. Apart from above, the Employer may also conduct surveillance safety audits. The Employermay take action against the person / persons as deemed fit under various statutory acts/provisions under the Contract for any violation of safety norms / safetystandards.

21. THATtheContractorshalldevelopanddisplaySafetyPostersofconstructionactivityat site and also at camp where workers are generallyresiding.

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

23. THAT the Contractor shall do health check up of all workers from competent agencies and reports will be submitted to Engineer In-Charge within fifteen (15) days of health check upofworkers as per statutoryrequirement.

24. THAT the Contractor shall submit information along with documentary evidences in regard to compliance to various statutory requirements as applicable which are enclosed at Annexure - 10A (SP).

The Contractor shall also submitdetails of Insurance Policies taken by the Contractor for insurance coverage against accident for all employees are enclosed at Annexure10B (SP).

25. THAT a check-list in respect of aforesaid enclosures alongwith the Contractor's remarks, wherever required, is attached as Annexure - Check Listherewith.

THE CONTRACTOR shall incorporate modifications/changes in this 'Safety Plan' necessitated on the basis of review/comments of the Engineer In-Charge/Project Manager withinfourteen(14)daysofreceiptofreview/commentsandonfinalapproval oftheEngineerIn-Charge/Project Manager of this 'Safety Plan', the Contractor shall execute the works under the Contract as per approved 'Safety Plan'. Further, the Contractor has also noted that the first progressive payment towards Services Contract shall be made on submission of 'Safety Plan' along with all requisite documents and approval of the same by the Engineer In- Charge/Project Manager.

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

For and on behalf of

M/s..... WITNESS

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

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

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

Authorisedrepresentative

(Common Seal) (In case of Company)

Note:

Alltheannexurereferredtointhis"SafetyPlan"arerequiredtobeenclosedbythecontractor as per the attached "Check List "

1. Safety Plan is to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued undercommon sealofthecompanywithauthoritytoexecutesuchcontractdocumentsetc.,(iii)Incaseof(ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the PowerofAttorneyifitisGeneralPowerofAttorneyandsuchdocumentsshouldbeattachedtothis SafetyPlan.
2. For all safety monitoring/ documentation, Engineer In-charge / Regional In-charge of safety at RHQ will be the nodal Officers forcommunication

28. CHECK LIST FOR SAFETYPLAN

S.No.	Details of Enclosure	Status ofsubmission/ ofinformation/ documents	Remarks
1.	**Annexure - 1A (SP)** Safe work procedure for each activity i.e. foundation works including civil works, erection, stringing (as applicable), testing &commissioning, disposal of materials atsite.	Yes/No	
2.	**Annexure - 1B (SP)** Manpower deployment plan, activity wise foundation works including civil works, erection, stringing (as applicable), testing &commissioning, disposal of materials atsite	Yes/No	
3.	**Annexure - 2 (SP)** List of Lifting Machines i.e. Crane, Hoist, Triffor, Chain Pulley Blocks etc. and Lifting Tools and Tackles i.e. D shackle, Pulleys, come along clamps, wire rope slings etc. and all types of ropes i.e. Wire ropes, Poly propylene Rope etc. used for lifting purposes along with test certificates.	Yes/No	

4.	**Annexure - 3 (SP)** List of Personal Protective Equipment (PPE), activity wise including the following along with test certificate of each as applicable: 1. Industrial Safety Helmet to all workmen at site. (EN 395 / IS 2925) with chin strap and back stayarrangement. 2. Safety shoes without steel toe to all ground level workers andcanvas 3. Twin lanyard Full Body Safetyharnesswith shock absorber and leg strap arrangementforallworkersworkingatheight for more than three meters. Safety Harness should be with attachments of light weight such as of aluminium alloy etc. and having a feature of automatic locking arrangement of snap hook and complywithEN361/IS3521standards.	Yes/No	

	4. Mobile fall arrestors for safety of workers during their ascending / descending from tower / on tower. EN 353 -2 (Guided type fall arresters on a flexible anchorageline.) 5. Retractable type fall arrestor (EN360: 2002) for ascending / descending on suspension insulator stringetc. 6. Providing of good quality cotton handgloves / leather hand gloves for workersengagedinhandling of tower parts or asper requirement atsite. 7. Electrical Resistance hand gloves to workers for handling electricalequipment/ Electricalconnections. IS : 4770		
5.	**Annexure - 4 (SP)** List of Earthing Equipment / Earthing devices with Earthing lead conforming to IECs for earthing equipments are - (855, 1230, 1235 etc.) gang wise for stringing activity/as perrequirement	Yes/No	
6.	**Annexure - 5A (SP)** List of Qualified Safety Officer(s) along with their contact details	Yes/No	
7.	**Annexure - 5B (SP)** Details of Explosive Operator (if required), Safety officer / Safety supervisor for every erection / stinging gang, any other person nominated for safety, list of personneltrained in First Aid as well as brief information about safety set up by the Contractoralongwithcopyoforganizationofthe Contractor in regard to safety	Yes/No	
8.	**Annexure - 6 (SP)** Copy of Safety Policy/ Safety Document of the Contractor'scompany	Yes/No	
9.	**Annexure - 7 (SP)** 'Emergency Preparedness Plan' for different incidences i.e. Fall from height, Electrocution,	Yes/No	

	Sun Stroke, Collapse of pit, Collapse of Tower, Snake bite, Fire in camp / Store, Flood, Storm, Earthquake, Militancy etc. while carrying out different activities under execution i.e. foundation works including civil works, erection, stringing (as applicable), testing & commissioning, disposal of materials at site / storeetc.		
10.	**Annexure - 8 (SP)** Safety Audit Check Lists (Formats to be enclosed)	Yes/No	
11.	**Annexure - 9 (SP)** Copy of the module of Safety Training Programs on Safety, Health and Environment, safe execution of different activities of works for Contractor's own employees on regular basis and sub contractor employees.	Yes/No	
12.	**Annexure - 10A (SP)** Information along with documentary evidences in regard to the Contractor's compliance to various statutory requirements including thefollowing:		
(i)	Electricity Act 2003 [Name of Documentary evidence in support of compliance]	Yes/No	
(ii)	Factories Act 1948 or latest [Name of Documentary evidence in support of compliance]	Yes/No	
(iii)	Building & other construction workers (Regulation ofEmployment and Conditions of Services Act and Central Act 1996 or latest) and Welfare Cess Act 1996 or latest with Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(iv)	Workmen Compensation Act 1923 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	

(v)	Public Insurance Liabilities Act 1991 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(vi)	Indian Explosive Act 1948 or latest and Rules. [Name of Documentary evidence in supportof compliance]	Yes/No	
(vii)	Indian Petroleum Act 1934 or latest and Rules._ [Name of Documentary evidence in support of compliance]	Yes/No	
(viii)	License underthe contract Labour(Regulation &Abolition) Act 1950 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(ix)	Indian Electricity Rule 2003 and amendments if any, from time totime. [Name of Documentary evidence in support of compliance]	Yes/No	
(x)	The Environment (Protection) Act 1986 or latest and Rules. [Name of Documentary evidence in support of compliance]	Yes/No	
(xi)	Child Labour(Prohibition &Regulation) Act 1986 or latest._ [Name of Documentary evidence in support]	Yes/No	
(xii)	National Building Code of India 2005 or latest (NBC 2005). [Name of Documentary evidence in support of compliance]	Yes/No	
(xiii)	Indian standards for construction of Low/ Medium/ High/ Extra High Voltage Transmission Line [Name of Documentary evidence in support of compliance]	Yes/No	
(xiv)	Any other statutory requirement(s) [pleasespecify] [Name of Documentary evidence in support of	Yes/No	

	compliance]		
13.	**Annexure - 10B (SP)** Details of Insurance Policies along with documentary evidences taken by the Contractor for the insurance coverage againstaccidentforallemployeesasbelow:	Yes/No	
(i)	Under Workmen Compensation Act 1923 or latest andRules. [Name of Documentary evidence in support of insurancetaken]	Yes/No	
(ii)	Public Insurance Liabilities Act 1991 or latest [Name of Documentary evidence in support of insurance taken]	Yes/No	
(iii)	Any Other Insurance Policies [Name of Documentary evidence in support of insurance taken]	Yes/No	

29. (FORM 20) FORM OF JOINT DEED OF UNDERTAKING BY THE SUB-CONTRACTOR ALONGWITH THEBIDDER/CONTRACTOR

THIS DEED OF UNDERTAKING executed this ……. day of …….. TwoThousandand.....byM/s.....a Company incorporated under the lawsof …… and having its Registered Office at…….. (Hereinafter called the "Sub-contractor" which expression shall include its successors, executors and permitted assigns),andM/s.....a Company incorporated under thelaws of ……. having its Registered Office at ……. (hereinafter called the "Bidder"/"Contractor" which expression shall include its successors, executors and permitted assigns) in favourofXXXX (Name of the Employer) a Company incorporated under the Companies Act of 1956 having its registered office at XXXX (Registered Address of the Employer) (hereinafter called the "Employer" which expression shall include its successors, executors and permittedassigns)

WHEREAS the "Employer" invited Bid as per its SpecificationNo.....for Turnkey Contract of …….….

AND WHEREASClause No. …….., Section …….,of..... , Vol.-I… forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Sub-contractor must fulfil the Qualifying Requirements and be jointly and severally bound and responsible for the quality and timely execution of Turnkey Contract in the event the Bid submitted by the Bidder is accepted by the Employer resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No……..….….…….dated.....based on tie-up with the Sub-contractor forexecution of aforesaid Turnkey Contract.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1.0 In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") we, the Sub-contractor and the Bidder/Contractor do hereby declare that we shall be jointly and severally bound unto the XXXX (Name of the ployer), for execution of Turnkey Contract in accordance with the ContractSpecifications.

2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Sub-contractor hereby agrees to depute their representatives from time to time to the Employer's Projectsiteas mutually considered necessary by the Employer, Bidder/Contractor and the Sub-contractor to ensure proper quality, manufacture, testing and supply on FOR destination delivery at site basis and successful performance of The Turnkey Contract in accordance withContract

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

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

3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under theUndertaking.

4.0 We, the Bidder/Contractor and Sub-contractor agree that this Undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this UndertakingshallcontinuetobeenforceabletilltheEmployerdischargesit.Itshallbecomeoperative from the effective date ofContract.

IN WITNESS WHEREOF the Sub-contractor and/or the Bidder/Contractor have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

Signature…….
Name……..
Office Address …….

(For Sub-contractor)

(Signature of the authorizedrepresentative)

Name ……..

Common Seal of Company

WITNESS

Signature…….
Name……..
Office Address …….
(For Bidder)

(Signature of the authorizedrepresentative)

Name ……..

Common Seal of Company …
...……

Note

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the nameofexecutant(s).

2. The Undertaking shall be signed on all the pages by the authorisedrepresentatives of each of the partners and should invariably bewitnessed.

3. This Deed of Joint Undertaking duly attested by Notary Public of theplace(s) of the respective executant(s), shall be submitted alongwiththebid.

4. In case the bid is submitted by a Joint Venture (JV) of two firms as partners, then the Joint deed of undertaking shall be modifiedaccordingly.

30. (FORM 21): FORM OF CERTIFICATE OF FINANCIAL PARAMETERS FOR QR

(as per Clause ref. no. 1.02 and 2.0 of Annexure-A(BDS))

(Rupees in Lakhs)

S.No.	Financial parameters	2025-24	2024-23	2023-22	2022-21	2021-20
1.	**NetWorth**					
a)	Paid upCapital					
b) c)	Free Reservesand Misc expenses to the extent not writtenoff					
	Net Worth (a+b-c)					
2.	**Annual Turnover**					
3.	**Liquid Asset (Total Current Asset-Inventories)**					

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

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

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

Date

Place

(Certified By Chartered Accountants)
Membership No.

Seal

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

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

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

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

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

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

Attachment-11

INTEGRITY PACT

Between

Bihar State Power Transmission Company Limited
having its Registered Office at Vidyut Bhawan, 4th Floor, Jawahar Lal Nehru Marg, Patna (Bihar) PIN 800001

hereinafter referred to as
"BSPTCL",

and

_____

[Insert the name of the Sole Bidder/Lead Partner of Joint Venture]

having its RegisteredOfficeat

_____

(Insert fullAddress)

_____

and

_____

[Insert the name of the Partner(s) of Joint Venture, as applicable]

having its RegisteredOfficeat

_____

(Insert fullAddress)

_____

hereinafter referred to as

"The Bidder/Contractor"

Preamble

BSPTCL intends to award, under laid-down organisational procedures, contract(s) for

_____

[Insert the name of the package]

_____Package and Specification Number_____BSPTCL values full compliance withall

[Insert Specification Number of the package]

relevant laws and regulations, and the principles of economical use of resources, and of fairness and transparency in its relations with its Bidders/ Contractors.

In order to achieve these goals, BSPTCL and the above named Bidder/Contractor enter into this agreement called 'Integrity Pact' which will form a part of the bid.

It is hereby agreed by and between the parties as under:

Section I - Commitments ofBSPTCL

(1) BSPTCLcommitsitselftotakeallmeasuresnecessarytopreventcorruptionandtoobserve the following principles:

a) No employee of BSPTCL, personally or through family members, will in connection withthetender,ortheexecutionofthecontract,demand,takeapromisefororaccept,for him/herself or third person, any material or other benefit which he/she is not legally entitledto.

b) BSPTCL will, during the tender process treat all Bidder(s) with equity and fairness. BSPTCLwillinparticular,beforeandduringthetenderprocess,provideto allBidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contractexecution.

(c) BSPTCL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process

(2) IfChairmanandManagingDirectorobtainsinformationontheconductofanyemployeeof BSPTCLwhichisacriminaloffenceundertherelevantAnti-CorruptionLawsofIndia,orif therebeasubstantivesuspicioninthisregard,hewillinformtotheVigilanceandinaddition can initiate disciplinary actions under itsRules.

Section II - Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself toobserve the following principles during his participation in the tender process and during the contractexecution:

a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to BSPTCL , or to any of BSPTCL's employees involved in the tender process or the execution of the contract or to any third person any material or other benefitwhichhe/sheisnotlegallyentitledto,inordertoobtaininexchangeanadvantage during the tender process or the execution of thecontract.

b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruptionLawsofIndia;further,theBidder/Contractorwillnotuseforillegitimate purposesorforpurposesofrestrictivecompetitionorpersonalgain,orpassontoothers, any information provided by BSPTCL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmittedelectronically.

d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly,theBidder/ContractorofIndianNationalityshallfurnishthenameandaddress of the foreign principals, if any, involved directly or indirectly in theBidding.

e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/informationsinorder to influence the bidding process or the execution ofthe contract to the detriment ofBSPTCL.

(2) TheBidder/Contractorwillnotinstigatethirdpersonstocommitoffencesoutlinedaboveor be an accessory to suchoffences.

Section III- Disqualification from tender process and exclusion from future contracts

(1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, BSPTCL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for suchreason.

(2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, BSPTCL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particularthenumberoftransgressions,thepositionofthetransgressorswithinthecompany hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3years.

(3) If the Bidder/Contractor can prove that he has restored/recouped the damage caused byhim and has installed a suitable corruption prevention system, BSPTCL may revoke the exclusionprematurely.

Section IV - Liability for violation of Integrity Pact

(1) If BSPTCL has disqualified the Bidder from the tender process prior to the award under Section III, BSPTCL may forfeit the Bid Guarantee under theBid.

(2) IfBSPTCLhasterminatedthecontractunderSectionIII,BSPTCLmayforfeittheContract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tenderprocess.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for suchreason.

Section VI - Equal treatment to all Bidders / Contractors

(1) BSPTCL will enter into agreements with identical conditions as this one with allBidders.

(2) BSPTCL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII - Punitive Action against violating Bidders / Contractors

IfBSPTCLobtainsknowledgeofconductofaBidderoraContractororhissubcontractoror of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if BSPTCL has substantive suspicion in this regard, BSPTCL will inform theVigilance.

(*) Section VIII - Independent External Monitor/Monitors

(*) This Section shall be applicable for only those packages wherein the IEMs have been identifiedinSection–I:InvitationforBidsand/orClauseITB9.3inSection–III:BidData Sheets of Conditions of Contract, Volume-I of the BiddingDocuments.

(1) BSPTCL has consulted a panel of Independent External Monitors (IEMs) for this Pact in consultation with the Vigilance Department, out of which one of the IEMs has been indicated in theNIT/IFB.

(2) The IEM is to review independently and objectively, whether and to what extent theparties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report toChairman-cum-ManagingDirector,BSPTCL,attheearliest.Hemayalsosubmitareport directly to the Vigilance, in case of suspicion ofserious irregularities attracting the

provisionsofthePCAct.However, forensuringthedesiredtransparencyandobjectivityindealingwiththecomplaintsarisingoutofan ytenderingprocess,themattershallbereferred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Chairman-cum-Managing Director, BSPTCL, giving jointfindings.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functionsneutrallyandindependently.HereportstotheChairman-cum-ManagingDirector, BSPTCL.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of BSPTCL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) withconfidentiality.

(5) BSPTCLwillprovidetotheIEMinformationassoughtbyhimwhichcouldhaveanimpacton the contractual relations between BSPTCL and the Bidder/Contractor related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Chairman-cum-Managing Director, BSPTCL and request the Chairman-cum-Managing Director, BSPTCL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they actinaspecificmanner,refrainfromactionortolerateaction.However,theIEMshallgive an opportunity to BSPTCL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations toBSPTCL.

(7) The IEM will submit a written report to the Chairman-cum-Managing Director, BSPTCL within8to10weeksfromthedateofreferenceorintimationtohimbyBSPTCLand,should the occasion arise, submit proposals for correcting problematicsituations.

(8) IftheIEMhasreportedtotheChairman-cum-ManagingDirector,BSPTCL,asubstantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairman-cum-Managing Director, BSPTCL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Vigilance, the Monitor may also transmit this information directly to theVigilance.

(9) The word ‘IEM’ would include both singular andplural.

Section IX - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of BSPTCL. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under IntegrityPact.

(2) Changes and supplements as well as termination notices need to be made inwriting.

(3) IftheContractorisapartnershipfirmoraconsortiumorJointVenture,thisagreementmustbe signed by all partners, consortium members and Joint Venturepartners.

(4) Nothing in this agreement shall affect the rights of the parties available under the General Conditions of Contract (GCC) and Special Conditions of Contract(SCC).

(5) Views expressed or suggestions/submissions made by the parties and the recommendations oftheVigilance/IEM#inrespectoftheviolationofthisagreement,shallnotbereliedonor introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subjectcontract.

 # Vigilance shall be applicable for packages wherein IEM are not identified inSection IFB/ BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract,Volume-I.

(6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreementto their originalintentions.

(Signature)_____	**(Signature)_____**
(For &OnbehalfofBSPTCL)	**(For & On behalf of Bidder/Partner(s) of Joint Venture/Contractor)**
(OfficeSeal)	**(Office Seal)**

Name:_____Name:_____

Designation:_____Designation:_____

Witness1 :_____Witness 1:_____

(Name&Address)_____(Name &Address)_____

_____ _____

Witness2 :_____Witness 2:_____

(Name&Address)_____(Name &Address)_____

_____ _____

34. (FORM 24): FORMAT FOR PROVISIONAL TIMEEXTENSION

Ref No:
…….(insert Contractor's name and address)…….
…….
…….
…….
[in case of joint venture, the aforesaid details shall be of the Lead Partner and the following shall also be included:

(Lead Partner of the joint venture of M/s…….andM/s.....)]

Attn: Mr……..

Sub: Provisional Time Extension under Ex works supply/ erection contractor for …….(insert name of the package).....Specification number:…….

Ref: i) Our letter of award No…….. dated…….
ii) Your requestletterNo…….dated..... for provisionaltime extension

Ma'M/Sir,

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

Based on your request vide letter No…….dated……., we are pleased to grant you provisional time extension upto…….(insert date)…….. justto keep the contractlivewithoutprejudicetoourrighttolevyLD/compensationatthetimeoffinaltime extension.

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

Thanking You,

Yours Faithfully,
For and behalfof

…….(Name ofemployer)…….

AuthorisedSignatory

PROFROMA OF LETTER OFUNDERTAKINGS

(To be submitted by the Bidder alongwith his Bid)

(To be executed on no-judicial paper of requisitevalue)

Ref..... Date.....

To

Chief Engineer (Project I/II)

Bihar State Power Transmission Co. ltd.

Vidyut Bhavan, J.L. Nehru Marg.

Patna- 800021,

Dear Sir,

I/We have read and examined the following bid documents relating to the …… (Full scope of work)

a) Notice InvitingTender.

b) Conditions ofContract

c) All the terms and conditions stipulated in the tenderdocuments.

d) TechnicalSpecification.

I/We hereby submit our Bid and undertake to keep our Bid Valid for a period of six (6) months from the date of bidi.e.upto .....I/We hereby further undertake that duringsaid period I/We shall not vary/alter or revoke my/our Bid.

This undertaking is in consideration of BSPTCL agreeing to open my Bid and consider and evaluate the same for the purpose of award of work in terms of provision of tender specifications.

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

Signature alongwith Seal of Co.

……..

(Duly authorisedtosign the Tender on behalf of theContractor)

Name ……

Designation ……...

Name of Co. ……...

(in Block Letters.)

WITNESS

Signature..... Date &PostalAddress

Date…….…….

Name & Address…….…….

….....Telegraphic Address

……. ……

……

TelephoneNo…….

Telex No……...

PROFORMA FOR POWER OF ATTORNEY IN RESPECT OF TENDERERSIGNATURE

(To be stamped in accordance with the Stamp Act)

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

KNOW ALL MEN BY THESE PRESENTS,THAT WE,.....(Name ofCompany) …..... hereby appoint and authorize.

……...

……

……

as our true and lawful attorney or attorneys, for us and in our name, Place and stead, to do the following acts and things, jointly and each of them severally, in respect of the Tender for ---------- invited by Bihar State Power Transmission Co. Ltd., Patna vide Specification No.

(1) To sign, execute and deliver the tender documents and other documents relatedthereto,

(2) To negotiate and determine the terms and conditions of the contract,and

(3) To sign, execute and deliver the contract and relateddocuments.

This power of Attorney shall remain in full force and effect for the above stated project.

IN WITNESS WHEREOF, we have caused the signature of our Representative …….. to be affixed hereunto on this …… (Date)……..

WITNESS

…….. ……..

(Signature) (Signature)

…….. ……..

(Name) (Name)

…….. ……..

(OfficialAddress) (Designation with OfficialStamp)

…….

(Address)

PROFORMA FOR POWER OF ATTORNEY IN RESPECT OF JOINT VENTURES

(On Non-Judicial Stamp paper of appropriate value)

TO WHOM SOEVER IT MAY CONCERN

N.I.T.No.....

With reference to the captioned tender invited by Bihar State Power Transmission Co. Ltd (hereinafter referred to as theEmployer), we,.....(Nameof company)…….. a company incorporated under thelawof....., having its principal businessofficeat..... , are participating inthe captioned tender as a joint venture partner and hereby authorize:

……

……

……

as the lead partner to prepare and submit tender, reply to any questions on the submitted tender, negotiate and conclude the Contract with the Employer and to act and work as our representative and on our behalf in the execution of the Contract.

We hereby confirm that we agree to extend the guarantee to the Employer for the turnkey execution of the above stated tender.

This POWER OF ATTORNEY is effective from……(Date)..... and remains infull force and effect for the above stated project.

WITNESS

…….. ……..……..

(Signature) (Signature ofauthorized

representative of main bidder)

…….. ……..

(NameandAddress) (Name)

…….

(Common seal of the Company)

PROFORMA FOR QUALIFICATION

Ref..... Date.....

To

Chief Engineer (Project I/II)
Bihar State Power Transmission Co. ltd.
Vidyut Bhavan, J.L. Nehru Marg.
Patna- 800021,

Dear Sir,

N.I.T.No.....

1. We have noted that to be qualified for award, tenderers shall provide evidence satisfactory to BiharStatePowerTransmissionCo.Ltdoftheircapabilityandadequacyofresourcestocarryout the contract effectively. The following information/ documents are furnished/submitted along with our bid:

a) Copies of original documents defining the constitution of legal status, place of registrationand principal place of business; written power of attorney of the signatory of the bid to commit the bidder.

b) The audited balance sheets for the last fiveyears.

2. Other details in support of Qualifying Requirement have been filled in formats given at the subsequent pages of this Schedule. All individual firms and each Partner of a Joint Venture bidding for the package are requested to complete the information in the form. The requisite information to be provided for all firms (individualsolebiddersaswellaspartnerofJointVenture bidder).

a) Joint Venture Summary: If bidder is a joint Venture of two or more Partners.

Name of all Partners of joint Venture

1. Partner

2. Partner

3. Partner

The Joint Venture Agreement as per specified format is enclosedat_____ _____M/s_____is nominated as lead Partner and Power of AttorneyauthorisingM/s_____as lead Partner, signed by legally authorised signatories of all Partners isenclosed at_____.

P-XX (2)

1. (b) (i). The following is the list of orders executed by us for 220 KV and above voltage Sub-Stationthedetailsofwhicharefurnishedinthesupportof QualifyingRequirements.

Sl. No.	Customer	Order Ref. & Date	Order Value (Lakhs) (Rs.)	Sub Stn.Voltage(KV)	Total Sub StnCapacity	Scope of work in case of Sub Stn.			Date of Commissioning of Sub-Stn.
						No of 220 KV or above line Bays	No of 220/132/33 KV or above Transformer Bays	Transformer Capacity	
1	2	3	4	5	6	7	8	9	10

Note :-

4. (B) (ii). Our Annual Turnover for the last five years are as follows:

Sl. No.	Financial Year (Specify)	Annual Turnover for Sub Stn. (in Rs.) Crores	Annual Turnover for Trans. line (in Rs. Crores)
1.	2024-25		
2.	2023-24		
3.	2022-23		
4.	2021-20		
5.	2020-19		

Average Annual Turnover for best three years out of last five financial years is :

Rs._____Crores.

5. Weherebyconfirmthattheliquidassets(currentassetsminimuminventories)and/orevidence of excess to or availability of credit facilities of our company, i.e.

_____as on_____(date)in Rs._____Crores

P-XX (4)

6.00 In accordance with the tender documents, Certificate(s) from Banker issuedon _____(date)as per requisite format, various fund based/non-fundbasedlimits sanctioned to the Bidder or each member of the Joint Venture and the extent of utilisation as on date is/areenclosedat_____.

7.00 **ThemonthlycashflowprojectionforexecutionoftheContractisasfollows:**

Sl. No.	Month	Anticipated Cash Flow	Source

8.00 **Details of Bidder's Banks:**

Name of Banker
Address of Banker
Telephone Contact Name andTitle
Fax

9.00 **Details of LitigationHistory**

Year	Award for or against Applicant	Name of Client, cause of litigation and matter in dispute	Disputed amount (current value in Indian Rupees)

10.0 Certify that the above informations furnished by me are true and correct to the best of my knowledge.

Signature

Place: Name

Date: Status

Whether authorised attorney of the tendering company.

Name of the tendering company

P-XXI

NAME OF CONTRACT :
NAME OF PACKAGE :
N.I.T. No. :
To,
THE CHIEF ENGINEER, (PROJECTSI/II)
(BIHAR STATE POWER TRANSMISSION CO. LTD.)
VIDYUT BHAWAN, J.L. NEHRUMARG,
PATNA- 800021

1. HavingexaminedtheTenderDocumentsincludingtheInstructionstoTenderers,ConditionsofContract, Specification, Employer's Tender Drawings, Technical Schedules and Schedules of Prices for the execution of the above-named contract, we, the undersigned, hereby offer to execute, complete and remedy defects in the whole of the works in conformity with the said documents.

2. We undertake, if our Tender is accepted, to complete and deliver the whole of the Works comprised in the Contract within the time or times stated in the Contract, subject to the said Conditions.

3. We agree to abide by this Tender- Technical Bid, together with the Tender- Price Bid, for the period of 180 days from the date fixed for receiving the Technical Bid same and it shall remain binding upon us and may be accepted at any time before the expiration of thatperiod.

4. This Tender is submitted under our coveringletterreference ..... dated …….. and the completed tender documents and other information, required bytheInstructiontoTenderers,whichareenclosedtherewithallofwhichshallbereadandconstruedas forming a parthereof.

5. This Tender, together with your written acceptance thereof, shall constitute a binding Contract between us. Valid from the date of your written letter ofAcceptance.

6. We understand that you are not bound to accept the lowest or any Tender you may receive.

Dated this..... dayof .....2014.

Signature ……in the capacity of ……

duly authorized to sign tenders for and on behalf of …….

Witness

Address ……

……
……
Occupation……

FORMAT FOR MANUFACTURER'S AUTHORISATION FORM

GIS EQUIPMENTS

(To be submitted on the Rs. 1000 Non Judicial Stamp Paper)

Ref:No. Dated:

In respect of ……(NAME OF WORK AND NIT NO.) …… …… ……

To Dt.…….

Chief Engineer (Project-I/II)
Bihar State Power Transmission CompanyLtd.
4th Floor, VidyutBhawan,
BaileyRoad,Patna-1 Fax No. : 0612-2504305
Phone No. :0612-2504442

Dear Sir,

We..... Who are established and reputable manufacturers of .... (Name &descriptions of Materials/equipment offered) having manufacturing factories at ..... (Address of factory) do herebyauthorizeM/s..... (Nameand addressofContractor)tosubmitabid,andsignthecontractwithyouftheaboveMaterials/ equipment manufactured by us against the Tender Specification ..……..

We hereby extend our full guarantee and warranty as per General Conditions of Contract for the Materials/equipment and services offered by us to the above Contractor against this Specification No.……..

WeherebyagreetodeputeourrepresentativesfromtimetotimetotheBSPTCL'sProjectsite to ensure successful performance of the material in accordance with Tender Specifications. Further, if the BSPTCL suffers any loss or damage on account of non performance of the material, including warranty/defect Liability period as per bid specification in terms of the contract,wetheManufacturerandtheContractorarejointlyandseverally(asperthescopeof work and services assigned to us) bound to undertake to pay such loss or dam ages to the BSPTCL on its demand without any demur as per warranty/ Guarantee clause o f GCC of Tenderdocument.

As a security, we the Manufacturer shall furnish Performance Guarantee in favour of the BSPTCL in a form acceptable to the BSPTCL. The value of such guarantee shall be

equivalent to 10% of the contract value of such materials/ equipment to be supplied by the ManufacturerasidentifiedintheContractawardedbytheBSPTCLtotheBidder/Contractor and it shall be part of guarantee towards the faithful performance/compliance in terms of the Contract. The guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, as per the provisions of theContract.

Yours faithfully,

For and on behalf of M/s……..
Signature:……...
Name:…….
Designation:……..
Seal:…….

Note: The signatory should have the authorisationfromtheir Board of Director of the concerned Firm & a copy of the same also to be submitted along with thebid.

ANNEXURE-D1(A)

CONSENT LETTER FROM ERECTOR

(To be submitted on the Rs. 1000 Non Judicial Stamp Paper)

In respect of ……(NAME OF WORK AND NIT NO.)……

To Dt…….

Chief Engineer (Project-I/II)
Bihar State Power Transmission CompanyLtd.
4th Floor, VidyutBhawan,
BaileyRoad,Patna-1 Fax No. : 0612-2504305
Phone No. :0612-2504442

Dear Sir,

The undersigned on behalfofM/s.....having its registeredoffice at.....wish to confirm asunder:

1. That, we shall carry out Stringing, testing andcommissioning of..... type of conductor for which tender/bids are invited on turnkey basis for M/s ….....meeting the technical specification as specified in BSPTCL said Tender No. ……...

2. That, we as a Erector meet the qualifying criteria as specified in Qualifying Criteria Clause ofSBD of the said Tender No. NIT No……

3. That, we shall carry out Stringing, testing andcommissioning of..... type of conductor for which tender/bids are invited on turnkey basis in line with the agreed Time Schedule between BSPTCL and M/s……..

4. That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of TenderSpecifications.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s..... (Authorization letterenclosed).

For and on behalf of M/s……..
Signature:……..
Name:…….
Designation:……...
Seal:…….

Note : The signatory should have the authorisation from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

ANNEXURE-D1(B)

CONSENT LETTER FROM ERECTOR

(To be submitted on the Rs. 1000 Non Judicial Stamp Paper)

In respect of ……(NAME OF WORK AND NIT NO.)……

To Dt…….

Chief Engineer (Project-I/II)
Bihar State Power Transmission CompanyLtd.
4th Floor, VidyutBhawan,
BaileyRoad,Patna-1 Fax No. : 0612-2504305
Phone No. :0612-2504442

Dear Sir,

The undersigned on behalfofM/s.....having its registeredoffice at.....wish to confirm asunder:

1. That, we shall carry out construction of Transmission line projects involvingtower foundations, erection, stringing, testing andcommissioningof .....type of conductor for which tender/bids are invited on turnkey basis for M/s ….....meeting the technical specification as specified in BSPTCL said Tender No. ……...
2. That, we as a Erector meet the qualifying criteria as specified in Qualifying Criteria Clause ofSBD of the said Tender No. NIT No……
3. That, we shall carry out construction of Transmission line projects involving tower foundations, erection, stringing, testing andcommissioningof .....type of conductor for which tender/bids are invited on turnkey basis in line with the agreed Time Schedule between BSPTCL and M/s……..
4. That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of TenderSpecifications.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s..... (Authorization letterenclosed).

For and on behalf of M/s……..
Signature:……..
Name:…….
Designation:……..
Seal:…….

Note : The signatory should have the authorisation from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

ANNEXURE-D2

CONSENT LETTER FROM HTLS CONDUCTOR MANUFACTURER
(To be submitted on the Rs. 1000 Non Judicial Stamp Paper)

In respect of ……(NAME OF WORK AND NIT NO.)……
To Dt…….
Chief Engineer (Project-I/II)
Bihar State Power Transmission CompanyLtd.
4th Floor, VidyutBhawan,
BaileyRoad,Patna-1 Fax No. : 0612-2504305
Phone No. :0612-2504442

Dear Sir,
The undersigned on behalfofM/s.....having its registeredoffice at.....wish to confirm asunder:
1. That, we shall supply HTLS ConductortoM/s ..... meeting the technical
specification as specified in as specified in BSPTCL said Tender No. ……...

2. That, we as a HTLS Conductor Manufacturer meet qualifying criteria as specifiedinQualifying Criteria Clause of SBD of the said Tender No. NITNo……

3. That,weshallsupplytheHTLSConductorinlinewiththeagreedTimeSchedulebetween BSPTCL andM/s……..

4. That, we shall undertake supervision and ensure quality work of HTLSconductor stringing and commissioning in case of award of Contract toM/s……...

5. That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of TenderSpecifications.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s..... (Authorization letterenclosed).

For and on behalf of M/s……..
Signature:……..
Name:…….
Designation:……..
Seal:…….

Note : The signatory should have the authorisation from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

ANNEXURE(DIPP)

Format for Affidavit of Self certification regarding Minimum Local Content in line with PPP-MII order No. P-45021/2/2017-BE-II dated 15.06.2017, PPP-MIIorder No. P-45021/2/2017-PP(B.E-II) dated 28.05.2018 and Ministry of PowerOrderno.11/05/2018-Coord dated 20.12.2018 if applicable, to be provided on a non-judicial stamp paper of Rs. 1000/-.

Date:

I _____S/o, D/o,W/o,_____Resident of_____hereby solemnlyaffirm and declare asunder:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 (*hereinafter PPP-MII order*) of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated 28/05/2018 , Ministry of Power order no.11/05/2018-Coord dated 20.12.2018 and any subsequent modifications/Amendments, if anyand

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/BSPTCL or any other Government authority for the purpose of assessing the local contentofgoods/services/works supplied bymefor ..... *(Enter the name of thepackage)*.

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

That the goods/services/works supplied bymefor .....(*Enterthe name of the package*) meet the 'Minimum Local Content 'as defined in the PPP-MII order as amended up to date.

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

Thatintheeventofthelocalcontentofthegoods/services/worksmentionedhereinisfoundtobe incorrect and not meeting the prescribed Minimum Local Content criteria, based on the assessment of procuring agency (ies)/BSPTCL/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order as amended up to date and provisions of the Integrity pact/ BiddingDocuments.

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

i Name and details of the LocalSupplier
(Registered Office, Manufacturing unit location, nature of legal entity)

ii. Date on which this certificate isissued

iii. Goods/services/works for which the certificate isproduced

iv. Procuring entity to whom the certificate isfurnished

v. Percentage of local content claimed and whether it meets the Minimum Local Content prescribed

vi. Name and contact details of the unit of the Local Supplier(s)

vii. Sale Price of theproduct

viii Ex-Factory Price of theproduct

ix. Freight, insurance andhandling

x. Total Bill ofMaterial

xi List and total cost value of inputused to manufacture the Goods/to provide services/in construction ofworks

xii. List and total cost of input which are domestically sourced. Value addition certificatesfrom suppliers, if the input is not in-house to ebattached

xiii. List and cost of inputs which are imported, directly orindirectly

For and onbehalfof ..... (Name offirm/entity)
Authorized signatory (To be duly authorized by the Board of Directors)
<Insert Name, Designation and Contact No.>

ANNEXURE (DIPP)

Certificatefromstatutoryauditororcostauditorofthecompany(inthecaseofcompanies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order, if applicable*[to be submitted on the letter head of theissuer.]*

Dear Sir,

Wehavereadandunderstoodtheprovisionsof"PublicProcurement(PreferencetoMakeinIndia) Order, 2017" dated 15/06/2017, its revision dated 28/05/2018,20.12.2018 and any subsequent modifications/Amendments, if any [hereinafter, "PPP-MII Order"] issued by Department of Industrial Policy and Promotion (DIPP), Ministry of Commerce and Industry, Government of India.

InlinewiththeprovisionsofthePPP-MIIOrderanditsamendedasuptodate,M/s..... *[Enter the name of the Bidder] [*herein after, "Local Supplier"*]* have submitted an Affidavit of self-certification to Bihar State Power Transmission Company Limited [hereinafter, BSPTCL]regardingLocalContentinGoods/Services/WorkstobesuppliedbytheLocalSupplier for …… *[Enter the name of the package]*, wherein they have agreed to abide by the terms and conditions of the PPP-MIIOrder.

Further, in line with the PPP-MII Order, as amended as up to date the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) shall provide a certificate giving the percentage of Local Content in the Goods/Service/Works to be supplied by the Local Supplierfor [*Enter the name of thepackage*].

Accordingly, we, the Statutory Auditor(s) /Cost auditor (*applicable in the case of companies*)of theLocalSupplier/apracticingcostaccountantorpracticingcharteredaccountant(*applicablein respect of suppliers other than companies*), certify that the Local Content as defined under the PPP-MII,intheGoods/Service/WorkstobesuppliedbytheLocalSupplierfor…… [*Enter the name ofthepackage*]is..... percentage [*specify the percentage of Local content*].

For and onbehalfof, Date:

<<Statutory Auditor's/Cost auditor's/Cost accountant's/Chartered accountant'sattestation>> Firm Reg

No.Membership No.

Note:Thisisaguidingformat.Incasethebiddersubmitsthecertificateinaformatdifferentfrom the above, the same may be considered provided it meets the intent and purpose, as may be ascertained byBSPTCL.

Declaration of Bidders/ Manufacturers/ EPC Contractors to be submitted along with Bids

(To be submitted on the Rs. 1000 Non - Judicial Stamp Paper)

(**FORMAT-A with MAF for Tenders like GIS, HTLS. Monopole, etc.**)

In respect of …….……(NAME OF WORK AND NIT NO.)……..

To Dt…….

Chief Engineer (P&E/Project-I/Project-II)
Bihar State Power Transmission CompanyLtd.
4th Floor, VidyutBhawan,
BaileyRoad,Patna-1
Fax No. : 0612-2504305
Phone No. :0612-2504442

We**M/S**……..…*(Name of Bidder/ Manufacturer/ EPC Contractor)*having its registered office atwishto confirm that

1. All equipments/ components/ parts/ services complying the instructions in respect of communicable/non-communicable/ testings and their protocols/safe to connect and cyber security from the designated testing centres/ labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders to be issued from time to time by MoP, MoF, DPIIT and CEA.

2. No such proposals for vendor approvals/adoptions or/and supply of equipments shall besubmitted to BSPTCL which is non-compliantto the above-mentioned orders/ guidelines/ clarifications.

3. All compliances of the directives issued by MoP, DPIIT, CEA and MoF as well as successful testing of the equipment/components/parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications shall be complied and shall be furnished for vendor approval/adoption by <u>all Manufacturers and EPC contractor/ Bidders</u>.

4. Manufacturer's Authorization Format (MAF):

4.1: That, we shall supply …… (Item Name) of M/S……meeting the technicalspecification as specified in as specified in BSPTCL said Tender No. ……...

4.2: That, we as a …… (Item Name) Manufacturer meet qualifying criteria as specified in Qualifying Criteria Clause of SBD of the said Tender No. NITNo……..

4.3: That,we shall supply the …… (Item Name) inlinewiththeagreedTimeSchedulebetween BSPTCL and M/s…….

4.4: That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of Tender Specifications.

5. If at any point, the above declarations or/and undertaking submitted by the Bidder/ Manufacturer/ EPC Contractor are found incorrect/ wrong/ false, actions as deemed fit, will be taken by BSPTCL against Bidder/ Manufacturer/ EPC Contractor.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s ..... (Authorization letter enclosed).

For and on behalf of M/s……

Signature:……

Name:…….

Designation:……

Seal:……

Note : The signatory should have the authorization from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

Declaration of Bidders/ Manufacturers/ EPC Contractors to be submitted along with Bids

(To be submitted on the Rs. 1000 Non - Judicial Stamp Paper)

(**FORMAT-B without MAF**)

In respect of …….……(NAME OF WORK AND NIT NO.)……..

To Dt.…….

Chief Engineer (P&E/Project-I/Project-II)

Bihar State Power Transmission CompanyLtd.

4th Floor, VidyutBhawan,
BaileyRoad,Patna-1
Fax No. : 0612-2504305,Phone No. : 0612-2504442

We**M/S**……*(Name of Bidder/ Manufacturer/ EPC Contractor)*having its registered office atwishto confirm that

6. All equipments/ components/ parts/ services complying the instructions in respect of communicable/non-communicable/ testings and their protocols/safe to connect and cyber security from the designated testing centres/ labs as per protocols decided by MoP, CEA and BSPTCL and all other relevant orders to be issued from time to time by MoP, MoF, DPIIT and CEA.

7. No such proposals for vendor approvals/adoptions or/and supply of equipments shall besubmitted to BSPTCL which is non-compliantto the above-mentioned orders/ guidelines/ clarifications.

8. All compliances of the directives issued by MoP, DPIIT, CEA andMoFas well as successful testing of the equipment/components/parts in terms of specified qualities and its type test/ checks as per Tender Documents/ Tender Specifications shall be complied and shall be furnished for vendor approval/adoption by <u>all Manufacturers and EPC contractor/ Bidders</u>.

9. If at any point, the above declarations or/and undertaking submitted by the Bidder/ Manufacturer/ EPC Contractor are found incorrect/ wrong/ false, actions as deemed fit, will be taken by BSPTCL against Bidder/ Manufacturer/ EPC Contractor.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s ..... (Authorization letter enclosed).
For and on behalf of M/s……
Signature:……
Name:…….
Designation:……
Seal:……

Note : The signatory should have the authorization from their Board of Director of the concerned Firm & a copy of the same also to be submitted along with the bid.

IEEE-Annexure-II

PRICE VARIATION CLAUSE FOR POWER TRANSFORMERS AND REACTORSCOMPLETE WITH ALL ACCESSORIES AND COMPONENTS OF VOLTAGE ABOVE33KVAND UPTO 400KV OFSUPPLIED AGAINSTDOMESTICCONTRACTS

This price variation clause is applicable for Transformers and Reactors of voltage above 33 kV andupto400KVsuppliedagainstdomesticcontracts.AseparatepricevariationclauseIEEMA/PVC/PWR TRF Up to 400KV/DE/2021 has been evolved for above types of TransformersandReactors suppliedagainst export/deemed export contracts.

The price quoted/confirmed is based on the input cost of raw materials/components and labour costas on the date of quotation and the same is deemed to be related to prices of raw materials and allIndia average consumer price index number for industrial workers as specified in the price variationclause given below. In case of any variation in these prices and index numbers, the price payableshallbesubject toadjustment, up ordownin accordancewith thefollowingformula: -

P=Po/100(6 +32.C/Co+27.ES/ESo+12.IS/ISo+4.IM/IMo+9.TO/TOo+10.W/Wo)
Wherein,

P = Price payable as adjusted in accordance with the above formula.P0=Pricequoted/confirmed.

C0= PriceofCC copper rods(refernotes)
Thispriceis as applicableforthe month, ONEmonth prior to the date ofPart-Iopening.
ES0=PriceofCRGOElectricalSteelLamination(refernote)
This priceis as applicableforthe month, ONEmonthspriorto thedate ofPart-Iopening.
IS0=Averagepriceof steelPlates10 mmthick(refernotes)
Thispriceis as applicableforthe month, ONEmonth prior to the date ofPart-Iopening.
IM0 =PriceofInsulatingMaterials(refernotes)
Thispriceis as applicableforthe month, ONEmonths prior to thedate ofPart-Iopening.
TO0=PriceofTransformerOil(refernotes)
This price is as applicable for the month, ONE month prior to the date of Part-I opening.W0=AllIndia averageconsumer priceindexnumberforindustrialworkers, as publishedbythe
LabourBureau,Ministryof Labour,Govt.ofIndia (Base:2016=100)

Thisindexnumberisasapplicable for themonth, THREE monthsprior to thedateoftendering.
For example, if date of Part-I opening falls in December 2021, applicable prices of Copper Rods(C0), Steel Plates10 mm thick (IS0), CRGO Electrical Steel Laminations (ES0) and Insulatingmaterial (IM0) and Transformer Oil (TO0) should be as on 1st November 2021 and all India averageconsumerpriceindexno. (W0) should beforthemonthof 1st September2021.

C=PriceofCC copper rods (refernotes)

Thispriceisas applicableforthe month,TWO months priorto thedateofdelivery*.

ES=PriceofCRGOElectricalSteelLamination(refernote)

Thispriceis asapplicableforthemonth, TWO monthspriorto thedate ofdelivery*.

IS= AveragepriceofSteel Plates10mmthick(refernotes)

Thispriceisas applicableforthe month,TWO months priorto thedateofdelivery*.

IM =PriceofInsulatingMaterials(refernotes)

Thispriceisas applicableforthemonth, TWO monthspriortothedateofdelivery*.

TO=PriceofTransformerOil(refernotes)

Thispriceisas applicableforthe month,ONEmonth priorto thedate ofdelivery*.

W= AllIndia averageconsumer priceindexnumber for industrial workers,as published bytheLabourBureau, Ministryof Labour,Govt. ofIndia (Base: 2016 =100)

Thisindexnumberis asapplicable forthemonth,THREE monthsprior tothedateofdelivery*.

For example, if date of delivery in terms of clause given below falls in December 2022,applicable prices of CopperRods (C),Insulatingmaterial (IM),CRGO Electrical SteelLamination (ES), Plates 10 mm thick (IS) should be as on 1st October 2022 and TransformerOil (TO) should be 1st November 2022 and all India average consumer price index no. (W)shouldbeforthe month of September2022.

*Thedate ofdeliverywill beconsideredas detailed below:-

(i) If transformer is delivered before contractual delivery period, the prevailing indices shall becalculated onthe basis of transformer isnotified as being ready for inspection/dispatch(inthe absence of such notification, the date of manufacturer's dispatch note is to be consideredasthe date ofdelivery).

(ii) If transformer is delivered after contractual delivery period, then the price indices shall becalculated on the basis of date of inspection, schedule delivering period and actual deliveringperiod-whichever is lowest amongthem.

Note:Allprices areexclusiveof GST andexclusive ofanyother central, stateorlocal taxesetc.

Thedetails ofprices are asunder:-

1. Price of 8 mm CC copper rod (in Rs/MT) is ex-works price as quoted by the primaryproducer.
2. The price of CRGO is the price of CRGO Electrical Steel Lamination in Rs./MT suitableforTransformers of voltageabove33 kVand up to 400kV
3. Price of Steel is the average retail price of steel plates 10 mm thick as published by JointPlantCommittee(JPC) inRs./MT
4. The price of Insulting materials (in Rs./Kg) of pre-compressed pressboards of size 10mm thick, 3200 mm x 4100 mm is the average C&F price in free currency per MTconvertedintoIndianRupeeswithapplicableexchangeratesprevailingason 1stworking day of the month as quoted by primary suppliers. This price is the landed cost,inclusiveof applicablecustoms dutyonlybut exclusiveof countervailingduty.

The price of Transformer Oil (in Rs./K.Ltr) is the average price on ex-refinery basis asquoted byprimaryproducers for supplyindrums.

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