

REC Power Development and Consultancy Limited
(Formerly Known as REC Power Distribution Company Limited,
A Wholly owned Subsidiary of REC Limited, A Maharatna CPSE under
Ministry of Power, Govt. of India)



REC POWER DEVELOPMENT AND CONSULTANCY LIMITED

(As Project Implementing Agency)

On Behalf of Ladakh Power Development Department

Invites Bid through e-Tendering mode on GeM Portal only

FOR

**Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit
Transmission Line under PMDP Scheme-15**

Tender Specification No GEM/2026/B/7426625

REC Power Development Consultancy Limited

(A wholly owned subsidiary of REC, a 'Maharatna CPSE'

Under the Ministry of Power, Govt of India)

D-Block, REC Corporate Headquarter,

Plot No. I-4, Sector-29

Gurugram, Haryana- 122 001

Website: www.recpdcl.in

Volume-I

SECTION – I

INVITATION FOR BIDS (IFB)

INVITATION FOR BIDS (IFB)

For

Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15

(DOMESTIC COMPETITIVE BIDDING)

(SINGLE STAGE TWO PACKET BIDDING)

TENDER INQUIRY NO.:GEM/2026/B/7426625

Funding : Domestic

- 1.0 This invitation for bids follows the e-procurement notice (Invitation for Bids) for the subject package. The tender document is available at RECPDCL website (www.recpdcl.in), REC website (www.recindia.com), and GeM e-bidding portal (<https://gem.gov.in/>). Interested bidders may view, download the e-Bid document, seek clarification and submit their e- Bid online up to the date and time mentioned in the table at Clause no-5.0 of IFB.
- 2.0 Ladakh Power Development Department, Ladakh (hereinafter referred to as 'LPDD/'Owner') has decided to set up, as an Owner, "Strengthening of Transmission System in Ladakh under PMDP Scheme-15".
- 2.1 The Project Implementing activities in respect of the aforesaid Project on behalf of LPDD have been entrusted to REC Power Development & Consultancy Company Limited (RECPDCL) who is a wholly owned subsidiary of REC Limited, a Maharatna Public Sector Undertaking, and was incorporated on 8 January 2007 as Public Limited Company. RECPDCL's registered office is situated at D-Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana-122 001, India and Corporate office is at Gurugram (hereinafter referred to as '**RECPDCL**'/'**EMPLOYER**'/'**PURCHASER**') and RECPDCL intends to use funds to be provided by LPDD for eligible payments under the contracts for the Package as mentioned above. The Ownership of the project shall, however, remain vested with LPDD.
- 3.0 RECPDCL, on behalf of LPDD therefore, invites bids from eligible bidders for the aforesaid package on Domestic Competitive Bidding basis under secured e-procurement procedure.:
Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15 as per Technical Specification

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

- 3.1 The scope of work covered under the subject Package shall inter-alia include Ex-works supply of Bird Diverters, inland transportation to different sites, transit insurance, loading and unloading, storage, erection testing and commissioning for the complete execution of work.

The above scope of work is indicative and the detailed scope of work is given in the Technical Specification (Volume-II) of the Bidding Documents.

- 3.2 The completion period for subject Package shall be **7 Months from the date of award (2(Two) Months for supply portion from date of award)**.

- 3.3 Bidding will be conducted through the Domestic Competitive Bidding procedures as per the provisions of ITB/BDS and the contract shall be executed as per the provisions of the Contract. The respective rights of the Employer and the Bidder/Supplier shall be governed by the Bidding Documents/Contract signed between the Purchaser and the Supplier for the package.
- 4.0 The detailed Qualifying Requirements (QR) are given in the Bidding Documents. Bidder not meeting the QR will not be considered for price bid opening.
- 5.0 Important Instruction for participation in subject Tendering:
- a) Bidders are requested to read the 'instruction' available on e-Tender web link <https://gem.gov.in> before proceeding for submission of bids. It is important to note that bidders can submit their bids online only through <https://gem.gov.in>.
 - b) Bidders shall download the Bidding Documents from the portal <https://gem.gov.in>, as per the provisions available therein. Interested bidders can download the Bidding Documents and commence preparation of bids to gain time. The bidding documents are meant for the exclusive purpose of bidding against this specification and shall not be transferred to any nparts or reproduced or used otherwise for any purpose other than for which they are specifically uploaded.
 - c) Bidders shall ensure that their bids, complete in all respects, are submitted online through GeM portal only. **No DEVIATION in this regard is acceptable.**
 - d) The tender document is available at RECPDCL website (www.recpdcl.in), REC website (www.recindia.com) and GeM e- tendering portal (<https://gem.gov.in>). **However, in case of any contradiction the tender documents at GeM e-tendering portal (<https://gem.gov.in>) shall prevail.** Interested bidders may view, download the e-Bid document, commence preparation of bids to gain time, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

Important Dates	
Date of Release of Bid Document	09/04/2026
Last date of queries/ seeking Clarification	17/04/2026, up to 17:00 Hrs. (IST)
Pre bid Meeting date	17/04/2026, at 12:00 Hrs. (IST)
Starting Date & Time of Bid submission	09/04/2026 onwards
Last Date & Time of submission of Bid	24/04/2026, till 15:00 Hrs. (IST)
Date of opening of Technical bid	24/04/2026, till 15:30 Hrs. (IST)
Tender Document	The details can be downloaded free of cost from the websites www.recpdcl.in/ www.recindia.com/ https://gem.gov.in
Pre Bid Meeting Address	Pre-bid meeting will be held through Video Conferencing (VC) (Google-Meet) VC Link :- https://meet.google.com/rdz-rrkw-fcv

Bid Security	Rs.2,50,000.00 (Rs. Two Lakhs and Fifty Thousand only)
Address for Bid submission/Bid Security/PBG	Shri. Vijay Shridhar Kulkarni, Sr. GM & HoD (T&D) REC Power Development & Consultancy Limited 2 nd Floor, D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana- 122 001 Tel: 0124 - 4441300 Email- vijay.kulkarni@recpdcl.in
Contact Person	Shri. Vivek Verma Deputy General Manager (Engineering), REC Power Development and Consultancy Limited 3 rd Floor, D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana- 122 001 Tel: 0124 - 4441300 Email- vivek.verma@recpdcl.in ladakh.transmission@recpdcl.in

6.0 Interested bidders have to necessarily register themselves on the portal <https://gem.gov.in> to participate in the bidding under this invitation for bids. It shall be the sole responsibility of the interested bidders to get themselves registered at the aforesaid portal.

For proper uploading of the bids on the portal namely <https://gem.gov.in> (*hereinafter referred to as the 'portal'*), it shall be the sole responsibility of the bidders to apprise themselves adequately regarding all the relevant procedures and provisions as detailed at the portal as well as by contacting from RECPDCL, as and when required, for which contact details are mentioned above. The Employer in no case shall be responsible for any issues related to timely or properly uploading/submission of the bid in accordance with the relevant provisions of Section II – ITB of the Bidding Documents.

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

8.0 A pre-bid meeting will be held at the address mentioned in Clause no- 5 of IFB on 17.04.2026 at 12:00 Hrs. to clarify the bidders various issues raised in accordance with clause 6.0 of ITB.

9.0 A **Single Stage Two Packet Bidding Procedure** will be adopted and will proceed as detailed in the Bidding Documents.

9.1 Soft Copy Part of the Bids must be uploaded under **Single Stage Two Packet Bidding Procedure** on the portal at or before **15:00 hours on 24.04.2026**. GeM would not allow any late submission of bids through the portal after due date & time as specified.

Hard Copy Part (Required documents only) of the Bids must be submitted under Single Stage Two Packet Bidding Procedure at the address given in Table at Clause no-5.0 of IFB at or before 15:00 hours on **24.04.2026**. **In case Hard copy part of the bid is not received by the Employer till the deadline for submission of the same prescribed by the Employer, but the bidder has uploaded the soft copy part of the bid, the soft copy part of the first packet bid uploaded on the portal shall be opened in line with provisions of Bidding Documents (late bid)**. Such bids will be rejected during preliminary examination in case **Online Payment**

Acknowledgement towards Bid Security is not uploaded in the tendering portal and/or other part of hard copy not submitted as brought out at ITB 21.1. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

All bids must be accompanied by a bid security of Rs. **2,50,000/-** for subject package.

First Packet i.e. **Techno -Commercial Part** shall be opened on **24.04.2026** at **15:30 hours**. Second Packet i.e. **Price Part** of those bidders who qualify techno-commercially, shall be opened in the presence Bid Opening Committee constituted by RECPDCL at the time and date and at the address given in the intimation for opening of Second Packet in accordance with Clause 25 of ITB.

Bid security must be submitted either in physical form or paid online (for details refer Clause ITB 13 and Clause ITB 5.4). The aforesaid documents in physical form or documentary evidence of online payment of the specified amount to RECPDCL, should be submitted at the address given at para 13.0 below at or before 15:00 Hrs. **24.04.2026**.

Power of Attorney, Integrity Pact, Declaration regarding local content and Event encountered must be submitted in physical form at the address given at para 13.0 below at or before 15:00 Hrs. **24.04.2026**. RECPDCL shall not be responsible for any postal delay in respect of submission of hard copy part of the bids.

10.0 RECPDCL reserves the right to annul the bidding process at any time prior to award of contract including rejection of any or all bids after the same has been received, without assigning any reason and without their by incurring any liability to the effected bidder or bidders or any obligation to inform the effected bidder or bidders on the ground of RECPDCL's action.

10.1 E-reverse Auction shall be applicable in subject package

Employer/ Owner / Purchaser reserves the right to go in for e-Reverse Auction (e-RA) in accordance with clause 29.0 of ITB among the technically and commercially acceptable bidders. In view of this, the bidders must quote most competitive prices in the first instance itself. It will be mandatory for the bidders to participate in Reverse Auction, failing which, the bidder shall be liable for punitive action including but not limited to rejection of offer, encashment of bid security, wherever applicable, etc. For this purpose, even log-in to the system shall be construed as participation.

11.0 The Integrity Pact Program (IPP) of RECPDCL will be applicable for the Package. Correspondence, if any, to the IEM be addressed to the following:

Smt. Sobhana Kamala Sudarsana Rao IFS (Retd) Procurement and Contract Management (PCM) Division, REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA mail:
sobhanarao@yahoo.co.in

Shri Hareshwar Sharma IRS (Retd)
Procurement and Contract Management (PCM) Division, REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA mail:
hareshwarsharma62@gmail.com

Shri Sanjay Chander IPS (Retd)
Procurement and Contract Management (PCM) Division, REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA mail:
dgrp1963@gmail.com

12.0 Bidders are also requested to visit our website <http://www.recpdcl.in> / <https://gem.gov.in>, <https://recindia.nic.in> for any corrigendum/ addendum /errata/clarification/ amendment which shall be considered integral part of bidding document. No separate notifications shall be published in the Newspaper(s) or any media for these activities.

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

(By Post/In Person)

Shri Vijay Shridhar Kulkarni

Sr. GM & HoD (T&D), REC Power Development and Consultancy Limited
2nd Floor, D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram,
Haryana- 122 001 Tel: 0124 – 4441300 Email- vijay.kulkarni@recpdcl.in

For more information on RECPDCL, visit our site at: <http://www.recpdcl.in>,
<https://recindia.nic.in>

For more information on the portal, visit on site of GeM at: <https://gem.gov.in>

14.0 Bidder is required to ensure meeting the Qualifying Requirements (QR) enclosed in bidding documents. In the absence of pre-qualification, documentary evidence establishing that the Bidder is eligible to bid and is qualified to perform the contract in accordance with QR, bidder will submit the following:

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in QR and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv) In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with audited statement of accounts of the company for last three years of its own (separate) immediately ending 31st March of previous financial year. The Bidder shall also furnish documentary evidence/ declaration regarding financial restructuring of the company, if any.

15.0 Bidder before submission of the bid is advised to go through the provisions of Bidding Document. Bidder will upload the Bid Security and document as specified in Instruction to

16.0 **Bidder shall necessarily submit** the following as hard copy part of Bid in the physical form at the address mentioned at para 13.0 above.

- i) Bid Security
- ii) **Declaration regarding local content on INR100 nonjudicial stamp paper**
- iii) Affidavit regarding correctness of the information/details/data/ documentary evidences etc. as submitted by the bidder are correct
- iv) **Integrity Pact on INR 100 nonjudicial stamp paper**
- v) **Events occurred as per the format provided in the Document**
- vi) Power of Attorney
- vii) Documentary evidence for meeting the QR.

17.0 The firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 04/06/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further, in case price reduction during e-RA, the 'Class -I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices

Firms who are not 'Class-I local supplier' shall not be eligible to bid.

SECTION - II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS (ITB)

Preamble

This section (Section-II) of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Employer. It also provides information on bid submission and uploading the bid on portal <https://gem.gov.in> , on line bid opening, evaluation and on contract award. 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, states otherwise. If there is a conflict between the provisions of Section - II & Section - III, the provisions of Section - III shall prevail.

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

The respective rights of the Employer and Bidders/Suppliers shall be governed by the Bidding Documents/Contracts signed between the Employer and the Supplier for the respective package(s).

Further in all matters arising out of the provisions of this Section - II and the Section-III of the Bidding Documents, the laws of the Union of India shall be the governing laws and courts of Delhi shall have exclusive jurisdiction.

A. Introduction

1. Source of Funds

- 1.1 Ladakh Power Development Department, Ladakh (hereinafter referred to as 'LPDD/'Owner') intends to use domestic funding for this Project.

All eligible payments under the contract for the package for which this Invitation for Bids is issued shall be made by the Employer (RECPDCL).

2. Eligible Bidders

- 2.1 This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer.

Further, the firm has to be a 'Class-I local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any.

Presently, the local content requirement to categorize a supplier as 'Class- I local supplier' is minimum 50%.

Firms who are not 'Class-I local supplier shall not be eligible to bid.

Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

The 'Class-I local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for 'Class -I local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order. Further in case price reduction during e-RA, the 'Class-I local supplier' shall ensure that the item offered meets the Local Content requirement considering the revised prices.

- 2.2 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) they have a controlling partner in common; or
 - (b) they receive or have received any direct or indirect subsidy from any of them; or

- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a 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 this bidding process, either individually [including bid submitted as an agent/authorised representative on behalf of one or more manufacturer(s) or through Licensee – Licensor route, wherever permitted as per the provision of Qualification Requirement for the Bidders Section-IV, Volume-I or as a partner in a joint venture, except for alternative offers permitted under ITB Clause 9.3. This will result in the disqualification of all such bids. However, this does not limit the participation of a Bidder as a subcontractor in another bid, or of a firm as a subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Plant and Installation Services that are the subject of the bid; or
- (g) A Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Project Manager for the contract.

2.3 The Bidder, directly or indirectly shall not be a dependent agency of the Employer.

3. Eligible Goods and Related Services

3.1 For the purposes of these Bidding Documents, the words “goods” includes commodities, raw materials, machinery, equipment and industrial plants and “related services” and “related services” includes services such as insurance, installation, training and initial maintenance.

3.2 All the Goods and Related Services to be supplied under the Contract shall have their origin in any country barring those countries against whom sanction for conducting business is imposed by Government of India and barring those firms with whom business is banned by the Employer.

3.3 For purposes of this clause, “country of origin” means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.4 The origin of the plant, equipment, and services is distinct from the nationality of the Bidder.

3.5 The Bidders must conform to all the requirements under all applicable laws including any order issued by the central government including Order No No.9/16/2016-Trans-Part (2) dated 18 November 2020, Order No. F/No.6/18/2019-PPD by Ministry of Finance, Department of Expenditure, Public Procurement Division dated 23 July 2020, latest Government of India Guidelines for Make in India, Domestically manufactured products, Atmanirbhar Bharat and circulars DIPP Office Memorandum No. P-45021/2/2017-PP (BE-II) date:16th Sept. 2020, MeitY Circular No.1(10)/2017-CLES dated 06.12.2019 and Order No. 11/05/2018-Coord. by the Ministry of Power dated 17 September 2020 including any amendments or modifications to the same from time to time.

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

4.1 The bidder has to ensure his registration with GeM on their e-tendering portal <https://gem.gov.in>.

B. The Bidding Documents

5. Content of Bidding Documents

Section – II: Instruction to Bidders Vol.-I

5.1 The facilities/work required, bidding procedures, contract terms and technical requirements are prescribed in the Bidding Documents. The Bidding Documents comprise of the following and shall include amendments, if any, thereto:

VOLUME – I: Conditions of Contract

- Section I Invitation for Bids (IFB)
- Section II Instructions to Bidders (ITB)
- Section III Bid Data Sheet (BDS)
- Section IV Qualifying Requirement
- Section V General Conditions of Contract (GCC)
- Section VI Special Conditions of Contract (SCC)
- Section VII Sample Forms and Procedures (FP)

VOLUME-II: Technical Specification, Scope of Work,

Bill of Materials (Head-wise) [Bill of Materials is only for reference of the Bidders and not for submission of their Prices as the Prices of various Line Items under different Heads are to be submitted by the Bidders on- Line]

VOLUME-III: Bid Forms & Formats to be filled by prospective bidders

5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

5.3 Scope of Work is given in Volume-II of Bidding Documents titled "Technical Specifications". Bidders are expected to thoroughly verify with trial run at their end and notify to the Employer of Arithmetical, Logical, Formatting or any such error, if found in the same for suitable action. Irrespective of corrections made in this regard through amendment(s), if any, rectification of error for evaluation shall be carried out in accordance with stipulated provisions of Bidding Documents.

5.4 VOID

5.5 VOID

6. Clarification of Bidding Documents; and Pre-Bid Meeting

6.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Employer through the provisions made on the portal <https://gem.gov.in> . However, bidder may also seek clarification in writing or by email at the Employer's mailing address indicated in the IFB/BDS. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub-Clause 22.3.1, will be unacceptable, such an issue should be raised as above. The Employer will respond through the portal <https://gem.gov.in> to any request for clarification or modification of the Bidding Documents that it receives no later than seven (07) days (unless otherwise specified in BDS) prior to the original deadline for submission of bids prescribed by the Employer. The Employer shall not be obliged to respond to any request for clarification received later than the above period. Further, the mere request for clarification from the Bidders shall not be a ground for seeking extension in the deadline for submission of bids. Employer's response (including an explanation of the query but not identification of its source) will be uploaded on portal <https://gem.gov.in> where all the bidders can see clarification/reply to query.

6.2 The Bidder is advised to visit and examine the site where the facilities/services are to be installed/supplied and its surroundings and obtain 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.

- 6.3 The Bidder and any of its personnel or agents will be granted permission by the Employer/Owner to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.
- 6.4 The Bidder's designated representative(s) is/are invited to attend a pre-bid meeting, which, if convened, will take place at the venue and time stipulated in the IFB/BDS. The purpose of the meeting will be to clarify any issues regarding the e- procurement method, the Bidding Documents in general and the Technical Specifications in particular. The Bidder is requested, as far as possible, to submit any question in writing, to reach the Employer not later than one week before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted as indicated hereafter. Minutes of the meeting, including the text of the questions raised (without identifying name of the bidders) and the responses given, together with any responses prepared after the meeting, will be transmitted without delay through the e-bidding portal only. Any modification of the Bidding Documents listed in ITB Sub-Clause 5.1, which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of Clarification/Amendment/Addendum pursuant to ITB Clause-6 & 7 respectively and not through the minutes of the pre- bid meeting.

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

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the Bidding Documents.
- 7.2 The amendment will be notified only through the portal <https://gem.gov.in> . The communication/ alert regarding the notification of amendment shall also be sent by the portal directly to all the prospective bidders. The clarifications/amendments/ addendums to the Bidding Documents will be binding on the bidders and the notification of the clarifications/amendments/addendums through portal, sent to the prospective bidders, shall be deemed to be construed that such clarifications/amendments/addendums to the Bidding Documents have been taken into account by the Bidder in its bid.
- 7.3 In order to afford reasonable time to the prospective Bidders to take the amendment into account in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify through portal <https://gem.gov.in> where all prospective bidders may see the extended deadline.

C. Preparation of Bids

8. Language of Bid

- 8.1 The bid prepared by the Bidder and all correspondence and documents exchanged by the Bidder and the Employer related to the bid shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by English translation of its pertinent passages, in which case, for purposes of interpretation of the bid, the English translation shall govern.

9. Documents Comprising the Bid

The Techno-Commercial bid/First packet shall comprise of following documents to be uploaded under on Gem portal and Hardcopy part to be submitted at the address given in BDS-

- (a) **As part of** Techno-Commercial bid/First packet **(scanned copy of Documents to be uploaded)**

- (i) Bid Security (in Original) or documentary evidence in support of exemption of Bid Security, in separate envelope in accordance with clause 13 of ITB, Section-II
- (ii) Integrity Pact (in Original) in accordance with clause 9.3 (d) of ITB, Section-II in separate envelope
- (iii) Power of Attorney as per Clause 9.3 (b)
- (iv) Bid Form duly completed and signed by the Bidder, together with all Attachments & Technical Data Sheets (available in Volume-III) as uploaded on the portal <https://gem.gov.in> and identified in ITB Sub-Clause 9.3 below.
- (v) Document supporting meeting the Qualifying Requirements
- (vi) Bidders shall also submit (i) Affidavit of Self certification regarding Domestic Value Addition in Iron & Steel Products, duly signed and stamped on each page (ii) Affidavit of Self certification regarding Minimum Local Content, if applicable, duly signed and stamped on each page (iii) Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, duly signed and stamped on each page, in line with PPP- MII Order and MoP Order.
- (vii) Declaration by the Bidder regarding events encountered pursuant to ITB Clause 2.1
- (viii) Any other document further specified in the BDS duly signed and stamped on each page.
- (ix) Bidder shall submit signed copy of bid document along with all clarifications/ amendments/ addendums thereof issued in the e- bidding portal.

Bidder shall note that no document is required to be submitted as a part of Financial/Second Packet in Hard Copy.

(b) As part of Financial/Second Packet

- (i) Price Bid to be filled in GeM Portal

9.1 The bid shall be submitted by the Bidder under “Single Stage – Two Packet” procedure of bidding in GeM portal.

9.2 Bidder is required to provide complete and precise information in the bid along with supporting documentary evidences, as applicable. The bidder should attach separate sheet(s) in case space provided is not sufficient. RECPDCL will consider the bid solely on the basis of information/details/data/documentary evidences etc. provided by the bidder in the bid only without seeking further clarifications from the bidder in normal circumstances.

Incomplete, partially complete, not clearly filled bid giving incorrect information is liable to be rejected without any consideration.

Where the answer is a statement of fact it must be accurate and supported by documentary evidence wherever required. It is the bidder’s responsibility to respond with such clarity that will ensure RECPDCL not to mis-interpret the bid.

9.3 Bidder shall submit soft copy of following documents by uploading on the portal <https://gem.gov.in> and submit the Hard copy in the physical form at the address given in BDS :

(a) Attachment 1: Bid Security (if required) **or Online Payment Acknowledgement towards Bid Security** (if required) or documentary evidence in support of exemption of Bid Security (submission of Hard Copy in ‘Original’ for Bid Security and in ‘Copy’ for documentary proof in support of exemption). A bid security or Online Payment Acknowledgement towards Bid Security or documentary evidence in support of exemption of Bid Security, in sealed separate envelope shall be furnished in accordance with ITB Clause 13 & ITB Clause 16. Bidder shall submit the hard copy of the Bid Security in original or a copy of Online Payment Acknowledgement towards Bid Security or copy documentary evidence in support of exemption of Bid Security.

(b) Attachment 2: Power of Attorney (submission of Hardcopy in original and uploading of Scanned Copy)

A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity, in accordance with ITB Clause 14.

Scanned copy of above documents shall be uploaded. (refer para 15.4 below)

- (c) Attachment 3: Bidder's Eligibility and Qualifications (Uploading of Scanned Copies of documentary evidence in support of Bidder's qualification. In the absence of prequalification, documentary evidence establishing that the Bidder is eligible to bid in accordance with ITB Clause 2 and is qualified to perform the contract in accordance with **Qualification Requirement Sec-IV, Vol-I**, if its bid is accepted.

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

The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Employer's satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capabilities necessary to perform the contract, and, in particular, meets the experience and other criteria outlined in the Qualification Requirement for the Bidders in Section IV, Vol-I and shall also include:

The documentary evidence defining i) the constitution or legal status; (ii) The principal place of business; (iii) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms); (iv) In support of meeting the Technical experience, self-certified copy of Contract/ Award Letter and Utility Certificate.

The bidder shall furnish along with its bid a declaration as per the enclosed format from its Power of Attorney holder and Key Managerial Personnel (KMP) of the company i.e. CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/ any other officer entrusted with substantial powers of the management of the affairs of the company/firm, declaring the eligibility/qualification data to be true and correct.

Declaration for anticipated change in legal structure/ ownership, if any.

The complete annual reports together with Audited statement of accounts of the company for last Three years of its own (separate) immediately ending 31st March of previous financial year. The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any.

If the opening of the bids pursuant to ITB Clause 20.1 or the ascertainment of qualification pursuant to ITB Clause 23.1 is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to ITB Sub-clause 21.1, the Bid shall be rejected.

Scanned copy of above documents shall be uploaded (refer para 15.4 below).

However, if the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Employer's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee/Performance Bank Guarantee & Bid Security shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive.

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

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

Bidder shall have the financial and other capabilities necessary to perform the contract;

(d) Attachment 4: Integrity Pact (*submission of Hard Copy in "Original"*)

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

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

(e) Attachment 5:

(i) **Affidavit of Self-certification regarding Minimum Local Content in line with PPP-MII order and MoP Order, if applicable (*submission of Hard Copy in 'Original'*), to be submitted on a non-judicial stamp paper of Rs. 100/-. In line with the PPP-MII order and MoP Order, the bidder shall submit the Affidavit of self-certification, in original, indicating the percentage of Local Content and certifying that the item offered meets the Minimum Local Content and shall give details of the location(s) at which value addition is made, as prescribed in the PPP-MII Order, on a non-judicial stamp paper of Rs. 100/-. Further, false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the PPP-MII Order and MoP Order.**

(ii) **Certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, in line with PPP-MII order and MoP Order, if applicable (*submission of Hard Copy in 'Original'*) to be submitted on the letter head of the auditor/ cost accountant/chartered accountant.**

In line with the PPP-MII order and MoP Order, the bidder shall submit certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content, if applicable, on the letter head of the auditor/chartered accountant.

Further, false declaration regarding Local Content in the aforesaid certificate submitted by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity pact and in line with the provisions of the PPP-MII Order and MoP Order.

(f) Attachment – 6: Affidavit (submission of Hard Copy in 'Original') signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director and attested/ notarized by a Magistrate/ Notary for correctness of all the information/details/data/documentary evidences etc. as

submitted by the bidder are correct.

10. Bid Form and Price Schedules

10.1 The Bidder shall complete / fill the Second Packet (Price) Bid on-line on the portal <https://gem.gov.in>

11. Bid Prices

11.1 Unless otherwise specified in the Technical Specifications, bidders shall quote for the entire goods and related services on a "single responsibility" basis such that the total bid price covers all the Supplier'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) and delivery and installation of the goods. This includes all requirements under the Supplier's responsibilities for testing of the goods, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc. and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

11.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the Bidding Documents.

11.3 Bidders shall quote Prices including GST for complete scope of work etc. as per Technical Specification and the Price Schedule.

11.3.1 The price quoted in respect of all items in the above schedule shall be **including GST** applicable on transaction between the Employer and the Supplier.

11.3.2 The bid price for the items for which quantities have been estimated by the Employer shall be governed based on the unit price quoted by the bidder. In case additional quantities, over and above the quantities indicated in the respective Price Schedules, are required for successful completion of the Scope of Work by Employer, the Bidder shall execute additional quantities of these items for which payment based on the unit prices quoted by the bidder shall be made, unless otherwise specified

11.4 The prices shall be Firm and Fixed.

11.5 Employer shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Supplier.

11.6 It shall be the responsibility of the bidders to pay all statutory taxes, duties and levies (including GST) and interest, if applicable on account of additional revised invoice issued for actual material supplied, to the concerned authorities for such return/supply of such surplus material, which would otherwise have been, lawfully payable. **The bidders shall submit an indemnity bond to keep Employer harmless from any liability, before release of such material to the bidder by Employer.**

11.7 Goods to be supplied, shall be quoted on an EXW (ex-factory, Ex-works, ex- warehouse or off-the-self, as applicable) basis. Local/inland transportation, In- transit Insurance and loading/unloading shall be included in the prices quoted.

The Bidder shall include In-transit insurance charges in its bid prices as per insurance requirement mentioned in Section - V: General Conditions of Contract (GCC) and Appendix-3: Insurance Requirements to Form of Contract Agreement as contained in Section VII: Sample Forms and Procedures (FORMS) of the Bidding Documents.

11.8 The Input Tax Credit (ITC) available, if any, under the GST Law as per the relevant Government policies wherever applicable shall be taken into account by the Bidder while quoting bid price.

12. Bid Currencies

12.1 Prices shall be quoted in Indian Rupees Only.

12.2 Bid Security

The Bidder shall furnish, except as exempted herein below, as part of its bid, a bid security in the amount and currency as stipulated in the BDS/IFB. The bid security must be submitted in the form provided in the Bidding Documents.

Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020, and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.

Further, in line with Ministry of MSME Notification dated 19/01/2022, all the existing enterprises registered under EM-Part-II or UAM, prior to 30th June, 2020

12.3 The bid security shall, at the bidder's option, be in the form of a crossed bank draft/~~pay order~~ /banker certified cheque in favour of Employer as stipulated in BDS/IFB or a bank guarantee from a reputed bank selected by the bidder. The format of the bank guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall be valid for a period of thirty (30) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 14.2.

Bid security shall remain valid for a period of thirty (30) days beyond the original bid validity period i.e., for a period of **Seven (07)** months after the last date of bid submission, and beyond any extension subsequently requested under ITB Sub- Clause 14.2.

The Bid Security shall be in favour of REC Power Development & Consultancy Limited payable at **New Delhi**.

12.4 Any bid not accompanied by an acceptable bid security or Online Payment Acknowledgement towards Bid Security (along with the bid or subsequently pursuant to ITB Clause 21.1), except as exempted at 13.1 above, shall be rejected by the Employer as being nonresponsive, pursuant to ITB Sub-Clause 22.4. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

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

12.6 The successful Bidder shall be required to keep its bid security valid for a sufficient period till the performance security(ies) pursuant to ITB Clause 35 are furnished to the satisfaction of the Employer. The bid security of the successful Bidder will be returned when the Bidder has signed the Contract Agreement, pursuant to ITB Clause 34, and has furnished the required performance security, pursuant to ITB Clause 35.

12.7 The bid security may be forfeited

(a) if the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form;

or

- (b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or
- (c) If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Sub-Clause 27.2; or
- (d) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executant(s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid discussion; or
- (e) in the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) to sign the Contract Agreement, in accordance with ITB Clause 34, or
 - (ii) to furnish the required performance security, in accordance with ITB Clause 35 and/or to keep the bid security valid as per the requirement of ITB Sub-Clause 13.5.

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

13. Period of Validity of Bid

13.1 Bids shall remain valid for the period of six months after the date of opening of Techno – Commercial Part i.e. First Packet, prescribed by the Employer, pursuant to ITB Sub-Clause 20.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

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

14. Format and Signing of Bid

14.1 The bidder shall submit the bid on GeM portal

D. Submission of Hard Copy of Bids

15. Sealing and Marking of Bids

15.1 The Bidder shall upload the soft copy part of the bid as per the provisions of the portal (refer para 15.1 above) and submit the hard copy of Bid Security or documentary evidence in support of exemption of Bid Security (as applicable), Integrity Pact (as applicable), Power of Attorney, declaration regarding local content, Event encountered duly marked First in the physical form at the address mentioned in the BDS/IFB.

Bid Security, Integrity Pact, declaration regarding local content, event encountered as specified in BDS will be uploaded in GeM portal.

Bidding document or tampered/modified locked contents, the bidder may run with risk of rejection of bid.

15.2 The packet shall

- (a) be addressed to the Employer at the address given in the **IFB**, and

(b) bear the contract name & Tender Specification No. indicated in the **IFB**, and the statement “Do Not Open Before [date],” to be completed with the time and date specified in the **IFB**.

15.3 Bid Securities, Integrity Pact, Power of Attorney and all required Affidavits in original shall be submitted in separate superscribed packets (one for Bid Security, one for Integrity Pact, one for Power of Attorney and one for affidavits).

Bidder may upload Soft copy of the any other documents which they consider relevant along with First Packet.

All the packets shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared “late.”

In case, pursuant to Ministry of Finance, GOIs Circular dated 17th July, 2012, the Bank Guarantee is issued using SFMS Platform by the banks located in India, the copy of such Bank Guarantee shall be submitted by the bidder along with the First Packet. The Account details of RECPDCL for the purpose of Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:

Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.
HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262

15.4 If the packet is not sealed and marked as required by ITB Sub- Clause 16.2 above, the Employer will assume no responsibility for the bid’s misplacement or premature opening.

15.5 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 14. Withdrawal of a bid during this interval may result in the Bidder’s bids in future packages being considered non-responsive, pursuant to ITB Sub-Clause 13.6.

17.0 Deadline for Submission of Bids

17.1 Soft copy part of the bid shall be uploaded through the GeM portal at or before the submission time and date as stipulated in the bidding document. Hard copy of Bid Security in accordance with clause 13 of ITB, Section-II in separate packet, Integrity Pact, Power of Attorney, Local content declaration, event encountered must be received by the Employer at the address specified in BDS/IFB no later than the time and date stated in the BDS/IFB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received/uploaded upto the appointed time on the next working day.

17.2 Bid shall be uploaded through the GeM portal at or before the submission time and date as stipulated in the bidding document.

17.3 The Employer may, at its discretion, extend this deadline for submission of bids any time prior to opening of bids, in which case all rights and obligations of Employer and bidders will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 The bidder shall not be permitted to submit the soft copy part of the bid by any mode other than uploading on the portal within the specified deadline for submission of bids. The GeM would not allow any late submission of bids through the portal after due date & time as specified in BDS/IFB. In case Hard copy part of the bid is received by the Employer after the deadline for submission of the same prescribed by the Employer in the BDS/IFB, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as late bid. In such a case, the soft copy part of the first packet bid uploaded on the portal shall be opened in line with the provisions of Bidding Documents. Such bids will be rejected during preliminary examination in case **Online Payment Acknowledgement towards Bid Security is not uploaded in the tendering portal and/or other part of** hard copy not submitted as brought out at ITB 21.1. However, in case of MSEs who are exempted from submission of Bid security in line with ITB 13.1, submission of hard copy part after the deadline for submission of the same prescribed by the Employer in the BDS, shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

E. Bid Opening and Evaluation

20.0 Opening of First Packet by Employer

20.1 The Employer will open the First Packet i.e. Techno – Commercial Part in public, in GeM portal.

21 Clarification of Bids

21.1 During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of documents related to/identified in ITB Sub-Clause 9.3 (a), (b), (c), (d), (e), (f) or the complete annual reports together with Audited statement of accounts pursuant to ITB Sub-Clause 9.3 (c), documentary evidence with regard to registration with designated Authority of GoI under the Public Procurement Policy for MSEs pursuant ITB 5.5 or 13.1, documentary evidence with regard to MSE owned by SC/ST entrepreneurs in line with Public Procurement Policy for MSEs, required to be submitted by the Bidder as per the provisions of the Bidding Documents, the Employer may give the Bidder not more than 7 working days notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

22.0 Preliminary Examination of First Packet

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

In case of non-submission of bid in the portal (soft copy part of the bid) within the stipulated deadline, then even if the bidder has submitted the specific documents in hard copy part in original within the stipulated deadline pursuant to ITB 17, its bid shall be considered as incomplete bid, which shall be summarily rejected. Similarly, in case of non-submission of Hard copy part of the bid, but the bidder has uploaded the soft copy part of the bid, the bid will be considered as incomplete bid. In such a case, the soft copy part of the first packet bid uploaded on the portal shall be opened. Such bids will be rejected during preliminary examination in case **Online Payment Acknowledgement towards Bid Security is not uploaded in the tendering portal and/or other part of** hard copy not submitted as brought out at ITB 21.1. However, in case of MSEs who are exempted from submission of Bid Security in line with ITB 13.1, non-submission of Hard copy part shall not lead to outright rejection of the bid, but the documents required to be submitted in the hard copy part shall be sought through clarifications as brought out at ITB 21.1.

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

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

22.3.1 Bids containing deviations from critical provisions relating to (Terms of Payment), (Performance Security), (Taxes and duties), (Liquidated Damages/ Deduction towards non performance), (Settlement of Disputes), (Arbitration) will be considered as non-responsive.

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

23.0 Qualification

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

23.2 The determination will take into account the Bidder's financial, technical capabilities including production capabilities, in particular the Bidder's contract work in hand, future commitments and current litigation and past performance. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder the bid, as well as such other information as the Employer deems necessary and appropriate. This shall, however, be subject to assessment that may be carried out, if required, by the Employer as per the provisions of Qualifying Requirement. The Employer shall be the sole judge in this regard.

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

23.4 An affirmative determination will be a prerequisite for the Employer to evaluate the Techno-Commercial Part and open the Second Packet of the Bidder. A negative determination will result in rejection of the Bidder's bid.

24.0 Evaluation of Techno - Commercial Part (First Packet)

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. In order to reach such a determination, the Employer will examine the information supplied by the bidders, pursuant to ITB Clause 9, and other requirements in the Bidding Documents, taking into account the following factors:

(a) overall completeness and compliance with the Technical Specifications The bid that does not meet

minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.

- (b) compliance with the time schedule.
- (c) any other relevant technical factors that the Employer deems necessary or prudent to take into consideration.
- (d) any deviations to the commercial and contractual provisions stipulated in the Bidding Documents.
- (e) details furnished by the bidder in response to the requirements specified in Volume-II of the Bidding Documents.
- (f) Any other parameters detailed in BDS

25. Opening of Second Packet by Employer

- 25.1 The Second Packet i.e., Price Part of only those Bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be qualified to satisfactorily perform the Contract, pursuant to ITB Clause 23 and 24. Such Bidders shall be intimated through portal only about the date and time for opening of Price Part i.e., Second Packet of the Bids by the Employer. A negative determination of the bids pursuant to ITB Clause 23 and 24, shall be notified by the Employer to such Bidders through portal only and the Second Packet submitted by them shall be sent to archive unopened and the bid security shall be returned.
- 25.2 The Employer will open Second Packet i.e., Price Part at the specified time and date in the presence of Bid Opening Committee constituted by RECPDCL, at the time, date, and location stipulated in the intimation for opening of Second Packet. Bidders who have submitted their bid and found qualified as mentioned at para 25.1 above may view online tender opening on the portal from their end.
- 25.3 The bidders' names, the Bid Prices, including any alternative Bid Price or any discounts, and any such other details as per Electronic form filled in by the bidder on the portal will become viewable at the time of opening of bids. The prices and details as filled up in Electronic Form/Template by the bidder and opened during the bid opening and recorded in the Bid Opening Statement would not be construed to determine the relative ranking amongst the Bidders, or the successful Bidder, and would not confer any right or claim whatsoever on any Bidder. The successful Bidder (also referred to as the L1 Bidder) shall be determined as per the provisions of this Section – II and considered for award of contract as provided in ITB Clause 31.
- 25.4 Bids not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

Note:

In case Employer decides to conduct e-RA, the initial price offer of the technically qualified bidders shall be opened in the presence of Bid Evaluation Committee only. Bidder's representative shall not be allowed to witness the price bid opening.

26 Conversion to Single Currency

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

27.0 Evaluation of Second Packet (Price Part)

- 27.1 The Employer will examine the Price Parts (Second Packets) to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.

The Price Part containing any deviations and omissions from the contractual and commercial conditions and the Technical Specifications which have not been identified in the First Packet are liable to be

rejected.

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

If there is a discrepancy between the quantity specified by the Employer and the quantity indicated by the bidder in any price schedules, the quantity specified by the Employer shall prevail and shall be corrected accordingly.

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

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

In respect of taxes, duties and other levies indicated by the Bidder in the Bid, which are reimbursable in line with the provisions of the Bidding Documents, the applicable rate and amount thereof shall be ascertained by the Employer based on which, if required, necessary rectification and arithmetical correction shall be carried out by the Employer. If the bidder has left the cells for confirmation of HSN/SAC code and/or corresponding rate of GST "blank", the HSN/SAC code and/or corresponding rate indicated by the Employer shall be deemed to be the one confirmed by the Bidder. The GST rate and amount so ascertained by the Employer for the said HSN/SAC code shall prevail.

The rate of GST for the purpose of evaluation shall be the rate of GST as confirmed/deemed confirmed by the bidder for each item in the bid/schedules.

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the bidder in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Contractor shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the bidder for that item.

The subtotal, total price or the total bid price to be identified in Bid Form for this purpose, irrespective of the discrepancy between the amount for the same indicated in words or figures shall be rectified in line with the procedure explained above.

If the Bidder does not accept the correction of errors as per this clause, its bid will be rejected and the amount of Bid Security forfeited.

27.3 The comparison shall be on the total price in quoted for complete scope of work.

The comparison shall also include the applicable taxes, duties and other levies, which are reimbursable

in line with the provisions of the Bidding Documents.

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

27.4 The Employer's evaluation of a bid will take into account, in addition to the bid prices (Second Packet), the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub-Clause 27.5 and in the Technical Specifications:

- (a) the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in the evaluation of First Packet, and other deviations and omissions not so identified;
- (b) the extra cost of work, services, facilities, etc., required to be provided by the Employer or third parties;
- (c) any other relevant factors listed in **Bidding Document**.

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

- (a) Contractual and commercial deviations

The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Documents. If such a price is not given except for material deviation, the Employer will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

In those cases, where the bidder has taken a material deviation but has not indicated the cost of withdrawal, the bid shall be treated as non-responsive and shall not be considered further.

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. Purchase/ Domestic Preference

28.1 Purchase Preference as admissible under the policy of Government of India in vogue will be allowed to Central Public Sector Enterprises in evaluation and comparison of bids. Purchase preference to MSE shall be as per the provisions available in GeM

29. e-Reverse Auction (e-RA): Employer reserve the right to conduct the electronic Reverse Auction (e-RA) as per the requirement and e-RA shall be conducted as per the provision of GeM tendering portal

30. Confidentiality and Contacting the Employer

30.1 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.

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

F. Award of Contract

31. Award Criteria

31.1 Subject to ITB Clause 32, the Employer will award the contract to the successful Bidder (also referred to as the L1 Bidder) as determined by GeM, whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified, as per the Qualification Requirement specified Section-IV of Vol-I to perform the contract satisfactorily.

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

At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw the deviations listed the Techno-commercial part of bid at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.

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

31.3 The Employer reserves the right to vary the quantity of any of the spares and/or delete any items of spares altogether at the time of Award of Contract and/or during currency of the contract.

31.3.1 The award shall be made as follows:

- (i) For Supply of Goods & Services: For Ex-Works supply of all Goods and for providing all services i.e. inland transportation for delivery at site, In-transit Insurance and loading/unloading, storage, handling at site, installation, Testing and Commissioning and Supervision Charges, if applicable and any other services specified in the Contract Documents.
- (ii) The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer.
- (iii) The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.

32. Employer's Right to Accept any Bid and to Reject any or all Bids

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

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing, that its bid has been accepted. The notification of award will constitute the formation of the contract.

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

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Employer will promptly discharge the bid securities.

34. Signing the Contract Agreement

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

34.2 The Contract Agreement shall be prepared within twenty-eight (28) days of the Notification of Award and the successful Bidder and the Employer shall sign and date the Contract Agreement immediately thereafter.

35. Performance Security

35.1 Within Ten (10) days after receipt of the Notification of Award, the successful Bidder shall furnish the performance security for 10% (Ten percent) of the contract price.

35.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 35 or Clause 34 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.

36. Fraud and Corruption

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

(a) defines, for the purpose of this provision, the terms set forth below as follows:

(i) "Corrupt Practice" means offering, giving, receiving, or soliciting anything of value to influence the action of Employer, official(s) in the procurement process.

(ii) "Fraudulent Practice" means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Employer, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non- competitive levels and to deprive Employer of the benefits of competitive prices.

(iii) "collusive practice" shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Employer.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

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

----- *End of Section-II (ITB)* -----

SECTION – III

BID DATA SHEETS (BDS)

BID DATA SHEETS (BDS)

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

Sl. No.	ITB Clause Ref. No.	Bid Data Details
1.	ITB 1.1	<p>The Owner is:</p> <p>“Ladakh Power Development Department” Choglamsar, Leh, Ladakh.</p>
2.	ITB 1.1	<p>The Employer/Purchaser is:</p> <p>“REC Power Development & Consultancy Co. Ltd. (RECPDCL)”, D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana- 122 001</p> <p>Kind Attn.: Shri Vijay Sridhar Kulkarni</p> <p>Sr. GM & HoD (T&D) Transmission Division RECPDCL Gurugram Mobile: 0124 – 4441300</p> <p>Email Address: vijay.kulkarni@recpdcl.in vivek.verma@recpdcl.in ladakh.transmission@recpdcl.in</p>
3.	ITB 6.1	<p>Address of the Employer/Purchaser:</p> <p>REC Power Development & Consultancy Co. Ltd. (RECPDCL), D-Block, REC World Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana- 122 001</p> <p>Kind Attn.: Shri Vijay Sridhar Kulkarni</p> <p>Sr. GM & HoD (T&D) Transmission Division RECPDCL Gurugram Mobile: 0124 – 4441300</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details
		Email Address: vijay.kulkarni@recpdcl.in vivek.verma@recpdcl.in , ladakh.transmission@recpdcl.in
4.	General	Joint Venture is not allowed under the subject package. <i>Accordingly, the reference of Joint Venture appearing in the ITB stands deleted</i>
5.	ITB 6.4	17.04.2026 at 12:00 Hrs .(pre-Bid meeting)
6.	ITB 9.3(d)	Integrity pact is applicable
7.	ITB 13.1 Already in the said clause	<p>Replace Sub Clause ITB 13.1 with the following: Micro and Small Enterprises (MSEs) registered Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of Bid Security as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020, and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises. This shall be subject to submission of 'Udyam Registration certificate' with regard to registration with authorities mentioned above in accordance with the relevant notifications/orders.</p> <p>Further, in line with Ministry of MSME Notification dated 19/01/2022, all the existing enterprises registered under EM-Part-II or UAM, prior to 30th June, 2020</p>
8.	ITB 13.1	<p>Supplementing ITB 13.1 with the following: Amount of Bid Security: INR 2,50,000/-</p>
9.	ITB 13.2	<p>Supplementing ITB clause 13.2 with the following:</p> <p>Alternatively, if bid security is to be submitted in favor of RECPDCL, the same can be submitted as online payment through NEFT/RTGS/crossed bank draft/ banker certified cheque in favour of Employer as stipulated in BDS/IFB or a bank guarantee from a reputed bank selected by the bidder.</p> <p>The Account details of RECPDCL for the purpose of online payment/Bank Guarantee (towards Bid Security) to be issued</p>

Sl. No.	ITB Clause Ref. No.	Bid Data Details								
		using SFMS Platform are as given below:								
		<table border="1"> <thead> <tr> <th data-bbox="558 310 995 401">Name of the Bank and Address</th> <th data-bbox="995 310 1219 401">IFSC Code</th> <th data-bbox="1219 310 1482 401">RECPDCL Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="558 401 995 615">HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg</td> <td data-bbox="995 401 1219 615">HDFC0000003</td> <td data-bbox="1219 401 1482 615">00030350008262</td> </tr> </tbody> </table>	Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.	HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262		
Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.								
HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262								
		<p>The copy of 'Online Payment Acknowledgement – Suppliers' generated subsequent to the payment shall be submitted along with hard copy part of the bid. The online payment facility shall be for payment in Indian Rupees only.</p> <p>Bid Security shall be valid upto 07 months from schedule date of bid opening, or any other date as subsequently requested under ITB Sub-Clause 14.2.</p> <p>The Bid Security shall be in favour of REC Power Development & Consultancy Limited payable at New Delhi.</p>								
10.	ITB 27.4 (b)	<p>Replace the existing provisions with the following:</p> <p>the performance of the Goods offered;</p> <p>Bidder shall conform to the guaranteed performance or efficiency of the Goods in response to the Technical Specifications. Goods offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Goods with a performance less than the specified may be rejected.</p>								
11.	ITB 27.5 (b)	<p>For the purpose of evaluation, no adjustment to the bid price towards performance guarantees of the goods is applicable. However, the provision of Technical Specification, Volume-II of the Bidding Documents and Clause ITB 27.4 (b) shall prevail.</p>								
12.	ITB 29 Already in the said clause	<p>Replacing ITB clause 29</p> <p>e-RA is applicable as per the GeM provision.</p>								

-----End of Section-III (BDS) --

SECTION-IV, VOL-I
QUALIFICATION REQUIREMENT

Qualification Requirement of the Bidder

Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15

Qualification of 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 Bid Schedules.

The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the package within stipulated completion period. This assessment may inter-alia include (i) document verification; (ii) bidder's work/manufacturing facility visit (iii) manufacturing capacity, details of works executed, 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 feedback etc.

1.1. TECHNICAL EXPERIENCE:

S.No.	Eligibility Criteria	Documents Required
1	<p>The Bidder must have experience of having successfully completed similar works * (which should have completed one (1) year of successful performance#) during last 7 years ending last day of month previous to the one in which / bids are invited should be either of the following:</p> <p style="padding-left: 40px;">I. Three similar completed works costing not less than the amount equal to 0.74 Cr.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">II. Two similar completed works costing not less than the amount equal to 0.925 Cr.</p> <p style="text-align: center;">OR</p> <p style="padding-left: 40px;">III. One similar completed work costing not less than the amount equal to 1.48 Cr.</p> <p>Note: * "similar work" means supply, installation, testing and commissioning of LED/Non-LED type Bird Diverters in 220 kV and above EHV Transmission Lines, as a single work. # Successful performance means issuance of Performance certificate by the Employer certifying the successful operation without any adverse remarks.</p>	<p>Attach valid copy of purchase/work order/contract (with names, address and contact details of client) along with completion certificate/ contract closure letter from the client and/or invoices with proof of payment etc. (Details are required to be provided in ANNEXURE-A as well)</p>

S.No.	Eligibility Criteria	Documents Required
	In case bidder is a holding company, the technical experience referred to in clause 1.1 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 1.0 above shall be of that subsidiary company only (i.e. excluding its holding company).	
2	"Integrity Pact". The Bidder shall submit the Integrity Pact on a non-judicial stamp paper of Rs. 100/-.	As per format attached in Tender document.
3	A power of attorney, duly notarized, indicating that the person(s) signing the bid has(ve) the authority to sign the bid and thus that the bid is binding upon the Bidder during full period of its validity.	As per format attached in Tender document.
4	Affidavit of Self-certification regarding Minimum Local Content in line with PPP MII order and MoP Order, if applicable (submission of Hard Copy in 'Original'), to be submitted on a non-judicial stamp paper of Rs. 100/-.	As per format attached in Tender document.
5	Affidavit regarding correctness of the information/details/data/ documentary evidences etc. as submitted by the bidder are correct	As per format attached in Tender document.
6	Events Encountered: Declaration of past performance/defaults as per the provided format.	As per format attached in Tender document.
7	Bidders to submit Earnest Money Deposit (EMD) of Rs. 2,50,000/- in form of Demand Draft/Banker's cheque/Bank Guarantee etc. as per prevalent Govt. Guidelines in favor of RECPDC Limited payable at Delhi/NCR.	Bidder must upload scanned copy of EMD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date.
8	The bidder should not have been blacklisted or debarred by any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/Private company or Regulatory Authority of India at the time of submission of this bid.	Attach self-declaration by Authorized Signatory on its letter-head duly signed, sealed/ stamped) (Details are required to be provided as ANNEXURE-C)

S.No.	Eligibility Criteria	Documents Required
9	The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.	(Attach self-declaration by the bidder on its letter-head duly signed, sealed/ stamped). (Details are required to be provided as ANNEXURE-C)
10	Bidder should submit undertaking related to Environmental Social and Governance (ESG) Policy.	An undertaking to this effect should be submitted by the bidder on its letter head. (Details are required to be provided as ANNEXURE-D)
11	Bidder should submit signed and stamped copy of Bid Document including all amendments and clarifications etc.	Signed and stamped copy of Bid Document along with undertaking as provided in ANNEXURE-E .

1.2 FINANCIAL POSITION:

For the purpose of this particular bid, bidders shall meet the following minimum criteria:

S NO.	Eligibility Criteria	Documents Required
1	The Bidder's average annual financial turnover during last three financial years ending 31 st March of previous financial year shall not be less than INR 1.295 Crores. <i>In case bidder is a holding company, the Financial Position criteria referred to in clause 1.2 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 1.2 above shall be that of subsidiary company only (i.e. excluding its holding company).</i>	Attach valid copy of audited financial statements i.e. audited copies of balance sheets, profit and loss accounts/ chartered accountant certificate etc. (Details are required to be provided in ANNEXURE-B as well)

1.3. VOID

1.4 The bidder shall also furnish following documents/details with its Bid:

- i) The complete annual reports together with Audited statement of accounts of the company for last three years ending 31st March of previous financial year.

Note: In the event the bidder is not able to furnish the information of its own (i.e. separate / standalone), the bidder should submit the audited balance sheets, income statements, other information pertaining to it only (i.e. separate/standalone basis and exclusive of its Subsidiaries/Group/ Holding/ Parent Company) duly certified by any one of the authority (i) Statutory Auditor of the bidder (ii) Company Secretary of the bidder or (iii) A certified Public Accountant] certifying that such information/documents are

based on the audited accounts as the case may be .

- ii) Relaxation for MSEs/ Start Ups -For Startups/MSE (Micro and Small Enterprises):
 - 1. Relaxation for Start ups : Start ups ^ meeting the 80% of the requirement specified at para 1.2 above in financial position shall be considered qualified.
^Start up as defined by DPIIT, applicable as on the originally scheduled last date of bid submission.
 - 2. Relaxation for MSEs : For MSE bidders, the requirement of MAAT is waived off.
- iii) The bid can be submitted by an individual firm only and JVs are not allowed for this package.

1.5 The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above.

COMPLETION SCHEDULE: 07 months from date of award (Supply to be completed within 2 months from date of award)

Note:

1. The bidders are not allowed to participate in the bidding with another associate(s) /Joint Venture (JV)s /Consortium partner.
2. Bidder has to provide self-certifications as per format given at all the Annexures, confirming that all the terms & conditions including scope of work, technical specifications etc., as mentioned in this tender document, are accepted and will be complied with and adhered to, attaching therewith copies of the supporting documents / proofs sought by RECPDCL.
3. The Terms & Conditions as mentioned in the detailed Scope of Work and Pre-Qualification Criteria will prevail over GeM conditions wherever any clause is in contradiction with the GeM bid conditions.
4. Bidders to provide necessary supporting documents for each of the Pre-Qualification (PQ)/ Eligibility criteria as in the bid along with filled in details in annexures enclosed with relevant page nos. for each of criterion in clear, readable, searchable .pdf format.
5. Bidder have properly indexed each page and should specify relevant page numbers where relevant supporting documents i.e. work orders; completion certificate, other references are attached.
6. All the Terms and Conditions of the Tender shall remain same and be ipso-facto applicable.

Bid Evaluation Methodology:

- a) For qualifying Technical Evaluation, a bidder has to meet minimum specified eligible criteria in all the categories.
- b) The Technical bid prepared by the bidder shall comprise of all documentary evidences.
- c) Technical bid of only those bidders will be evaluated whose Eligibility Criteria Documents are found in order.
- d) Detailed technical evaluation will be carried out based on the Technical Bid along with all documentary evidence as mentioned above.
- e) During evaluation of the bids, RECPDCL may at its discretion ask the Bidders for clarification of their bids, if required.
- f) Documentary evidence needs to be submitted duly self-attested by the bidder for each of the Eligibility criteria and self-declaration needs to be signed by managing partner or any partner authorized for that purpose by managing partner (evidence to be provided).
- g) The Terms & Conditions as mentioned in the detailed Scope of Work and Pre-Qualification Criteria will prevail over GeM conditions wherever any clause is in contradiction with the GeM bid conditions.
- h) Price-bids of only those bidders shall be opened who are determined as having submitted substantially responsive bids and are ascertained to be technically qualified to satisfactorily perform the Contract.

Annexure-A

Experience of execution as main contract in preparing of Supply and Installation of Bird Diverters for 220kV Transmission Line to any Central/State Govt. Organization/PSU/ Public Listed /Private Company during the last three (3) years (ending last of month previous to the one in which/bids are invited).

S. No.	Name of the Organization/ Department/Company	Whether Central Govt. Organization/ PSU / Public Listed /Private Company	Period of contract		Work order & date	Completion Certificate No. and date
			From	To		

Note: -

(Please attach work Order/ Client Letter/ Job Completion Certificate for each of the projects mentioned above duly attested and stamped.)

(Signature of Authorized Signatory)
(With Official Seal)

Date :-

Place :-

Annexure- B

Bidder's average annual financial turnover from business of Supply and Installation of Bird Diverters for 220kV Transmission Line during the last three (3) financial years ending 31st March of previous financial year.

1. Name of the Agency:
2. Address of Agency:
3. Financial Turnover

S.No.	Financial Year	Annual Turnover {In Rs. (Crore)}	Average Annual Turnover {In Rs. (Crore)}
i			
ii			
iii			
Total Turnover			

(Please enclose copy of audited results /balance sheet in original duly attested and stamped as proof)

It is certified that the information furnished above is true and correct.

(Signature of Chartered Accountant)
(With Official Seal)

Date :-
Place :-

(Signature of Authorized Signatory)(With
Official Seal)

Date :-
Place :-

Format of Self-declaration, with regard to blacklisting, liquidation & court receivership

(To be furnished on letter Head of the Company/Agency with seal)

To,
REC Power Development and Consultancy Limited
D- Block, REC Corporate Headquarter,
Plot No. I-4, Sector-29, Gurugram (Haryana)-122001

We hereby confirm and declare that (Company/Agency Name) is not blacklisted/debarred by any any Central/ State Government/ agency of Central/ State Government/ Public Sector Undertaking/Private company or Regulatory Authority of India within the last three years respectively for which we have executed/ undertaken the works/ services at the time of submission of bid.

There are no orders, decrees, and judgements from any domestic or foreign court, tribunal, or Government Authority against (Company/Agency Name) in relation to any litigation, arbitration, action, suit, investigation, claim, complaint, or other proceedings.

We hereby further confirm and declare that (Company/Agency Name) is not under liquidation, court receivership or similar proceedings, and not bankrupt.

For

Authorized Signatory
(With Official Seal and Stamp)

Name:

Date:

Undertaking related to ESG
(On letter Head of the Company/Agency)

1. Name of the Agency:
2. Address of Agency:

We herewith declare that -

1. We adhere to fair labour practices, ensuring a safe working environment, fair wages, and compliance with applicable labour laws.
2. We uphold ethical business conduct, including anti-corruption measures.
3. We provide products that are environmentally sustainable, have consciously minimized carbon footprints in the production or sourcing process and invariably incorporate a minimum percentage of recycled materials wherever applicable.
4. We encourage diversity and inclusion within its organization and supply chains and complies with health and safety regulations, ensuring the well-being of their employees

It is certified that the information furnished above is true and correct.

(Signature of Authorized Signatory)
(With Official Seal)

Date :-

Place :-

Undertaking on compliance
of tender requirements along with terms & conditions
(On letter Head of the Company/Agency)

I/We hereby undertake that I/ we have examined/ perused, studied and understood the tender bearing no. _____ dated _____ and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing RECPDCL requirements at the time of signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the requisite services as and when required and/or asked for by RECPDCL, as per the resolution and/or requirements, as decided by RECPDCL at their discretion.

I/We hereby undertake that I/We understand that the RECPDCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for RECPDCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the RECPDCL. In case of a failure to comply and/or a variation the RECPDCL has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall not have any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of TENDER specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should not be claimed by me/us while award and/or subsequent

execution of work. The decision of RECPDCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of RECPDCL and shall provide the same goods & services as proposed and subsequently approved by RECPDCL during contract/ performance period. In case of a default RECPDCL can levy liquidated damages on myself/ ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been blacklisted, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, RECPDCL has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized

Name of the Signatory:

Date:

Place:

Company Name:

Company Seal:

SECTION – V

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT (GCC)

Preamble

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

A. Definitions and Interpretation

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Arbitrator” means the person or persons appointed by agreement between the Purchaser and the Supplier to make a decision on or to settle any dispute or difference between the Purchaser and the Supplier referred to him or her by the parties pursuant to GCC Sub-Clause 36.1 (Arbitration) hereof.
 - (b) “Collaborator” or “Parent Company” means the firms/corporations who has provided technological support to the manufacturer for establishing production line for the specific equipment.
 - (c) “Commissioning” means operation of the Goods by the Purchaser, as specified in the Technical Specifications on completion of all works as well as successful completion of Pre- commissioning of the Facilities where the Goods have been installed.
 - (d) “Completion” means the delivery of Goods and fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract and Commissioning of the aforesaid Goods by the Purchaser through a Contractor.
 - (e) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier together with the Contract Documents referred to therein.
 - (f) “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).
 - (g) “Contract Price” means the sum specified in Clause 2.1 of Article 2 (Contract Price) of the Contract Agreement, subject to such additions and deductions therefrom, 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.
 - (h) “Contractor” means the firms appointed by the Purchaser for actual installation of the Goods to be supplied under the Contract.
 - (i) “Day” means calendar day of the Gregorian Calendar.
 - (j) “Defect Liability Period” means the period of validity of the warranties given by the Supplier during which the Supplier is responsible for defects with respect to the Goods as provided in GCC Clause 22 (Defect Liability) hereof.
 - (k) “Delivery Schedule” means the time within which the delivery of Goods at final destination site is to be attained by the Supplier in accordance with the specifications, as a whole (or of a part of the Facilities where a separate Delivery Schedule of such part has been prescribed in the SCC).

- (l) "Effective Date" means the date of Notification of Award from which the Delivery Schedule shall be determined.
- (m) 'Engineer-in-Charge' means the Sr. GM & HoD (T&D) of RECPDCL.
a) 'Engineer-in-Charge's Representative' means the project engineers of the project as employed by the Employer. The Site in-charge will assist the Engineer-in-charge's representatives to perform the duties set forth in Clause-2 hereof, whose authority shall be notified in writing to the Contractor by the Engineer-in-Charge.
b) The responsibilities assigned herewith as above in iii (a) to various officers does not absolve them from taking the approval from the competent authority under various state laws/rules/regulations and book of financial powers.
- (n) "Facilities" means the permanent plant to be established by the Purchaser/Contractor wherein the Goods to be supplied under the Contract are to be incorporated.
- (o) "GCC" means the General Conditions of Contract hereof.
- (p) "Goods" means all the commodities, raw material, machinery and equipment and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (q) "Licensee" means the party to whom the Licensor transfers (in whole or in part) the property rights including the entire know-how and know-why (as per terms and conditions mutually agreed to) to use that technology or produce product or system based on this technology for commercial purposes.

"Licensee" has the rights to adopt and develop the technology and to spin off product for which he is having the ownership rights.
- (r) "Licensor" means the party who holds the licenses for a particular technology/product and also, he is the owner of the property rights for the lifetime and location.
- (s) "Month" means calendar month of the Gregorian Calendar.
- (t) "Notification of Award" means the official notice issued by the Purchaser notifying the Supplier that his bid has been accepted.
- (u) "Owner" means the firm/corporation/government entity, named in the SCC, who has decided to set up the Facilities and shall include the legal successors or permitted assigns of the Owner. In this contract 'Owner' means the State Government of concerned state where the works are to be executed i.e. LPDD.
- (v) "Project Manager" means the person appointed by the Purchaser in the manner provided in GCC Sub-Clause 13.1 hereof to perform the duties delegated by the Purchaser.
- (w) "Project Site" means such land and other places as may be specified in the Contract

as forming part of the Site, upon which the Goods are to be supplied.

- (x) "Purchaser" means the firm/corporation/ government entity, named in the SCC, who is purchasing the Goods and Related Services. The Purchaser may be Owner himself or an agency appointed by the Owner and shall include the legal successors or permitted assigns of the Purchaser. In this contract 'RECPDCL'/'Implementing Agency'/'Employer' is the 'Purchaser' i.e. REC Power Development and Consultancy Ltd. and the legal successor in title to the RECPDCL, who will employ the contractor/supplier.
- (y) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training, supervision of installation and initial maintenance and other such obligation of the Supplier under the Contract.
- (z) "SCC" means the Special Conditions of Contract.
- (aa) "Subcontractor"/" vendor"/"sub-vendor" means firms/ corporations/ government entities to whom of any part of the Goods to be supplied or execution of any part of the Related Services is sub-contracted directly or indirectly by the Supplier with the consent of the Purchaser in writing, and includes its legal successors or permitted assigns.
- (aa) "Supplier" means the firms whose bid to perform the Contract has been accepted by the Purchaser and is named in the Contract Agreement and includes the legal successors or permitted assigns of the Supplier.
- (bb) "Supplier's Representative" means any person nominated by the Supplier and approved by the Purchaser in the manner provided in GCC Sub-Clause 13.2 (Supplier's Representative) hereof to perform the duties delegated by the Supplier.
- (cc) "Taking Over" means the Purchaser's written acceptance of the Goods and Related Services under the Contract, after Supplier's performance obligation, in accordance with the Contract, as provided in GCC Sub-Clause 20.4.

2. Interpretation

2.1 Contract

2.1.1 The Contracts to be entered into with the successful Bidder shall be as under:

- (i) For Supply of Goods and Services Contract: For Ex-Works supply of all Goods and Type Test to be conducted (whether in India or abroad) and for providing all services i.e. inland transportation for delivery at site, In-transit insurance and loading/unloading, storage, handling at site, installation, Testing and Commissioning and Supervision Charges, if applicable and any other services specified in the Contract Documents.

2.1.2 The Contract will be signed in two originals and the Supplier shall be provided with one signed original and the rest will be retained by the Purchaser.

2.1.3 The Supplier shall provide free of cost to the Purchaser all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part

of the Contract immediately after Notification of Award

2.2 Contract Documents

All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory, subject to Article 1.2 (Order of Precedence) of the Contract Agreement. The Contract shall be read as a whole.

2.3 Language

The ruling language of the Contract and the language for communications shall be English.

2.4 Singular and Plural

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

2.5 Headings

The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.

2.6 Entire Agreement

Subject to GCC Sub-Clause 12.4 hereof, the Contract constitutes the entire agreement between the Purchaser and Supplier with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.7 Amendment

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

2.8 Independent Contractor

The Supplier 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 Supplier shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Supplier in connection with the performance of the Contract shall be under the complete control of the Supplier and shall not be deemed to be employees of the Purchaser, and nothing contained in the Contract or in any subcontract awarded by the Supplier shall be construed to create any contractual relationship between

any such employees, representatives or Subcontractors and the Purchaser.

2.9 Joint Venture

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

2.10 Non-Waiver

2.10.1 Subject to GCC Sub-Clause 2.10.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

2.11 Severability

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

2.12 Country of Origin

"Origin" means the place where the goods have been mined, grown, produced, manufactured or processed; or through manufacturing, processing or substantial assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

2.13 Notices

2.13.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, emails to the address of the relevant party set out in the Contract Agreement, with the following provisions:

(a) Any notice sent shall be confirmed within two (2) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.

(b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier.

Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.

- (c) Any notice delivered personally or sent by email shall be deemed to have been delivered on date of its dispatch.
- (d) Either party may change its postal, email or addressee for receipt of such notices by ten (10) days" notice to the other party in writing.

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

2.14 Governing Law & its Jurisdiction

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

B. Subject Matter of Contract

3. Scope of Supply and Services

3.1 Unless otherwise expressly limited in the Technical Specifications, the Supplier's obligation shall include the provision of all Goods and the performance of all Related Services required for the design, the manufacture (including procurement, quality assurance and delivery) of the Goods and the installation, commissioning and performance testing of the Goods in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Sub-Clause 3.3 below) and accessories; Supplier's Equipment; temporary materials, structures and facilities; transportation (including without limitation, unloading and hauling to, from and at the Site); and storage.

3.2 The Supplier 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 Goods and Related Services as if such work and/or items and materials were expressly mentioned in the Contract.

3.3 The supply of Mandatory Spare Parts, if any, shall be included in the Contract. The Supplier shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the Goods. If so desired by the Purchaser, the Supplier shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Purchaser/owner with validity period of 6 months within 30 days of receipt of request from Purchaser/owner for its consideration and placement of order.

3.4 The Supplier shall guarantee that in the event of termination of production of spare parts

by the Supplier or his Sub-Contractor:

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

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

4. Delivery Schedule

4.1 The Supplier shall commence the delivery of Goods & Services to final destination site and shall attain completion of the delivery of Goods & Services to final destination site in accordance with the time schedule specified in the corresponding Appendix – 4 (Delivery Schedule) to the Contract Agreement or within such extended time to which the Supplier shall be entitled under GCC Clause 32 hereof.

5. Supplier's Responsibilities

5.1 The Supplier shall design, manufacture (including associated purchases and/or subcontracting) and supply the Goods with due care and diligence in accordance with the Contract.

5.2 The Supplier confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Goods provided by the Purchaser, and on the basis of information that the Supplier could have obtained from a visual inspection of the Site (if access thereto was available) and of other data readily available to it relating to the Goods as of the date twenty-eight (28) days prior to bid submission. The Supplier acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

5.3 The Supplier shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Supplier's and Subcontractor's personnel and entry permits for all imported Supplier's Equipment. The Supplier shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser under GCC Sub-Clause 6.1 hereof and that are necessary for the performance of the Contract.

5.4 The Supplier shall comply with all laws in force in India. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Supplier. The Supplier shall indemnify and hold harmless the Purchaser 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 Supplier or its personnel,

including the Subcontractors and their personnel.

5.5 All the Goods and Related Services to be supplied under the Contract shall have their origin as specified under GCC Sub-Clause 2.12 (Country of Origin).

5.6 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Supplier.

6. Purchaser's Responsibilities

6.1 The Purchaser shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which such authorities or undertakings require the Purchaser to obtain them in the Purchaser's name, are necessary for the execution of the Contract (they include those required for the performance by both the Supplier and the Purchaser of their respective obligations under the Contract).

6.2 If requested by the Supplier, the Purchaser shall use its best endeavors to assist the Supplier in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Supplier or Subcontractors or the personnel of the Supplier or Subcontractors, as the case may be, to obtain.

6.3 All costs and expenses involved in the performance of the obligations under this GCC Clause 6 shall be the responsibility of the Purchaser.

C. Payment

7. Contract Price

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

~~7.2 The contract price shall remain firm and fixed. The Contract Price shall be subject to adjustment in accordance with the provisions of Appendix 2 (Price Adjustment) to the Contract Agreement. The Contract Price shall be increased or reduced on account of variation in quantity in accordance with Clause 31 of GCC.~~

7.3 Subject to GCC Sub-Clause 5.2 hereof, the Supplier shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

8. Terms of Payment

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

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

9. Securities

9.1 Issuance of Securities

The Supplier shall provide the securities specified below in favor of the Purchaser at the times, and in the amount, manner and form specified below.

9.2 Advance Payment Security (Advance Not Applicable)

~~9.2.1 The Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to 110% (one hundred ten percent) of the amount of Advance for Supply of Goods.~~

~~The above shall be calculated in accordance with the corresponding Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency(ies) with initial validity of up to ninety (90) days beyond the completion of delivery of the Goods at the final destination sites under the Contract. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual date of completion of delivery of the Goods, as may be required under the Contract.~~

~~9.2.2 The security shall be in the Form of unconditional Bank Guarantee attached hereto in Section VII Sample Forms and Procedures. The security shall be discharged after completion of delivery of the Goods under the contract and issuance of the Material Acceptance Certificate by the Purchaser's representative corresponding to which advance has been drawn.~~

~~Procedure for effective reduction in the Advance Payment Security~~

~~The Advance Payment Security shall be allowed to be reduced every six (06) months after First Running Account Bill/Stage payment under the Contract if the validity of the Bank Guarantee is more than one year. The cumulative amount of reduction at any point of time shall not exceed seventy five percent (75%) of the advance corresponding to cumulative value of the supplies completed as per a certificate to be issued by the Project Manager. It should be clearly understood that reduction in the value of advance Bank Guarantee shall not in any way dilute the Supplier's responsibility and liabilities under the Contract including in respect of the supplies for which reduction in the value of security is allowed.~~

9.3 Performance Security

9.3.1 The Supplier shall, within ten (10) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.

Apart from the Supplier's performance security, the Supplier shall be required to arrange

additional performance securities, as specified in SCC, within ten (10) days of the notification of award in favour of the Purchaser in the form acceptable to the Purchaser.

9.3.1.1 Notwithstanding above, in case of the performance security (ies) for which the validity as per GCC Clause 9.3.1 is required to be more than 5 years, the Supplier may choose to submit the performance security with initial validity of 5 years. In such cases, the Supplier shall, however be required to extend the validity till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract at any time, but no later than 6 months, prior to expiry of the performance security failing which the said performance security shall be forfeited by the Purchaser.

9.3.1.2 If the Supplier delays submission of the performance security(ies) vis-à-vis the period specified in Clause GCC 9.3.1, then without prejudice to any other rights or remedies available with the Purchaser, following shall also be applicable:

- a) The Defect Liability Period pursuant to Clause GCC 22 for the Facilities or any relevant part thereof covered under the said performance security shall stand extended and the Supplier shall accordingly extend the validity of the Contract Performance Security to be furnished as per Clause GCC 9.3.1 by the period of delay as per Clause GCC 9.3.1.2 (c), over and above the period required as per the Contract.
- b) Alternatively, if the Supplier fails to extend the validity of the performance security pursuant to Clause GCC 9.3.1.1, an amount @preailing SBI Card Rate applicable for Inland Bank Guarantee +2% per annum on the performance security amount corresponding to the Facilities or any relevant part thereof covered under the said performance security, for the period of delay as per Clause GCC 9.3.1.2 (c) shall be paid by the Supplier to the Purchaser. The Purchaser may, without prejudice to any other method of recovery, deduct the amount worked out as above from any monies due or to become due to the Supplier under the Contract.
- c) The period of delay for the above purpose shall be the time elapsed between the due date for submission of performance security as per the Contract and the date of performance security.
- d) In case the Supplier fails to submit the performance security within 30 days of the Notification of Award, the Purchaser, without prejudice to any other rights or remedies it may possess under the Contract, may forfeit the bid security and/or may terminate the Contract forthwith pursuant to GCC Clause 33.

9.3.1.3 The above extension of Defect Liability Period or deduction shall not relieve the Supplier from any of his obligations and liabilities under the Contract.

9.3.1.4 The Purchaser shall be sole judge in above regard.

9.3.1.5 Apart from the performance security(ies) to be furnished as per Clause GCC 9.3.1 above, additional performance securities, as specified in the Bidding Documents, shall be arranged and furnished by the Supplier at any time after the Notification of Award. The submission of these performance securities to the Purchaser shall, however, be one of the conditions precedents for release of payment (other than Initial/Mobilisation

advance) due against such equipment/ works for which the said performance security is required to be submitted.

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

9.3.3 Reduction in the security pro rata to the Contract Price of any part of the Goods and Related Services is not admissible.

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

9.4 Issuing Banks

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

(a) by a Public Sector Bank located in India, or

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

~~(c) by a foreign bank or a subsidiary of a foreign bank, acceptable to the Purchaser, with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency. Further, the Bank Guarantee should be confirmed by either (i) its corresponding bank located in India; or (ii) a Public Sector Bank located in India; or (iii) a scheduled commercial private bank located in India as per the attached list only~~ **[List is placed at Annexure-I to Special Conditions of Contract (SCC)]**.

10. Taxes and Duties

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

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

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

10.3 In respect of Supply of Goods to the Purchaser by the Supplier, the EXW price is inclusive

of all cost as well as duties and tax (viz., custom duties & levies, duties, GST etc.) paid or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Goods.

Further, the EXW price of (i) imported goods offered as „Off the Shelf“ or dispatched directly from the Indian Port of disembarkation are inclusive of cost as well as any duties paid/payable in relation to import of such goods (viz., Customs duties, GST & levies etc.) and no separate claim on this behalf will be entertained by the Purchaser.

The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has been taken into account by the Supplier.

10.4 Ex-works price for supply of Goods by the Supplier is excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Purchaser on the supplies made by the Supplier but limited to the tax liability on the transaction between the Purchaser and the Supplier.

Type test charges, if applicable, are excluding GST, if any, payable. Type test shall be considered an incidental expense incurred prior to the supply of Goods and would be added to the value of Goods for GST purposes and GST shall for Type Test be reimbursed at the rate applicable for such Goods.

Further the price for supply of services viz. Supervision Charges is excluding GST, if any, payable. The GST will be reimbursable (along with subsequent variation if any), by the Purchaser on the supplies made by the Supplier but limited to the tax liability on the transaction between the Purchaser and the Supplier.

It is the Purchaser's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit Insurance and loading, by the Supplier to the Purchaser, GST is not payable. The Supplier is, however, advised to check the position from their own sources. If payable, the same shall be to the Supplier's account and Purchaser shall not reimburse any GST on this account.

10.5 Purchaser would not bear any liability on account of any other taxes duties, levies applicable locally.

10.6 Purchaser shall, deduct taxes at source as per the applicable laws/rules, if any, and issue Tax Deduction at Source (TDS) Certificate to the Supplier.

~~10.7 Reimbursement of GST by the Purchaser shall be at the rate applicable on the HSN/SAC of the goods/ services supplied by the Supplier to the Purchaser. The reimbursement of GST shall be against Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Supplier fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Purchaser shall not be liable to make any payment against such invoice. Further, the Supplier shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Purchaser, as prescribed under the GST Law.~~

If there is difference in HSN/SAC classification and corresponding rate of GST of an item as confirmed/deemed confirmed by the Supplier in its bid and HSN/SAC and corresponding rate of GST as interpreted under any interpretation/ judgment/ Notification/ Circular/ amendment issued under the GST law before or after the award of contract, GST reimbursable to the bidder/Supplier shall be lower of the GST applicable at the rate as confirmed/deemed confirmed in the bid or actual GST paid/payable by the Supplier for that item.

- 10.8 The Supplier shall comply with all tax laws in force in India. The Supplier shall indemnify and hold harmless the Purchaser from and against any and all liabilities, interest, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such tax laws by the Supplier or its personnel, including the Subcontractors and their personnel.
- 10.9 While raising invoice for Supply of Goods, Supplier shall bill to and ship to the address of the Owner in the State/UT where the Goods or part thereof is to be Supplied and mention GSTIN of Owner in of the same state/UT. In case of Supply of Services, the Supplier shall invoice the Owner using the GSTIN of Owner in the state/UT in which the service or part thereof is to be rendered.
- 10.10 Notwithstanding anything above or elsewhere in the Contract, in the event that the input tax credit of the GST charged by the Supplier is denied by the tax authorities to the Purchaser for reasons associated with non-compliance/ incorrect compliance by the Supplier, the Purchaser shall be entitled to recover such amount from the Supplier by way of adjustment from any of the subsequent invoices submitted by the Supplier to the Purchaser. In addition to the amount of GST, the Purchaser shall also be entitled to recover interest and penalty, in case any interest and/or penalty are imposed by the tax authorities on the Purchaser for incorrect/wrong availment of Input Tax Credit. The Purchaser shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Supplier and the said determination shall be binding on the Supplier.
- 10.11 For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2(Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission (hereinafter called "Tax" in this GCC Sub-clause 10.11). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation except for classification related purpose, or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Supplier in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with GCC Clause 29 (Changes in Laws and Regulations) hereof. These adjustments shall be applicable for all transactions between the Supplier and the Purchaser for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. and on account of variation in taxes, duties & levies applicable locally.

In respect of raw materials, intermediary components etc and the taxes, duties & levies applicable locally, neither the Purchaser nor the Supplier shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract.

D. Intellectual Property

11. Copy Right

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

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

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

12. Confidential Information

12.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor(s) such documents, data and other information it receives from the Purchaser to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Supplier under this GCC Clause 12.

12.2 The Purchaser shall not use such documents, data and other information received from the Supplier for any purpose unrelated to the contract. Similarly, the Supplier shall not use such documents, data and other information received from the Purchaser for any purpose other than the performance of the Contract.

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

- (a) now or hereafter enters the public domain through no fault of that party
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- (c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

12.4 The above provisions of this GCC Clause 12 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.

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

E. Execution of the Contract

13. Representatives

13.1 If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Purchaser shall appoint and notify the Supplier in writing of the name of the Project Manager. The Purchaser may from time to time appoint some other person as the project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Supplier without delay. The Purchaser shall take all reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the Purchaser at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.

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

13.2 Supplier's Representative

13.2.1 If the Supplier's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Supplier shall appoint the Supplier's Representative and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser makes no objection to the appointment within fourteen (14) days, the Supplier's Representative shall be deemed to have been approved. If the Purchaser objects to the appointment within fourteen (14) days giving the reason therefor, then the Supplier shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 13.2.1 shall apply thereto.

13.2.2 The Supplier's Representative shall represent and act for the Supplier at all times during the currency of the Contract and shall give to the Project Manager all the Supplier's notices, instructions, information and all other communications under the Contract. All notices, instructions, information and all other communications given by the Purchaser or the Project Manager to the Supplier under the Contract shall be given to the Supplier's Representative or, in its absence, its deputy, except as herein otherwise provided. The Supplier shall not revoke the appointment of the Supplier's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Supplier shall appoint some other person as the Supplier's Representative, pursuant to the procedure set out in GCC Sub-Clause 13.2.1.

13.2.3 The Supplier's Representative may, subject to the approval of the Purchaser (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Supplier's Representative, and shall specify the powers, functions and authorities thereby delegated or

revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Purchaser and the Project Manager. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 13.2.3 shall be deemed to be an act or exercise by the Supplier's Representative.

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

13.2.4 From the commencement of installation of the Goods at the Site until Commissioning, the Supplier's Representative shall appoint all technical personnel for supervision of installation and operation of the Goods. The supervisory personnel shall supervise all work done at the Site by the Supplier and shall be present at the Site through-out normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever supervisory personnel are absent from the Site, a suitable person shall be appointed to act as his or her deputy.

13.2.5 The Purchaser may by notice to the Supplier object to any representative or person employed by the Supplier in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GCC Sub-Clause 18.3. The Purchaser shall provide evidence of the same, whereupon the Supplier shall remove such person from the Facilities.

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

14. Work Program

14.1 Supplier's Organization

The Supplier shall supply to the Purchaser and the Project Manager a chart showing the proposed organization to be established by the Supplier for carrying out supervision work. The chart shall include the identities of the key personnel together with the curricula vitae of such key personnel to be employed within twenty-one (21) days of the Effective Date. The Supplier shall promptly inform the Purchaser and the Project Manager in writing of any revision or alteration of such an organization chart.

14.2 Program of Performance

Within twenty-eight (28) days after the date of Notification of Award, the Supplier shall prepare and submit to the Project Manager a detailed program of performance of the Contract (L2 Network) in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs and showing the sequence in which it proposes to design, engineering, procurement, manufacture, shop inspection, testing, transport of the Goods and its installation, as well as the date by which the Supplier reasonably requires that the Purchaser shall have fulfilled its obligations under the Contract so as to enable the

Supplier to execute the Contract in accordance with the program and to achieve Completion of the Goods and Related Services in accordance with the Contract. The program so submitted by the Supplier shall accord with the Delivery Schedule included in Appendix-4 (Delivery Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Supplier shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Delivery Schedule under GCC Clause 4 and any extension granted in accordance with GCC Clause 32, and shall submit all such revisions to the Project Manager.

14.3 Progress Report

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

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

14.4 Progress of Performance

If at any time the Supplier's actual progress falls behind the program referred to in GCC Sub-Clause 14.2, or it becomes apparent that it will so fall behind, the Supplier shall, at the request of the Purchaser or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain completion of delivery of Goods within the Delivery Schedule under GCC Sub-Clause 4, any extension thereof entitled under GCC Sub-Clause 32.1, or any extended period as may otherwise be agreed upon between the Purchaser and the Supplier.

14.5 Work Procedures

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

The Supplier 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.

15. **Subcontracting(Not Allowed)**

~~15.1 The corresponding Appendix (List of PGCIL Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of PGCIL approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Supplier shall prepare a list of Subcontractors for such item for inclusion in such list. The Supplier may from time to time propose any addition to or deletion from any such list. The Supplier shall submit any such list or any modification thereto to the Purchaser for its approval in sufficient time so as not to impede the progress~~

~~of work on the Goods. Such approval by the Purchaser for any of the Subcontractors shall not relieve the Supplier from any of its obligations, duties or responsibilities under the Contract.~~

~~15.2 The Supplier shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GCC Sub-Clause 15.1.~~

~~15.3 For items or parts of the Goods not specified in the corresponding Appendix (List of PGCH Approved Subcontractors) to the Contract Agreement, the Supplier may employ such Subcontractors as it may select, at its discretion.~~

~~15.4 The Supplier shall furnish the details of items, components, raw materials, services etc. procured from MSEs and consumed for completion of scope of works under the contract. The details shall be furnished as per the format enclosed at Section VII, Forms & Procedures, Volume I of the bidding documents at the time of raising bills for payment against the supplies made/works done.~~

16. Design and Engineering

16.1 Specifications and Drawings

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

The Supplier 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 Supplier by or on behalf of the Purchaser.

16.1.2 The Supplier 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 Purchaser, by giving a notice of such disclaimer to the Project Manager.

16.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Purchaser and shall be treated in accordance with GCC Clause 31.

16.3 Approval/Review of Technical Documents by Project Manager

16.3.1 The Supplier shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix-6 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 14.2 (Program of Performance).

Any part of the Goods covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.

GCC Sub-Clauses 16.3.2 through 16.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.

- 16.3.2 Within twenty-one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 16.3.1, the Project Manager shall either return one copy thereof to the Supplier with its approval endorsed thereon or shall notify the Supplier in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.
- 16.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.
- 16.3.4 If the Project Manager disapproves the document, the Supplier shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 16.3.2. If the Project Manager approves the document subject to modification(s), the Supplier shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.

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

- 16.3.5 If any dispute or difference occurs between the Purchaser and the Supplier in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Arbitrator for determination in accordance with GCC Sub-Clause 36 hereof. If such dispute or difference is referred to an Arbitrator, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Supplier shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitrator upholds the Supplier's view on the dispute and if the Purchaser has not given notice under GCC Sub-Clause 36 hereof, then the Supplier shall be reimbursed by the Purchaser 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 Delivery Schedule shall be extended accordingly.
- 16.3.6 The Project Manager's approval, with or without modification of the document furnished by the Supplier, shall not relieve the Supplier of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.
- 16.3.7 The Supplier shall not depart from any approved document unless the Supplier has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GCC Sub-Clause 16.3. If

the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GCC Clause 31 shall apply to such request.

17. Goods & Related Services

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

17.2 Transportation

17.2.1 The Supplier shall at its own risk and expense transport all the Goods to the Site by the mode of transport that the Supplier judges most suitable under all the circumstances.

17.2.2 Unless otherwise provided in the Contract, the Supplier shall be entitled to select any safe mode of transport operated by any person to carry the Goods. In case of transportation by road, the Supplier shall transport all the goods only through registered common carriers in line with "The Carriage by Road Act,2007" including amendment thereof.

17.2.3 Upon dispatch of each shipment, the Supplier shall notify the Purchaser by letter or email of the description of the Goods, 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 Supplier shall furnish the Purchaser with relevant shipping documents to be agreed upon between the parties.

17.2.4 The Supplier shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Goods to the Site. The Purchaser shall use its best endeavors in a timely and expeditious manner to assist the Supplier in obtaining such approvals, if requested by the Supplier. The Supplier shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Goods to the Site.

17.3 Delivery and Documents

17.3.1 Delivery Documents

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

17.3.2 Packing

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

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

18. Supervision of Installation

18.1 The Supplier shall give or provide all necessary superintendence during the installation of the Goods, and the supervisory personnel or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Supplier shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

19. Test and Inspection

19.1 The Supplier shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Goods and Related Services as are specified in the Contract.

19.2 The Purchaser and the Project Manager or their designated representatives shall be entitled to attend the aforesaid test and/or inspection, provided that the Purchaser shall bear all costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

19.3 Whenever the Supplier is ready to carry out any such test and/or inspection, the Supplier shall give four weeks advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser and the Project Manager (or their designated representatives) to attend the test and/or inspection. Subject to GCC Sub-Clause 19.3, if test and/or inspection are conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

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

If the Purchaser 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 Supplier may proceed with the test and/or inspection in the absence of such persons and may provide the Project Manager with a certified report of the results thereof.

19.5 The Project Manager may require the Supplier to carry out any test and/or inspection not required by the Contract, provided that the Supplier'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 Goods and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Schedule and the other obligations so affected.

- 19.6 The Purchaser may reject any Goods or any part thereof that fails to pass any test and/or inspection or do not conform to the Specifications. The Supplier shall either rectify or replace such rejected Goods or part thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection upon giving a notice under GCC Sub-Clause 19.3.
- 19.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Goods or part thereof that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitrator for determination in accordance with GCC Sub-Clause 36.
- 19.8 The Supplier shall afford the Purchaser and the Project Manager, at the Purchaser's expense, access at any reasonable time to any place where the Goods are being manufactured, in order to inspect the progress and the manner of manufacture, provided that the Project Manager shall give the Supplier a reasonable prior notice.
- 19.9 The Supplier agrees that neither the execution of a test and/or inspection of Goods or any part thereof, nor the attendance by the Purchaser or the Project Manager, nor the issue of any test certificate pursuant to GCC Sub-Clause 19.4, shall release the Supplier from any other responsibilities under the Contract.
- 19.10 The testing of whole lot of the supply item(BFD) will be carried out once in accordance with the approved MQP(Manufacturing Quality Plan).

20. Completion

- 20.1 **Supply :-** As soon as the delivery of Goods & performance of Related Services, in the opinion of the Supplier, has been completed as specified in the Technical Specifications, the Supplier shall so notify the Purchaser in writing alongwith the Undertaking for quality and performance of such Goods. The Purchaser after inspection/physical verification shall notify the Supplier of defects and/or deficiencies, if any. The Supplier shall repair, replacement or making good of any defect or of any damage or deficiencies and shall so notify the Purchaser in writing. The Purchaser after inspection/physical verification shall issue to the Supplier an Material Acceptance Certificate in the form of Materials Receipt Certificate (MRC) verifying the date on which the supply of Goods have been completed and accepted. Such certificate shall not relieve the Supplier of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

Installation/Erection :-

- 20.2 As soon as reasonably practicable, within the expected period indicated in GCC Clause 20.3 below, the Purchaser through a Contractor shall use the Goods so supplied for Installation, Pre- commissioning & Commissioning of the Facilities. In case of Contracts where the supervision is stipulated, the Installation, Pre- commissioning & Commissioning of the Goods shall be carried out in presence of the Supplier's representatives. The Supplier's representatives shall be responsible for carrying out start-up, initial operation, trial operation and the performance test, as admissible, for

which necessary labour and facilities shall be provided by the Purchaser. However, all temporary instrumentation, measuring devices, special tools and tackles etc., if any, required for performing activities under the Contract will be provided by the Supplier.

20.2.1 During these stages, if the Project Manager notifies the Supplier of any defects and/or deficiencies, the Supplier shall then correct such defects and/or deficiencies failing which the Purchaser will undertake such completion and deduct the costs thereof from any monies owing to the Supplier.

20.3 The expected Pre-commissioning/ Commissioning schedule of the Facilities wherein the Goods under the Contract are to be installed is indicated in SCC. In the event the Purchaser/Contractor is unable to proceed with the Pre-commissioning/ Commissioning of the Facilities, within the expected Pre-commissioning/ Commissioning schedule, for reasons not attributable to the Supplier, the following provisions shall apply:

a) The performance securities and any other securities relevant to the circumstances shall be extended by the Supplier from time to time as may be required by the Purchaser, as per the following:

(i) upto six months beyond the initial period for which performance securities are to be otherwise kept valid as per GCC Clause 9.3.1.

(ii) upto twelve months beyond the period mentioned in para (i) above for which the expenses, if any, payable by the Supplier to the Bankers toward the same shall be reimbursed to the Supplier by the Purchaser against documentary evidence.

(iii) upto a mutually agreed period between the Purchaser and the Supplier, beyond the period mentioned in para (ii) above, failing which the Goods shall be deemed to be Taken Over by the Purchaser upon expiry of the period mentioned in para (ii) above and the mutually agreed period, if any, as per this para and the Defect Liability Period as per GCC Clause 22 shall be governed from the date of deemed Taking Over. The expenses towards extension, if any, under this para, payable by the Supplier to the Bankers toward the same shall be reimbursed to the Supplier by the Purchaser against documentary evidence.

Notwithstanding the extension of securities as per the aforesaid provisions, in the event of Pre-commissioning/ Commissioning of the Facilities within the extended period as aforesaid, the validity period of the securities shall be regulated as per the provisions of GCC Clause 9.3.1.

b) In case of Supply cum Supervision Contracts, payments due to the Supplier in accordance with the provisions specified in Appendix I (Terms and Procedures of Payment) to the Contract Agreement, which would have not been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Supplier against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Purchaser, and which shall become null and void when the Facilities are commissioned. The expenses toward the above security shall be reimbursed to the Supplier by the Purchaser.

20.4 Taking Over

20.4.1 Upon successful Commissioning of the Facilities i.e. Supply, installation & Commissioning, the Project Manager shall within twenty-one (21) days issue an Taking Over Certificate as a proof of the final acceptance of the Goods. Such certificate shall not relieve the Supplier of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

20.4.2 If within twenty one (21) days after Commissioning of the Facilities, the Project Manager fails to issue the Taking Over Certificate or fails to inform the Supplier in writing of the justifiable reasons why the Project Manager has not issued the Taking Over Certificate, the Goods or the relevant part thereof shall be deemed to have been accepted as at the date of the Commissioning of the Facilities.

F. Guarantees and Liabilities

21. Completion Time Guarantee

21.1 The Supplier guarantees that it shall attain delivery of Goods (or a part for which a separate time schedule is specified in the SCC) at final destination site with the time specified in the SCC pursuant to GCC Clause 4, or within such extended time to which the Supplier shall be entitled under GCC Clause 31 hereof.

21.2 If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

21.3 No bonus will be given for earlier completion.

22. Defect Liability

22.1 Unless otherwise specified in **SCC**, the Defect Liability Period shall remain valid for a period of twelve (12) months from the date of Commissioning of the Facilities wherein the Goods under the Contract are installed.

22.2 The Supplier warrants that all the Goods supplied under the Contract shall comply strictly with the Contract, shall be first class in every particular and shall be free from defects. The Supplier further warrants that all equipment, materials and supplies furnished by the Supplier or its sub-contractors for the purpose of the Goods are new, merchantable of the most suitable grade, and fit for their intended purposes. The Supplier further warrants that the services to be carried out under this contract will conform with generally accepted professional standards and engineering principles.

22.3 Subject to GCC Sub-Clause 22.2, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the

country of final destination.

22.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

22.5 Upon receipt of such notice, the Supplier shall, within 30 days, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser. The Supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.

In the event of any correction of defects or replacement of defective goods during the Defect Liability Period, the Defect Liability Period for the corrected/replaced goods shall be extended to a further period of 12 months.

22.6 If having been notified, the Supplier fails to remedy the defect within 30 days, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

22.7 At the end of the Defect Liability Period, the Supplier's Liability ceases except for latent defects. The Supplier's liability for latent defects warranty shall be limited to period of Three (3) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this GCC Clause 22, but later.

23. Equipment Performance Guarantees

23.1 The Supplier guarantees that the Goods, named in the **SCC**, shall attain the rating and performance requirements specified in Appendix – 7 (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement, subject to and upon the conditions therein specified.

23.2 If the guarantees specified in Appendix – 7 (Guarantees, Liquidated Damages for Non – Performance) to the Contract Agreement are not established, then the Purchaser shall, at the Purchaser's discretion either

(a) reject the goods, or

(b) accept the goods after assessing liquidated damages in accordance with the provision in the **SCC** against the Supplier and such amounts shall be deducted from the Contract Price or otherwise recovered from the Supplier.

23.3 In case the Purchaser exercises its option to reject the goods, the Supplier shall at its cost and expense make such changes, modifications and/or additions to the goods or any part thereof as may be necessary to meet the specified guarantees. The Supplier shall notify the Purchaser upon completion of the necessary changes, modifications and/or additions, and shall request the Purchaser to repeat the Test until the level of the specified guarantee has been met.

23.4 Whenever the Purchaser exercises its option to accept the goods after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 23.2, upto the limitation of liability specified in the **SCC**, shall completely satisfy the Supplier's guarantees under GCC Sub-Clause 23.2, and the Supplier shall have no further liability whatsoever to the Purchaser in respect thereof.

24. Patent Indemnity

24.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 24.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Purchaser 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 Goods by the Supplier or the use of the Goods in the country where the Site is located; and (b) the sale of the products produced by the Goods in any country.

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

24.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 24.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. Unless the Supplier has so failed to notify the Purchaser within the twenty-eight (28) day period, the Purchaser shall make no admission that may be prejudicial to the defense of any such proceedings or claim.

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

24.3 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

25. Limitation of Liability

- 25.1 Except in cases of gross negligence or willful misconduct,
- (a) The Supplier and the Purchaser shall not be liable to each other for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
 - (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective goods, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

G. Risk Distribution

26. Transfer of Ownership

- 26.1 Ownership of the Goods to be imported into India shall be transferred to the Purchaser/Owner upon loading on to the mode of transport to be used to convey the Goods from the country of origin to that country and upon endorsement of the dispatch documents in favour of the Purchaser.
- 26.2 Ownership of the Goods procured in India, shall be transferred to the Purchaser upon loading on to the mode of transport to be used to carry the Goods from the works/warehouse/ any other place where the Supplier wishes to supply the goods to the site and upon endorsement of the dispatch documents in favour of the Purchaser.
- 26.3 Ownership of the Supplier's Equipment used by the Supplier and its Subcontractors in connection with the Contract shall remain with the Supplier or its Subcontractors.
- 26.4 Notwithstanding the transfer of ownership of the Goods, the Supplier shall continue to be responsible for the quality and performance of such Goods and for their compliance with the specifications until Taking Over" and the fulfillment of warranty obligations under the Contract. The transfer of ownership shall not relieve the Supplier from the responsibility for all risks of loss or damage to the Goods as specified under GCC 28 (Insurance).

27. Loss of or Damage to Property; Accident or Injury to Workers; Indemnification

- 27.1 The Supplier shall indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply of the Goods and by reason of the negligence of the Supplier or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Purchaser, its contractors, employees, officers or agents.
- 27.2 If any proceedings are brought or any claim is made against the Purchaser that might subject the Supplier to liability under GCC Sub- Clause 27.1, the Purchaser shall promptly give the

Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

28. Insurance

28.1 To the extent specified in the corresponding Appendix-3 (Insurance Requirements) to the Contract Agreement, the Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified in the said Appendix. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, who should not unreasonably withhold such approval.

(a) Marine Cargo Policy/Transit Insurance Policy: (I)(i) Marine Cargo
policy for imported equipment

The Supplier shall take the Marine Cargo Policy for Goods to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Goods. The policy shall cover movement of Goods from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Goods from the Supplier's/Sub-supplier's works or stores until arrival at project's warehouse/ store at final destination. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Institute Cargo Clause (ICC) „A“ along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

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

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Goods supplied from within India. The

policy shall cover movement of Goods from the manufacturer's works to the project's warehouse at final destination site. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Inland Transit Clause (ITC) „A“ alongwith Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

- (II) If during the execution of Contract, the Purchaser requests the Supplier to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Supplier shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Supplier on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Supplier shall take the policy in the joint names of Purchaser and the Supplier. The policy shall indicate the Purchaser as the beneficiary. However, if the Supplier is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Purchaser as jointly Insured in the endorsements to the open policy.
- (IV) The scope of such insurance shall be adequate to cover the replacement/reinstatement cost or 120% of CIF/Ex- Works cost whichever is higher, of the Goods for all risks upto and including delivery of Goods on final destination site basis and shall also cover customs duty on merit rate, inland transportation and other costs till the Goods are delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. The Purchaser shall recover the payments made except advance and the balance amount shall be released to the Supplier. Notwithstanding the extent of the insurance cover and the amount of claim available from the underwriters, the Supplier shall be liable to make good the full replacement/rectification of all Goods/Materials and to ensure their availability as per project requirements. The Supplier shall be authorized to deal directly with the insurance company.

28.2 The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Sub-Clause 28.1. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

28.3 It will be the responsibility of the Supplier to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and Purchaser shall be kept informed about it. The Supplier shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the

underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Supplier.

29. Change in Laws and Regulations

29.1 If, after the date seven (07) days prior to the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Supplier and/or the Delivery Schedule, the Contract Price shall be correspondingly increased or decreased, and/or the Delivery Schedule shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. These adjustments shall be applicable for all transactions between the Purchaser and the Supplier for supply of goods and services under the Contract but shall not be applicable on procurement of raw materials, intermediary components etc. by the Supplier for which the Purchaser shall be the sole judge.

Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Appendix-2 to the Contract Agreement.

30. Force Majeure

30.1 "Force Majeure" shall mean any event beyond the reasonable control of the Purchaser or of the Supplier, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:

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

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

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

30.4 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 Delivery Schedule shall be extended in accordance with GCC Clause 32.

H. Change in Contract Elements

31. Change in the Facilities

31.1 The Purchaser shall have the right to propose, and subsequently require, that the Project Manager order the Supplier from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Contract (hereinafter called "Change"), provided that such Change falls within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

31.2 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.

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

It shall be the responsibility of the Supplier 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 Supplier shall submit an indemnity bond to keep Purchaser harmless from any liability, before release of such material to the Supplier by Purchaser.

Set/Lot/Lumpsum 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 Purchaser based on Supplier's request, if and as may be required during the currency of the Contract.

HSN/SAC has not been indicated in the Contract for lumpsum quantities/lot/Set as each of these consists of many items for which billing break up shall be furnished during contract execution. GST shall be reimbursed on these items based on HSN /SAC for these items furnished along with billing breakup. However, the reimbursement shall be limited to the amount derived based on the rate indicated in the contract or actual, whichever is less.

31.3 The Purchaser, in addition to situation described in Clause 31.1 above, reserves the right to increase or decrease the quantity of Goods & Related Services specified to the extent of Twenty Five (25) percent of the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement, without any change in unit price or other terms and conditions during the execution of the Contract. However, the quantities of individual items and services may vary upto any extent.

31.4 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery Schedule, and the Contract shall accordingly be amended.

31.5 If the aggregate effect of compliance therewith and with all other Change Orders that have already become binding upon the Supplier under this GCC Clause 31 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement by more than fifteen (15) percent, the Supplier may give a written notice of objection thereto within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. If the Purchaser accepts the Supplier's objection, the Purchaser and the Supplier shall agree on specific rates for valuation of the Change.

31.6 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32. Extension of Time

32.1 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and installation & commissioning or completion of Related Services pursuant to GCC Clause 4, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

32.2 Except in case of Force Majeure, as provided under GCC Clause 30, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 21.2, unless an extension of time is agreed upon, pursuant to GCC Sub- Clause 32.1.

33. Termination

33.1 Termination for Default

33.1.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32; or
- (ii) if the Supplier fails to perform any other obligation under the Contract.

33.1.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

33.1.3 If the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Sub-Clause:

“Corrupt Practice” means offering, giving, receiving, or soliciting anything of value to influence the action of Purchaser official(s) in the procurement process.

“Fraudulent Practice” means any act including suppression/ misrepresentation of facts, submissions of forged/ false documents, making false declarations etc. that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial gain or benefit, or to avoid an obligation, or to influence procurement process to the detriment of interest of the Purchaser, including collusive practices among bidders (prior to or after bid submission) to establish bid prices at artificial, non-competitive levels and to deprive Purchaser of the benefits of competitive prices.

“collusive practice” shall also include an arrangement between two or more parties designed to achieve an illegitimate purpose to the detriment of interest of Purchaser.

“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” means

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/ or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation,

or

(bb) acts intended to materially impede the exercise of the contractual rights or audit or access to information.

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

33.1.4 Any breach by the contractor of the provisions in respect of child labor or any legally mandated provisions relating to labor (particularly on "equal pay for men and women") shall be a ground for termination of the contract.

33.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

33.3 Termination for Convenience

33.3.1 The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

33.3.2 The Goods that are complete and ready for shipment within twenty- eight (28) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34. Assignment

34.1 Neither the Purchaser nor the Supplier shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder.

I. Resolution of Disputes

35. Settlement of Disputes

- 35.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Supplier 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.
- 35.2 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 Supplier to the Project Manager, who, within a period of thirty (30) days after being requested by Supplier to do so, shall give written notice of his decision.
- 35.2.1 The decision/instruction of the Project Manager shall be deemed to have been accepted by the Supplier unless notified by the Supplier of his intention to refer the matter for Arbitration within thirty (30) days of such decision/instruction.
- 35.2.2 In the event the Project Manager fails to notify his decision as aforesaid within thirty (30) days, the Supplier, 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 Purchaser and the Supplier.
- 35.3 In case of dispute or difference between the Purchaser and the Supplier, if the Purchaser intends to go for Arbitration, he shall notify such intention to the Supplier.

36. Arbitration

- 36.1 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:
- 36.2 The arbitration shall be conducted by a sole arbitrator in case the amount of claim is less than Rs. 25 Crore and by three- m e m b e r arbitral tribunal in case the amount of claim is greater than Rs. 25 Crore.

Sole Arbitration

The sole Arbitrator shall be chosen from a panel of empanelled Arbitrators maintained by RECPDCL/REC Limited. The same shall comprise of retired Judges and retired Senior executives of PSUs other than RECPDCL. Further, the choice of sole Arbitrator shall be governed by the amount of claim in the following manner:

Sl. no.	Claim amount	Work Experience/ Qualifications
1	< Rs. 10 Crore	Sole arbitrator-Retired Senior Executives of PSUs other than RECPDCL/REC Limited /Retired Distt Judges/ High Court Judges.

2	Rs.10 Crore- Rs.25 Crore	Sole arbitrator- Retired High Court/Supreme Court Judges
---	--------------------------	----------------------------------------------------------

- (a) In case of invocation of arbitration by RECPDCL, RECPDCL shall, within 30 days, send a list of names of 3 arbitrators from its list/database of Arbitrators and the contractor shall within the period of further 30 days select any one person to act as "Sole Arbitrator", which will be confirmed by RECPDCL and matter will be referred to such appointed Arbitrator for further arbitration proceedings.
- (b) In case of invocation of arbitration by the Contractor, the Contractor shall request RECPDCL for list of Arbitrators and the contractor shall, within 30 days, select any one Arbitrator from the above to act as "Sole Arbitrator", which will be confirmed by RECPDCL within 30 days and matter will be referred to such appointed Arbitrator for further arbitration proceedings.

If the parties fail to appoint sole arbitrator within sixty (60) days after receipt of a notice from the other party invoking Arbitration, the appointment of sole arbitrator shall be done by Courts as per the provisions of Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Three member arbitral tribunal

The arbitration shall be conducted by three arbitrators, who are retired High Court/Supreme Court Judges, 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 & conciliation Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus regarding appointment of presiding Arbitrator, within a period of 30 days from the appointment of the arbitrator appointed subsequently, the presiding arbitrator shall be appointed by Courts as per the provisions of Arbitration & conciliation Act.

- 36.3 The cost of arbitral proceedings inter-alia including the Arbitrators' fee, logistics and any other charges shall be equally shared by both parties.

In case of Sole Arbitrator, the fees to be paid to the sole Arbitrator shall be as per the terms of empanelment in RECPDCL/REC Limited whereas in case of the three member tribunal, the Arbitrator's fees shall be as agreed upon by the Arbitrators in line with the Arbitration & Conciliation Act. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its proceedings shall be borne by each party itself

- 36.4 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 New Delhi.

- 36.5 The decision of the sole arbitrator/ the majority of the arbitrators, as the case may be, shall be final and binding upon the parties. In the event of any of the sole arbitrator/ any of the

aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the parties to nominate another sole arbitrator/ another arbitrator in place of the outgoing arbitrator.

- 36.6 Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute or difference between the Employer and the Contractor shall be resolved in terms of the Government of India Office Memorandum No. 05/0003/2019-FTS-10937 dated 14 th December, 2022 pertaining to 'Administrative Mechanism for resolution of CPSEs Disputes (AMRCD).The decision through AMRCD will be final and binding on all the concerned.
- 36.7 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the contract.

----- *End of Section-IV (GCC)* -----

SECTION - VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC				
1.	GCC 1.1 (k)	<p>Supplementing Sub-Clause GCC 1.1(k) Delivery Schedule:</p> <table border="1" data-bbox="375 615 1352 951"> <thead> <tr> <th data-bbox="375 615 959 762">Activities</th> <th data-bbox="964 615 1352 762">Duration in months from the effective date of Contract for completion of Supply & installation</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 768 959 951">Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15.</td> <td data-bbox="964 768 1352 951">7 Month from date of Award(Supply to be completed within 2 months from date of award)</td> </tr> </tbody> </table>	Activities	Duration in months from the effective date of Contract for completion of Supply & installation	Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15.	7 Month from date of Award(Supply to be completed within 2 months from date of award)
Activities	Duration in months from the effective date of Contract for completion of Supply & installation					
Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15.	7 Month from date of Award(Supply to be completed within 2 months from date of award)					
2.	General	<p>The Owner is: “Ladakh Power Development Department” Choglamsar, Leh, Ladakh.</p>				
3.	GCC 1.1(t) & 1.1(w)	<p>Supplementing Sub-Clause GCC 1.1(v) The Purchaser is: “REC Power Development & Consultancy Co. Ltd. (RECPDCL)”, D-Block, REC Corporate Headquarter, Plot No. I-4, Sector-29, Gurugram, Haryana- 122 001 Kind Attn.: Sr. GM & HoD (T&D), Transmission Mobile: 0124 - 4441300 Email Address: vijay.kulkarni@recpdcl.in vivek.verma@recpdcl.in ladakh.transmission@recpdcl.in</p>				
4.	GCC 4.1	Add following sentence at the beginning of para				

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>Time for Completion is the essence of Contract. The Supplier shall commence the delivery of Goods to final destination site and completion of installation & Commissioning in accordance with the time schedule specified in the corresponding Appendix - 4 (Delivery Schedule) to the Contract Agreement or within such extended time to which the Supplier shall be entitled under GCC Clause 32 hereof</p>
5.	GCC 9.2	Stands deleted as Advance is not admissible under the subject package
6.	GCC 9.3.1	<p>Replace the first para with the followings:</p> <p>The Supplier shall, within ten(10) days of the notification of award, provide a performance security for the due performance of the Contract in the amount equivalent to Ten percent (10%) of the Contract Price, with a validity upto ninety (90) days beyond the Defect Liability Period. The same shall be extended by the Supplier time to time till ninety (90) days beyond the actual Defect Liability Period, as may be required under the Contract.</p> <p>b) The performance security shall be in the Form of unconditional Bank Guarantee attached hereto in the Section VI -Sample Forms and Procedures.</p> <p>Alternatively</p> <p>Contract Performance Guarantee/Security deposit shall be deducted on the pro-rata basis @ 10% from each running Bill of the contractor against respective order. The deduction shall be continued till the total amount towards reaches 10% of the contract price. The security deposit so deducted shall be returned after defect liability period of the respective work is over under the work order.</p>
7.	GCC 9.3.2	<p>Replace Sub-Clause GCC 9.3.2</p> <p>The performance security shall, at the contractor's option, be in the form of a crossed bank draft/ banker certified cheque in favour of Employer as stipulated in SCC in the Form of unconditional Bank Guarantee attached hereto in the Section VI - Sample Forms and Procedures.</p> <p>Alternatively, if performance security is to be submitted in favor of RECPDCL through online payment i.e. NEFT/RTGS, then the Account</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<p>details of RECPDCL for the purpose of online payment/Bank Guarantee (towards Bid Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="456 415 1474 678"> <thead> <tr> <th data-bbox="456 415 992 499">Name of the Bank and Address</th> <th data-bbox="992 415 1211 499">IFSC Code</th> <th data-bbox="1211 415 1474 499">RECPDCL Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 499 992 678">HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg</td> <td data-bbox="992 499 1211 678">HDFC0000003</td> <td data-bbox="1211 499 1474 678">00030350008262</td> </tr> </tbody> </table> <p>The copy of 'Online Payment Acknowledgement - Suppliers' generated subsequent to the payment shall be submitted by the Contractor. The online payment facility shall be for payment in Indian Rupees only.</p> <p>No interest shall be payable by the Employer/Owner on the Performance Security</p>	Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.	HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262
Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.						
HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262						
8.	GCC 9.3.5	<p>Add new sub Clause GCC 9.3.5</p> <p>During execution of contract the Contractor, after submission of Performance Security in form of a crossed bank draft/pay order /banker certified cheque, may opt to furnish the Performance Security in form of bank guarantee for the same amount and as per same terms of the Contract. On acceptance by the Employer of Performance Security submitted in the form of Bank Guarantee following receipt of confirmation from the issuing Bank, the said amount shall be refunded.</p> <p>No interest shall be payable by the Purchaser on the performance Security</p>						
9.	GCC 9.4	<p>Supplementing GCC Clause 9.4 with the following</p> <p>Issuing Banks</p> <p>The Bank Guarantee for Advance Payment Security and Performance Security are to be provided by the Contractor, which should be issued either:</p> <p>(a) by a Public Sector Bank located in India, or</p> <p>(b) a scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 1,000 Million or above (the latest annual report of the Bank should</p>						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC						
		<p>support compliance of capital adequacy ratio requirement), or</p> <p>The Supplier has the option to submit BG (towards Advance Payment Security and Performance Security) using SFMS Platform..</p> <p>The Account details of RECPDCL for the purpose of Bank Guarantee (towards Performance Security) to be issued using SFMS Platform are as given below:</p> <table border="1" data-bbox="456 611 1477 873"> <thead> <tr> <th data-bbox="456 611 992 695">Name of the Bank and Address</th> <th data-bbox="992 611 1211 695">IFSC Code</th> <th data-bbox="1211 611 1477 695">RECPDCL Current A/c No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="456 695 992 873">HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg</td> <td data-bbox="992 695 1211 873">HDFC0000003</td> <td data-bbox="1211 695 1477 873">00030350008262</td> </tr> </tbody> </table> <p>In addition to the above, the Bank Guarantee (towards Advance Payment Security and Performance Security) should be submitted in the Physical form as specified in GCC Clause 9.</p>	Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.	HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262
Name of the Bank and Address	IFSC Code	RECPDCL Current A/c No.						
HDFC Bank Ltd., New Delhi Surya Kiran Kasturba Gandhi Marg	HDFC0000003	00030350008262						
10.	GCC 10.4	<p>Replacing 4th para of Clause GCC 10.4 with the following:</p> <p>It is the Purchaser's understanding that as per extant provisions, on the charges for supply of services related to Inland transportation, In-transit Insurance, loading and Unloading, by the Supplier to the Purchaser, GST is not payable. The Supplier is, however, advised to check the position from their own sources. If payable, the same shall be to the Supplier's account and Purchaser shall not reimburse any GST on this account.</p>						
11.	GCC 10.7	<p>Supplement GCC Clause 10.7 with the following:</p> <p>All charges on account of GST on materials obtained for the works from any source shall be borne by the Supplier. The liability of the Purchaser shall be limited to reimbursement of GST on the supply of goods/services made by the Supplier. The Input Tax Credit (ITC) available, if any, under GST as per the relevant Government laws wherever applicable has, however, been taken into account by the Supplier.</p>						
12.	GCC 15.1	<p>Supplement GCC Clause 15.1 with the following:</p> <p>Further, the Supplier shall not subcontract any work to a subcontractor/sub vendor from such countries which shares a land border with India unless</p>						

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		<p>such subcontractor/sub vendor fulfills all requirement in regard to 'Bidder from a country which shares a land border with India' as per ITB clause 2.1. This restriction on subcontracting shall not be applicable for procurement of raw materials, components, sub-assemblies etc. However, in case of finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.</p>
13.	GCC 15.3	<p>Replace the existing provision with the following:</p> <p>For items or parts of the Facilities not specified in the corresponding Appendix (List of PGCIL Approved Subcontractors) to the Contract Agreement for Supply of Goods Contract(s), the Contractor may employ such Subcontractors as it may select, at its discretion.</p>
14.	GCC 22.1	<p>The defect liability cum warranty period shall be One (01) year from the date of TOC.</p>
15.	GCC 21.2	<p>Replace the existing provision with the following:</p> <p>Liquidated Damages: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period, until actual delivery or performance, as pre-estimated damages not exceeding 5% of the total contract value without any controversy/dispute of any sort whatsoever. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.</p> <p>The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damages which will be suffered by the employer for default on the part of the contractor and said amount will be payable without proof of actual loss or damage caused by such default.</p> <p>The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.</p>
16.	GCC 23	<p>Deleted as Liquidated Damages for Non-Performance of Equipment are not applicable. Bidder shall confirm the guaranteed performance or</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		efficiency of the equipments in response to the Technical Specifications.
17.	GCC 28.1(a)) (I) (ii)	Replace the existing Provision GCC 28.1(a) (I) (ii) as below: Transit Insurance Policy for indigenous equipment Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.
18.	GCC 31.3	Supplement GCC Clause 31.3 with the following: The overall limit of Quantity variation in the contract shall be upto (+/-) 25% (Twenty Five Percent) of the Contract Price
19.	GCC 36.6	Replace the existing Provision GCC 36.6 as below: Notwithstanding the above, in case the contractor is a Central Public Sector Enterprise (CPSE)/Government Organization or Department then the dispute/difference (other than those related to taxation matters) between the Employer and the Contractor shall be resolved in terms of the Government of India Office Memorandum No. 05/0003/2019-FTS-10937 dated 14 th December, 2022 pertaining to 'Administrative Mechanism for resolution of CPSEs Disputes (AMRCD).The decision through AMRCD will be final and binding on all the concerned.

----- *End of Section-V (SCC)* -----

SECTION - VII

SAMPLE FORMS AND PROCEDURES (FORMS)

SAMPLE FORMS AND PROCEDURES (FORMS)

Preamble

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

The Bidder shall complete, sign and submit with its bid the relevant FORMS to be used unamended, 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 Purchaser, pursuant to the provisions in the instructions to Bidders.

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

The Performance Security(ies) ~~and Bank Guarantee for Advance Payment~~ forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide the Performance Security(ies) ~~and Bank Guarantee for Advance Payment~~, according to one of the forms indicated herein or in another form acceptable to the Purchaser 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 Purchaser reserves the right to make such modifications in conformity with such specific facts and circumstances and rectify and consequent discrepancies, if any. However, modifications, if any, to the text of the Forms that may be required in the opinion of the Bidder/Supplier shall be effected only if the same is approved by the Purchaser. The Purchaser's decision in this regard shall be final and binding.

1. BID FORMS AND PRICE SCHEDULES

1.1 Bid Form

Please see Volume - III.

1.2 Price Schedule

Please see Volume - III

2. BID SECURITY FORM

((To be stamped in accordance with Stamp Act, the Non Judicial Stamp Paper should be in the name of the issuing Bank. For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.:

Date:

To: *(insert Name and Address of Purchaser)*

WHEREAS M/s. *(Insert name of Bidder)*..... having its Registered/Head Office at *(Insert address of the Bidder)* (Hereinafter called "the Bidder" **which expression shall include its successors, administrators, executors and assigns**) has submitted its Bid for the performance of the Contract for **Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15** under Spec. No.: (Hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE- *(insert name & address of the issuing bank)* having its Registered/Head Office at *(insert address of registered office of the bank)*..... (hereinafter called "the Bank" **which expression shall include its successors, administrators, executors and assigns**), are bound unto *(insert name of Purchaser)*..... (hereinafter called "the Purchaser") in the sum of *(insert amount of Bid Security in figures & words)*..... for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) ~~If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form; or~~
- (2) ~~In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid and/or accept the withdrawals/rectifications pursuant to the declaration/confirmation made by him in Attachment – Declaration of the Bid; or~~
- (3) ~~If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to ITB Clause 27.2; or~~
- (4) ~~If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in that Country, within ten days from the date of intimation of post – bid~~

discussion; or

~~(5) In the case of a successful Bidder, if the Bidder fails within the specified time limit~~

~~(i) To sign the Contract Agreement, in accordance with ITB Clause 34, or~~

~~(ii) To furnish the required performance security, in accordance with ITB Clause 35.~~

~~or~~

~~(6) In any other case specifically provided for in ITB.~~

~~WE undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of any of the above named CONDITIONS or their combination, and specifying the occurred condition or conditions.~~

~~This guarantee will remain in full force up to and including **(insert date in line with ITB Clause 13)**, and any demand in respect thereof must reach the Bank not later than the above date.~~

Notwithstanding anything contained herein:

- ~~1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].~~
- ~~2. This Bank Guarantee shall be valid upto _____ (validity date) _____.~~
- ~~3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____.~~

For and on behalf of the Bank

~~{Signature of the authorised signatory(ies)}~~

~~Signature _____~~

~~Name _____~~

~~Designation _____~~

~~POA Number _____~~

~~Contact Number(s): Tel. _____ Mobile _____~~

~~Fax Number _____~~

~~email _____~~

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note:

1. In case the bid is submitted by a Joint Venture, the bid security shall be in the name of the Joint Venture and not in the name of the Lead Partner or any other Partner(s) of the Joint Venture.

2. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

“This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758.”

3. ~~At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at ITB clause 16.3 in BDS in their Trade Finance Portal.~~

~~Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:~~

~~“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”~~

3a. FORM OF NOTIFICATION BY THE PURCHASER TO THE BANK
(Applicable for Forfeiture of Bank Guarantee)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Forfeiture of Bid Security Amount against Bank Guarantee No.
..... dated for, issued by you on behalf of M/s.
.....*(insert name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour for
..... as Bid Security for the bid submitted by M/s.....*(insert name
of the Bidder)* against *(insert name of the Package)* ; Specification No.
.....

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

In terms of the said guarantee, we hereby submit our claim/demand through this letter for
remittance of Bid Security amount to *(insert name of the Purchaser)* owing to the
occurrence of the condition referred to at Sl. No. The Bank is requested to remit the full
guaranteed sum towards proceeds of the bid security in the form of Demand
Draft in favour of '.... *(insert name of the Purchaser)*', payable at*(insert place of the
Purchaser)*....'.

Thanking you,

For(Name of the Purchaser)

(AUTHORISED SIGNATORY)

Copy to:
.....*(Registered Office of the Bank)*....

3b. FORM OF NOTIFICATION BY THE PURCHASER TO THE BANK
(Applicable for conditional claim pending extension of Bank Guarantee by the Bidder)

To: *(insert Name and Address of the issuing Bank)*

Ref.: Conditional Claim against Bank Guarantee No.....dated
..... for valid up to issued by you on behalf of M/s.*(insert name of the Bidder)*

Dear Sirs,

Please refer to the subject Bank Guarantee executed by you in our favour on behalf of M/s.*(insert name of the Bidder)*, who have submitted this Bank Guarantee to us towards Bid Security against
.... *(insert name of the Package)* ;
Specification No.

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

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

For(Name of the Purchaser)

(AUTHORISED SIGNATORY)

Copy to:
(insert Name and Address of the Bidder)

- You are requested to do the needful so that the amendment to the subject Bank Guarantee extending the validity up to is received by us by.....

4- FORM OF 'NOTIFICATION OF AWARD OF CONTRACT'

Ref. No. :
.....

Date :

To:
(Supplier's Name & Address) Attn : Mr.

Sub.: Notification of Award for "Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15".
Specification No.:

Dear Sir,

1.0 REFERENCE

This has reference to the following:

- 1.1 Our Invitation for Bids (IFB) dated
- 1.2 Bidding documents for the subject package issued to you vide our letter Ref. No. dated
- 1.3 First Packet of your Bid submitted on
- 1.4 Second Packet (Price Part) of your Bid submitted on
- 1.5 Post bid discussions held on

2.0 AWARD OF CONTRACT

We confirm having accepted your Bid read in conjunction with all the specifications, terms & conditions of the Bidding Documents and award on you the Contract for the "Supply and Installation of Bird Diverters" for the subject package.

The scope of work inter-alia includes: Supply, Transportation, Insurance, Installation, Erection, Testing and Commissioning of Bird Diverters as per Technical Specifications.

3.0 CONTRACT PRICE

The total Contract Price for the entire scope of work under this Contract shall be INR (Indian Rupees.....), as per the following break-up:

Sl.No	Name of Item	Unit	Qty	Lum Sum Rate excluding Taxes	Tax %	Tax Amount	Total Amount Including Tax
A	B	C	D	E	F	G	H=E+G
1	Supply and Installation of Bird Flight Diverters (Inclusive of F&I)	Nos	LED Nos- 723(inclusive of 7 Nos to be supplied as Spare Qty) Non LED Nos- 2893(inclusive of 29 Nos to be supplied as spare Qty)				

4.0 PERFORMANCE SECURITY

You are required to furnish a Performance Security for an amount of INR (i.e. equal to 10% of the Contract Price), valid upto ninety (90) days beyond the Defect Liability Period, within 10 days of issuance of this Notification of Award.

5.0 COMPLETION SCHEDULE

The entire work (Supply and Installation) shall be completed within

For the Supply portion: 02(Two) Months from the Date of Award

For the installation and commissioning: Within 07 (Seven) Months from the Date of Award from the date of this Notification of Award.

6.0 CONTRACT AGREEMENT

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

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

Yours faithfully, For and on behalf of

.....(Name of the Purchaser)..... (Authorised Signatory)

.....

5. FORM OF CONTRACT AGREEMENT

~~**[Alternative – a]**~~

SUPPLY OF GOODS & SERVICES CONTRACT AGREEMENT BETWEEN
..... (Name of Purchaser) AND M/s. (Name of Supplier)
~~...../JOINT VENTURE (JV) OF M/s. (Name of Lead Partner).... (THE
LEAD PARTNER OF THE JV) AND M/s.(Name of Other Partner)..... (THE PARTNER OF THE JV)
[Use as applicable]~~

THIS CONTRACT AGREEMENT No. (also referred to as 'the Contract') is made on the day of 20.....

BETWEEN

(1) (Name of Purchaser)..... a company incorporated under the laws of Companies Act 1956 and having its Registered Office at(registered address of the Purchaser) and its Corporate Office at.....(address of the Purchaser)..... (hereinafter called "the Purchaser" and also referred to as ".....(insert abbreviated name of the Purchaser) ")

and

(2) M/s (Name of Supplier), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Supplier) and Registered Office at(Registered address of Supplier) (hereinafter called "the Supplier" and also referred to as ".....(insert abbreviated name of the Supplier) ")

Or

~~Joint Venture (JV) of M/s (Name of Lead Partner) (the Lead Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Lead Partner) and Registered Office at(Registered address of Lead Partner) and M/s (Name of Other Partner) (the Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its Principal place of business at(Address of Other Partner) and Registered Office at(Registered address of Other Partner)..... (hereinafter called "the Supplier" and also referred to as "Joint Venture"/the 'JV'")
(Applicable only in case of Joint Venture)~~

WHEREAS the Purchaser desires to engage the Supplier for the Ex-works supply of goods & SERVICES including Type Testing to be conducted inter-alia including (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project)..... as detailed in the Contract Document, and the Supplier has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference GCC Clause 2.2)

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

VOLUME – A

1. This Contract Agreement and the Appendices thereto.
2. Notification of Award Ref. No. dated

VOLUME – B

3. “Bidding Documents” comprising of the following:
 - (a) Volume –I of Bidding Documents (Document Code No.:), read in conjunction with Amendments to to the Bidding Documents.
 - (b) Volume –II of Bidding Documents (Document Code No.:) comprising of Technical Specifications.

VOLUME – C

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

1.2 Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)

- 1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference GCC Clause 7)

The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of (*amount of currency in words*) (*.....(amount in figures)*), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The

break-up of the Contract price is as under:

Sl.No	Name of Item	Unit	Qty	Lum Sum Rate excluding Taxes	Tax %	Tax Amount	Total Amount Including Tax
A	B	C	D	E	F	G	H=E+G
1	Supply and Installation of Bird Flight Diverters (Inclusive of F&I)	Nos	LED Nos- 723(inclusive of 7 Nos to be supplied as Spare Qty) Non LED Nos- 2893(inclusive of 29 Nos to be supplied as spare Qty)				

2.2 Terms of Payment (Reference GCC Clause 8)

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

Article 3. Effective Date for Determining the Delivery Schedule

3.1 Effective Date (Reference GCC Clause 1)

The Delivery Schedule shall be determined from the date of the Notification of Award i.e., from

Article 4. Appendices

The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.

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

List of Appendices

- Appendix 1 Terms and Procedures of Payment Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements Appendix 4 Delivery Schedule
- Appendix 5 List of Approved SubSuppliers Appendix 6 List of Document for Approval or Review
- Appendix 7 Guarantees, Liquidated Damages for Non-Performance Appendix 8 Contract Co-ordination Procedure
- Appendix 9^ Summary of Detailed Price Break-up Appendix 9A^ Detailed Price Break-up of Price
- Appendix 9B^ Detailed Price Break-up of.....Charges
- Appendix 10^ Integrity Pact

[^ to be appended at the Stage of Contract Award.]

Article 5.

~~The Contract Agreement No. has also been made on the
..... day of 20...., between the Purchaser and the Supplier for the Supply of Goods
& Services Contract (hereinafter referred to as the "Second Contract") for the subject
package which includes performance of all the services interalia including
(Indicate brief scope of work)
..... for the complete execution of the (insert name of Package alongwith
name of the Project).....~~

~~Notwithstanding the award of contract under two separate contracts in the aforesaid
manner, the Supplier shall be overall responsible to ensure the execution of both the
contracts to achieve successful completion and taking over of the Goods by the Purchaser
as per the requirements stipulated in the Contract. It is expressly understood and agreed
by the Supplier that any default or breach under the 'Second Contract' shall automatically
be deemed as a default or breach of this 'First Contract' also and vice-versa and any such
breach or occurrence or default giving the Purchaser a right to terminate the 'Second
Contract' either in full or in part, and/or recover damages there under that Contract,
shall give the Purchaser an absolute right to terminate this Contract at the Supplier's risk,
cost and responsibility, either in full or in part and /or recover damages under this 'First
Contract' as well. However, such breach or default or occurrence in the 'Second Contract'
shall not automatically relieve the Supplier of any of its responsibility/ obligations under
this 'First Contract'. It is also expressly understood and agreed by the Supplier that the
Goods supplied by the Supplier under this 'First Contract' when **Transported to site (to
be suitably modified in case of Supply-cum- supervision package)** by the Supplier
under the 'Second Contract' shall give satisfactory performance in accordance with the
provisions of the Contract.~~

IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly
executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Purchaser	Signed by for and on behalf of the Supplier
..... Signature Signature
..... Title Title
in the presence of	in the presence of

5. FORM OF CONTRACT AGREEMENT

~~[Alternative – b]~~

SUPPLY OF SERVICES CONTRACT AGREEMENT BETWEEN *(Name of Purchaser)*
AND M/s. *(Name of Supplier)* /JOINT
VENTURE (JV) OF M/s. *(Name of Lead Partner)*.... (THE LEAD PARTNER OF THE JV) AND
M/s.*(Name of Other Partner)*..... (THE PARTNER OF THE JV) *[Use as applicable]*

THIS CONTRACT AGREEMENT No. (also referred to as 'the Contract') is made
on the day of 20.....

BETWEEN

(1) *(Name of Purchaser)*..... a company incorporated under the laws of
Companies Act 1956 and having its Registered Office at*(registered address of the Purchaser)*
..... and its Corporate Office at *(address*
of the Purchaser)..... (hereinafter called "the Purchaser" and also referred to as "*.....(insert*
abbreviated name of the Purchaser)")

and

(2) M/s *(Name of Supplier)*, a company incorporated under the laws of
Companies Act 1956 and having its Principal place of business at
.....*(Address of Supplier)* and Registered Office at
.....*(Registered address of Supplier)* (hereinafter called "the
Supplier" and also referred to as "*.....(insert abbreviated name of the Supplier)*")

Or

Joint Venture (JV) of M/s *(Name of Lead Partner)* (the Lead Partner of JV), a
company incorporated under the laws of Companies Act 1956 and having its Principal place
of business at*(Address of Lead Partner)*
..... and Registered Office at*(Registered address of Lead Partner)*
and M/s *(Name of Other Partner)* (the
Partner of JV), a company incorporated under the laws of Companies Act 1956 and having its
Principal place of business at*(Address of Other Partner)*
..... and Registered Office at*(Registered address of Other Partner)*
(hereinafter called "the Supplier" and also referred to as "Joint
Venture"/the 'JV'")
(Applicable only in case of Joint Venture)

WHEREAS the Purchaser desires to engage the Supplier for all the services inter-alia including
..... *(Indicate brief scope of work)* for the complete execution of the
(insert name of Package alongwith name of the Project)..... as detailed in the Contract Document,
and the Supplier has agreed to such engagement upon and subject to the terms and conditions
hereinafter appearing.

NOW IT IS HEREBY AGREED as follows: Article 1. — Contract Documents

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

The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

~~VOLUME – A~~

- ~~1. This Contract Agreement and the Appendices thereto.~~
- ~~2. Notification of Award Ref. No. dated~~

~~VOLUME – B~~

- ~~3. “Bidding Documents” comprising of the following:
 - ~~(a) Volume – I of Bidding Documents (Document Code No.:), read in conjunction with Amendments to to the Bidding Documents.~~
 - ~~(b) Volume – II of Bidding Documents (Document Code No.:) comprising of Technical Specifications.~~~~

~~VOLUME – C~~

- ~~4. Bid Submitted by the Supplier.~~

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

~~1.2 Order of Precedence (Reference GCC Clause 2)~~

~~In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.~~

~~1.3 Definitions (Reference GCC Clause 1/SCC Clause 1)~~

- ~~1.3.1 Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract/Special Conditions of Contract.~~

~~Article 2. Contract Price and Terms of Payment~~

~~2.1 Contract Price (Reference GCC Clause 7)~~

~~The Purchaser hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations hereunder. The Contract Price shall be the aggregate of (amount of currency in words) (.....(amount in figures)), or such other sums as may be determined in accordance with the terms and conditions of the Contract. The break-up of the Contract price is as under:~~

Sl. No.	Price Component	Rate Type	Amount
--------------------	----------------------------	----------------------	-------------------

1.	Supply and Installation of Bird Diverters	Composite Unit Rate	
2.	Freight and Insurance Charges	Service Unit Rate	
Total for Supply of Services Contract			

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

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

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

~~Article 3. Effective Date for Determining the Delivery Schedule~~

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

~~The Delivery Schedule shall be determined from the date of the Notification of Award i.e., from~~

~~Article 4. Appendices~~

~~The Appendices listed in the List of Appendices, as mentioned below, shall be deemed to form an integral part of this Contract Agreement.~~

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

~~List of Appendices~~

- ~~Appendix 1 Terms and Procedures of Payment Appendix 2 Price Adjustment~~
- ~~Appendix 3 Insurance Requirements Appendix 4 Delivery Schedule~~
- ~~Appendix 5 List of Approved SubSuppliers~~
- ~~Appendix 6 List of Document for Approval or Review~~
- ~~Appendix 7 Guarantees, Liquidated Damages for Non-Performance Appendix 8~~
- ~~Contract Co-ordination Procedure~~
- ~~Appendix 9^ Summary of Detailed Price Break-up Appendix 9A^ Detailed Price~~
- ~~Break-up of Charges~~
- ~~Appendix 10^ Integrity Pact~~
- ~~[^ to be appended at the Stage of Contract Award.]~~

~~Article 5.~~

~~The Contract Agreement No. has also been made on the day of20...., between the Purchaser and the Supplier for the Supply of Goods Contract (hereinafter referred to as the "First Contract") for the subject package which includes Ex works supply of Goods including Type Testing to be conducted interalia including (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project).....~~

~~Notwithstanding the award of contract under two separate contracts in the aforesaid manner, the Supplier shall be overall responsible to ensure the execution of both the contracts to achieve successful completion and taking over of the Goods by the Purchaser as per the requirements stipulated in the Contract. It is expressly understood and agreed by the Supplier that any default or breach under the 'First Contract' shall automatically be deemed as a default or breach of this 'Second Contract' also and vice versa and any such breach or occurrence or default giving the Purchaser a right to terminate the 'First Contract' either in full or in part, and/or recover damages there under that Contract, shall give the Purchaser an absolute right to terminate this Contract at the Supplier'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 Supplier of any of its responsibility/ obligations under this 'Second Contract'. It is also expressly understood and agreed by the Supplier that the Goods supplied by the Supplier under the 'First Contract' when transported to site **(to be suitably modified in case of Supply-cum-supervision package)** by the Supplier under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.~~

~~IN WITNESS WHEREOF the Purchaser and the Supplier have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.~~

<p>Signed by for and on behalf of the Purchaser</p> <p>..... Signature</p> <p>..... Title</p> <p>in the presence of</p>	<p>Signed by for and on behalf of the Supplier</p> <p>..... Signature</p> <p>..... Title</p> <p>in the presence of</p>
-------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of GCC Clause 8 (Terms of Payment), the Purchaser shall pay the Supplier in the following manner and at the following times, on the basis of the Price Breakdown given in the section on price schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. The Supplier may make applications for payment in respect of part deliveries as work proceeds.

1. TERMS OF PAYMENT

The Contract Price is structured into one component as per the Bill of Quantities (BoQ):

- For Supply and Installation of Bird Diverters, Inclusive of F&I (Lum sum Rate, i.e. LS Rate).

In addition to the Conditions stipulated under GCC Clause 8, the following terms & Conditions will apply.

1.1 Supply & installation Portion

- A. It would be mandatory for Supplier to submit Performance Securities in line with GCC Clause 9.3 within ten (10) days of issuance of NOA.

B Progressive Payment

i) **On Supply Completion**

Thirty percent (30%) of the contract value shall be paid progressively after receipt of the Goods at site and on submission of documents indicated hereinunder:

- (a) Evidence of dispatch (R/R or receipted L/R)
- (b) Supplier's **GST invoice, claim** & packing list identifying contents of each shipment.
- (c) Insurance policy/certificate
- (d) Manufacturer's/Supplier's guarantee certificate of Quality.
- (e) Material Inspection Clearance Certificate (MICC) for dispatch issued by the Purchaser's representative and the Supplier's factory inspection report.
- (f) Test certificate
- (g) ~~the details of items, components, raw materials, services etc. procured/availed from MSEs, if any, for the preceding 6 months, in respect of all the contracts in the respective executing Region of RECPDCL as per format enclosed at Section VI, Forms, Volume I of the bidding documents.~~
- (h) Performance Securities in line with GCC Clause 9.3

ii) **On Installation Completion**

Twenty percent (20%) of the contract value shall be paid upon successful erection/installation of Fifty Percent (50%) of the total Bird Diverters on the transmission line, subject to certification by the Engineer-in-Charge.

Rest Fifty percent (50%) of the contract value shall be paid upon successful erection/installation of the remaining Fifty Percent (50%) of the total Bird Diverters on the transmission line, subject to certification by the Engineer-in-Charge.

1.4 Payment towards Price adjustment [**NOT APPLICABLE**]

1.5 Payment towards Taxes and Duties

Taxes and duties applicable as per Indian Tax laws, **concerning Supply of Goods and Services** in respect of transaction between the Purchaser and the Supplier, **shall be reimbursed by the Purchaser as follows:**

(a) In case of Ex-works supply of goods & services, GST shall be reimbursed along with progressive payment schedule on submission of Tax invoices.

(d) ~~100% GST reimbursable on account of increase in Contract price due to price adjustment shall be reimbursed along with the 90% payment of the Price adjustment amount.~~

All GST payment ~~except GST applicable on advance~~ shall be against GST invoices/debit notes raised by the Supplier as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard.

In the event that the Supplier fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Purchaser shall not be liable to make any payment against such invoice/debit note. ~~Reimbursement of GST payment against Advance payment shall be against proforma invoice(s). Further, the Supplier shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Purchaser, as prescribed under the GST Law.~~

Payment towards taxes & duties shall be released by the Purchaser directly to the Supplier.

2. PAYMENT PROCEDURES

2.1 Method of Payment

The Purchaser shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Supplier, complete in all respects and supported by the requisite documents and fulfillment of stipulated conditions, if any. All the payment shall be released to the Supplier directly.

All payments to be made directly to the Supplier shall be made by the Purchaser through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the Contract.

--- End of Appendix-1 ---

PRICE ADJUSTMENT

The prices shall remain firm and fixed during the execution of the Contract.

--- End of Appendix-2 ---

INSURANCE REQUIREMENTS

Insurances to be taken out by the Supplier

In accordance with the provisions of GCC Clause 28, the Supplier shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Purchaser, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Supplier of his risks and liabilities under the provisions of GCC Clause 28. However, in such a case the Supplier shall be required to furnish to the Purchaser documentary evidence from the insurer in support of the insurer's inability as aforesaid.

- (a) Marine Cargo Policy/Transit Insurance Policy: (I)(i) Marine Cargo policy for imported equipment

The Supplier shall take the Marine Cargo Policy for Goods to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Goods. The policy shall cover movement of Goods from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Goods from the Supplier's/Sub-supplier's works or stores until arrival at project's warehouse/ store at final destination. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

- (I)(ii) Transit Insurance Policy for indigenous equipment

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Goods supplied from within India. The policy shall cover movement of Goods from the manufacturer's works to the project's warehouse at final destination site. The perils required to be covered under the insurance shall include, but not be limited to, fire and allied risks, miscellaneous accidents, workman compensation risks, loss or damage in transit, theft, pilferage, riots and strikes and malicious damages, civil commotion, weather conditions, accidents of all kinds, war risks (as far as insurable) etc. Inland Transit Clause (ITC) 'A' alongwith Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Amount	Deduc- tibl Limits	Parties insured	From	To

120% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Goods to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate and 120% of Ex-work Price of all the Goods to be supplied from within India plus GST, if additionally payable.	Nil	Supplier & Purchaser	Mfrs ware-house	Project's ware-house store at final destination
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----	----------------------	-----------------	-------------------------------------------------

- (II) If during the execution of Contract, the Purchaser requests the Supplier to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Supplier shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Supplier on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Supplier shall take the policy in the joint names of Purchaser and the Supplier. The policy shall indicate the Purchaser as the beneficiary. However, if the Supplier is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Purchaser as jointly Insured in the endorsements to the open policy.
- (IV) The scope of such insurance shall be adequate to cover the replacement/reinstatement cost or 120% of CIF/Ex-Works cost whichever is higher, of the Goods for all risks upto and including delivery of Goods on final destination site basis and shall also cover customs duty on merit rate, inland transportation and other costs till the Goods are delivered at site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. The Purchaser shall recover the payments made except advance and the balance amount shall be released to the Supplier. Notwithstanding the extent of the insurance cover and the amount of claim available from the underwriters, the Supplier shall be liable to make good the full replacement/rectification of all Goods/Materials and to ensure their availability as per project requirements. The Supplier shall be authorized to deal directly with the insurance company.

The Purchaser shall be named as co-insured under all insurance policies taken out by the Supplier pursuant to GCC Sub-Clause 28.1. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

--- End of Appendix-3 ---

TIME SCHEDULE

1. The Delivery Schedule shall be as follows:

Sl. No.	Activities	Duration in months from the effective date of Contract		Approx. rate of supplies
		Commencement	Completion	
Delivery of Goods by the Supplier at final destination site for :				
1.	Supply and Installation of Bir Diverters for 220kV S/C Phyang t Diskit Transmission Line under PMDP Scheme-15	For the Supply portion: 02(Two) Months from the Date of Award For the installation and commissioning: Within 07 (Seven) Months from the Date of Award		

- 1.1 The activity(ies) under the Supplier'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, transportation to site and Taking Over etc. of the Goods or specific part thereof (where specific parts are specified in SCC). The network shall conform to the above Project Completion Schedule.

This master network will be discussed and agreed before Award in line with above, engineering drawing and data submission schedule shall also be discussed and finalised before Award. Liquidated damages for delay at rates specified in Clause 21 of GCC shall be applicable beyond the date specified above.

- 1.2 The Purchaser 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 Purchaser as per the requirement specified in Technical Specifications, which shall form a part of the Contract.
- 1.4 Time Schedule/ Delivery Schedule for Completion is the essence of Contract.**

--- End of Appendix-4 ---

LIST OF APPROVED SUBCONTRACTORS

Prior to award of Contract, the following details shall be completed indicating those sub-contractors proposed by the Bidder by Attachment to its bid that are approved by the Purchaser for engagement by the Supplier during the performance of the contract.

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Supplier is free to choose between them, but it must notify the Purchaser of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 15.1, the Supplier 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 Purchaser and their names have been added to this list of Approved Subcontractors.

Item of Goods	Approved Subcontractors	Nationality

--- End of Appendix-5 ---

LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

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

A. Approval 1.

2.

3.

B. Review 1.

2.

3.

Note :

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

--- End of Appendix-6 ---

GUARANTEES, LIQUIDATED DAMAGES FOR NON – PERFORMANCE

As per relevant SCC, GCC and Technical Specification clause.

--- End of Appendix-7 ---

6. PERFORMANCE SECURITY FORM

(For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc)in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No.

Date.....

NOA/Contract No.....

.....*[Name of Contract]*.....

To: *[Name and address of the Purchaser]*

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract")

vide Notification of Award issued on *(insert date of the notification of award)*....by you to M/s *(Name of Supplier)*..... ,

(OR)

signed on*(insert date of the Contract)*..... between you and M/s *(Name of Supplier)*..... ,

having its Principal place of business at*(Address of Supplier)* and Registered Office at*(Registered address of Supplier)* ("the Supplier") concerning *(Indicate brief scope of work)* for the complete execution of the *(insert name of Package alongwith name of the Project)*.....

By this letter we, the undersigned,*(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of..... and having its Registered/Head Office at*(insert address of registered office of the bank)*..... do hereby irrevocably guarantee payment to you up toi.e., **Ten percent (10%)** of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier 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 Supplier to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Goods i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____(value in figures) _____[_____(value in words)_____].
2. This Bank Guarantee shall be valid upto _____(validity date)_____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____(validity date)_____.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____ Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____

Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email_____

Note:

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
2. **The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]: "This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."**
3. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

"This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank."

7. BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Not Applicable

8. FORM OF TAKING OVER CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Supplier) Dear Ladies and/or Gentlemen,

Pursuant to GCC 20.4 (Taking Over) of the General Conditions of the Contract entered into between yourselves and the Purchaser dated.....for *(insert Contract name)*..... we hereby notify you that the following Goods and Related Services have been used in the Facilities *(insert brief description of the facilities)* which were successfully commissioned on the date specified below, and that, in accordance with the terms of the Contract, the Purchaser hereby takes over the said Goods:

Date of Commissioning of the Facilities :.....

This letter is being issued to you as a confirmation of final acceptance of the Goods and does not relieve you of your obligations during the Defects Liability Period in accordance with the Contract.

Very truly yours,

Title
(Project Manager)

9. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.....

Dated:.....

To: *[Name and address of the Purchaser]*

Dear Sirs,

Sub.: Extension of Bank Guarantee No. dated for
....., issued to you on behalf of M/s*(insert name of the Supplier)*
..... in respect of Contract No. dated for
(insert name of the Package alongwith the Project name)..... (hereinafter called original
Bank Guarantee).

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

Please treat this as an integral part of the original Guarantee to which it would be attached.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.

10. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE [NOT APPLICABLE]

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder have formed a Joint Venture under the laws of and having our Registered Office(s)/Head Office(s) at.....(hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s being the Partner in-charge do hereby constitute, nominate and appoint M/s.....a Company incorporated under the laws of.....and having its Registered/Head Office at as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification NoPackage the bids for which have been invited by(insert name of the Purchaser alongwith address) (hereinafter called the 'Purchaser') to undertake the following acts :

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

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

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

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

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

for and on behalf of the Partners of Joint Venture

.....
.....
.....

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

1. Signature.....
Name
Designation
Occupation

2. Signature.....
Name
Designation
Occupation

Note :

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

11. FORM OF UNDERTAKING BY THE JOINT VENTURE PARTNERS [NOT APPLICABLE]

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

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

AND WHEREAS the Purchaser invited bids as per the above mentioned Specification for the design, manufacture, supply and delivery of goods on final destination site basis, as stipulated in the Bidding Documents for (*insert name of the package alongwith project name*)

AND WHEREAS Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS forming part of the Bidding Documents, inter-alia stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria in Annexure-A to BDS, as applicable may bid, provided, the Joint Venture fulfills all other requirements under Clause 9.3 (c) of ITB and Qualification Criteria in Annexure-A to BDS and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

The above clause further states that this Undertaking shall be attached to the bid and the Contract performance guarantee will be as per the format enclosed with the Bidding Documents without any restrictions or liability for either party.

AND WHEREAS the bid is being submitted to the Purchaser vide proposal No.....dated by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Clause 9.3, Section-ITB and BDS (documents establishing the Qualification of Bidder) & Qualification Criteria in Annexure-A to BDS, has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking

do hereby declare and undertake:

1. In requirement of the award of the Contract by the Purchaser 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 Purchaser for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the goods in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Purchaser suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the goods in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Purchaser can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Purchaser.
4. The financial liability of the Parties of this Deed of Undertaking to the Purchaser, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated in Appendix – I (*to be suitably appended by the Parties alongwith this Undertaking in its bid*) to this Deed of Undertaking. It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.
6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Purchaser in the currency/currencies

of the Contract.

9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Purchaser discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

Name Designation

..... Signature

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

(Signature of the authorized
representative)

WITNESS :

I.

II.

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

For Party No.-2
For and on behalf of
M/s.....

.....

(Signature of the authorized representative)

Designation Signatur

..... WITNESS :

I.

II.

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

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

.....

Designation

(Signature of the authorized representative)

Signature

WITNESS :

I.

II.

Note :

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

12. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____(insert Name & Address of the Supplier) _____who have submitted their bid to(insert name of the Purchaser)..... against their tender specification Vide ref. No. for.....(insert name of the package alongwith the project name) is our customer for the past.....years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

Sl. No.	Type of Facility	Sanctioned Limit as on Date	Utilisation as on Date

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

Signature _____

Name of Bank _____

Name of Authorised Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

13. FORM OF MATERIAL ACCEPTANCE CERTIFICATE

Date.....

Name of Contract.....

Contract No.....

To :

(Name and address of the Supplier) Dear Ladies and/or Gentlemen,

Pursuant to GCC 20.1 of the General Conditions of the Contract entered into between yourselves and the Purchaser dated for
(insert Contract name)..... we hereby notify you that the delivery of following Goods has been completed at final destination site on the date specified below:

Sl. No.	Description of Goods	Date of Delivery

This letter is being issued to you as a confirmation of acceptance of the Goods by the Purchaser and the Purchaser hereby takes the responsibility for care and custody and the risk of loss thereof on the date mentioned above.

This letter does not relieve you of your other obligations including the obligations during the Defects Liability Period in accordance with the Contract.

Very truly yours,

Title
(Project Manager)

14. FORM FOR INFORMATION TO BE FURNISHED BY THE SUPPLIER IN RESPECT OF THE PROCUREMENT MADE FROM MSE VENDORS

Pursuant to GCC Clause No. 15.4 , We hereby furnish the following information regarding the procurement made by us form Micro and Small Enterprises (MSEs) directly or through our sub-suppliers/sub-vendors as per the details given herein below:

Sl. No.	Contract Agreement No.	Name of Contractor /Supplier*	Item Description as per contract Agreement	Qty	Total Value (In Rs.)	Executing Region	Items/components/raw materials sourced from MSE vendor for production of item at column 4	Total Value of the items/components/raw materials used for item at column 9 (In Rs.)	Name MSE Vendor	Category (only Micro or Small)	Whether MSE owned by persons belonging to SC/ST category
1	2	3		5	6		8	9	10	11	12

Further, we hereby declare and confirm that the information mentioned above is correct and complete to best of our knowledge and the category of MSE vendors, as mentioned in the table above, has been ascertained at our end.

Note:

1. The Contractor/Supplier* shall be required to furnish the aforesaid information (contract-wise) on semi-annual basis i.e for period from 1st April to 30th September and from 1st October to 31st March for each Financial Year.
2. ~~Submission of aforesaid information for the preceding 6 months, in respect of all the contracts in the respective executing Region of RECPDCL, shall be a condition for processing of bills by RECPDCL for payment after 30th September /31st March, as the case may be.~~
3. Only those items of Contract Agreement may be included which involve sourcing of items/components/raw materials/ services from MSEs.

15. FORM FOR UNDERTAKING FOR EXTENDED WARRANTY PERIOD _____
(Not Applicable to this tender)

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

This DEED OF UNDERTAKING executed this day of Two Thousand by M/s a Company incorporated under having its Registered Office at (hereinafter called the "The Bidder" which expression shall include its successors, administrators, executors and permitted assigns), in favour of (*insert name of the Employer*), a Company incorporated under the Companies Act of 1956 having its registered office at (*insert registered address of the Employer*)..... (hereinafter called the "Employer" which expression shall include its successors, executors and permitted assigns)

WHEREAS the "Employer" invited Bid as per its Specification No. for the execution of (*insert name of the package along with project name*).....

AND WHEREAS Clause No. 1.1 (a) (iii) of Annexure A(BDS), Vol. I, forming part of the Bidding Documents inter alia stipulates that if the Qualified Manufacturer is not meeting the stipulated two years operational experience requirements specified at 1.1 a(i) of Annexure A(BDS), Vol. I, he shall furnish a legally enforceable undertaking for extended warranty period specified under the package along with the Bid.

AND WHEREAS the Bidder has submitted its Bid to the Employer vide Proposal No. dated and has agreed to furnish this Deed of Undertaking to be enforceable in the event of the award of the Contract by the Employer.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

1. In consideration of the award of Contract by the Employer to the Bidder (hereinafter referred to as the "Contract") the Bidder do hereby declare that he shall be bound unto the (*insert name of the Employer*), for the successful performance of the equipment and shall be fully responsible for the design, manufacture, testing, supply on FOR destination delivery at site basis, and successful performance of the equipment in accordance with the Contract Specifications.
2. Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Bidder, in the event of award, hereby agrees to provide warranty obligations for additional period of **02 (two) years** for the entire quantity to be supplied under subject package.
3. This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the Courts in Delhi shall have exclusive jurisdiction in all matters arising under the Undertaking.

IN WITNESS WHEREOF the Bidder has through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For the Bidder)

Signature Name-

(Signature of the authorized representative)

..... Office Address

Name

.....

Common Seal of Company

WITNESS

Signature Name-

..... Office Address

.....

Note:

1. ~~The non-judicial stamp papers of appropriate value shall be purchased in the name of executants parties.~~
2. ~~The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.~~
3. ~~This Deed of Joint Undertaking duly certified by the Company Secretary shall be submitted alongwith the bid. Further, the Deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executant(s)~~

16. FORM OF JOINT DEED OF UNDERTAKING BY THE LICENSOR ALONGWITH THE BIDDER

[NOT APPLICABLE]

THIS DEED OF UNDERTAKING executed this day of Two Thousand and by M/s....., a Company incorporated under the laws of and having its Registered Office at (hereinafter called the “Licensor” which expression shall include its successors, executors and permitted assigns), and M/s., a Company incorporated under the laws of having its Registered Office at (hereinafter called the “Bidder”/”Supplier” which expression shall include its successors, executors and permitted assigns) in favour of (*insert names of the Purchaser*), a Company incorporated under the Companies Act of 1956 having its registered office at(*insert registered address of the Purchaser*)..... (hereinafter called the “Purchaser” which expression shall include its successors, executors and permitted assigns)

WHEREAS the “Purchaser” invited Bid as per its Specification No. for design, manufacture, testing and supply of.....(*insert rating and name of the Goods*).....on final destination site basis for(*insert name of the package alongwith name of the project*).....

AND WHEREAS Clause No., Section, of, Vol.-... forming part of the Bid Documents inter-alia stipulates that the Bidder alongwith the Licensor must fulfill the Qualifying Requirements and be jointly and severally bound and responsible for the successful performance of the Contract in the event the Bid submitted by the Bidder is accepted by the Purchaser resulting in a Contract.

AND WHEREAS the Bidder has submitted its Bid to the Purchaser vide Proposal No. dated..... based on Licensee of the Licensor.

NOW THEREFORE THIS UNDERTAKING WITNESSETH as under:

- 1.0 In consideration of the award of Contract by the Purchaser to the Bidder (hereinafter referred to as the “Contract”) we, the Licensor and the Bidder/Supplier do hereby declare that we shall be jointly and severally bound unto the (*insert name of the Purchaser*) , for the successful performance of the Contract and shall be fully responsible for the design, manufacture, testing, supply on final destination delivery at site basis and successful performance of package(s) in accordance with the Contract Specifications.
- 2.0 Without in any way affecting the generality and total responsibility in terms of this Deed of Undertaking, the Licensor in particular hereby agrees to depute their technical experts to the Supplier’s Works as considered necessary by the Purchaser, Supplier and the Licensor to ensure proper design, manufacture, Quality Management, testing, supply on final destination delivery at site basis and successful performance of the goods in accordance with Contract Specifications and if necessary the Licensor shall advise the Supplier suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the Contract.

- 3.0 This Deed of Undertaking shall be construed and interpreted in accordance with the laws of India and the courts in Delhi shall have exclusive jurisdiction in all matters arising under the undertaking.
- 4.0 As a security, the Licensor shall apart from the Supplier's performance guarantee, furnish a Contract Performance Guarantee from its Bank in favour of the Purchaser in a form acceptable to the Purchaser. The value of such guarantee shall be equal to **03%** of value of the Contract awarded by the Purchaser to the Supplier and it shall be part of guarantee towards the faithful performance/compliance of this Deed of Undertaking in terms of the Contract. The Guarantee shall be unconditional, irrevocable and valid for the entire period of the Contract, namely till the end of the Defect Liability Period of under the Contract. The Bank Guarantee amount shall be payable to the Purchaser on demand without any reservation or demur.
- 5.0 We, the Licensor and the Bidder/Supplier confirm that the licensee agreement shall be valid for a period of atleast five (5) years after the guarantee period of the goods to be supplied under the Contract.
- 6.0 We, the Licensor and the Bidder/Supplier agree that this undertaking shall be irrevocable and shall form an integral part of the Contract and further agree that this undertaking shall continue to be enforceable till the Purchaser discharges it. It shall become operative from the effective date of Contract.

IN WITNESS WHEREOF the Licensor and the Bidder/Supplier have through their Authorised Representatives executed these presents and affixed Common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESS

(For Licensor)

Signature

(Signature of the authorized representative)

Name Office Address
.....

Name

Common Seal of Company

.....

WITNESS

(For Bidder)

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

(Signature of the authorized representative)

Name

Common Seal of Company

.....

Note:

1. For the purpose of executing the Deed of Joint Undertaking, the non-judicial stamp papers of appropriate value shall be purchased in the name of executant(s).
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.
3. This Deed of Joint Undertaking duly attested by Notary Public of the place(s) of the respective executant(s), shall be submitted alongwith the bid.
4. In case the bid is submitted by a Joint Venture (JV) of two or more firms as partners, then the Joint deed of undertaking shall be modified accordingly.

17. FORM OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (TO BE SUBMITTED BY LICENSOR)

[NOT APPLICABLE]

(For the purpose of verification/confirmation of this Bank Guarantee by the Purchaser, the Bank shall indicate 2 official email ids of the authorized signatories from Issuing Branch and also of the designated higher office (Corporate Office, Zonal Office etc) in the covering letter of the Bank forwarding the Bank Guarantee.)

Bank Guarantee No. Date..... Contract

No.....

.....[Name of Contract].....

To: [Name and address of the Purchaser]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on(insert date of the Contract)..... between you and M/s (Name of Supplier)....., having its Principal place of business at(Address of Supplier) and Registered Office at..... (Registered address of Supplier) ("the Supplier") concerning (Indicate brief scope of work) for the complete execution of the (insert name of Package alongwith name of the Project).....

Whereas, M/s. (Name of Supplier)....., having its Principal place of business at(Address of Supplier) and Registered Office at(Registered address of Supplier)..... (hereinafter referred to as the "Supplier") has agreed to supply the@..... as a Licensee of M/s. (Name of Licensor) , having its Principal place of business at(Address of Licensor) and Registered Office at(Registered address of Licensor) (hereinafter referred to as the "Licensor"), as a pre-requisite for qualification of the Bidder/Supplier and have submitted a deed of joint undertaking declaring that they are jointly and severally bound and responsible for the successful performance of the said goods in accordance with the Contract Specifications and that the Collaborator having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to **(03%) three percent** of the cost of@ to be supplied by the Supplier under the Contract, in addition to Contract Performance Guarantee equivalent to **3% (three per cent)** of the value of the Contract to be provided by the Supplier for the faithful performance of the entire Contract.

By this letter we, the undersigned,(insert name & address of the issuing bank), a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of..... and having

its Registered/Head Office at(*insert address of registered office of the bank*)..... do hereby irrevocably guarantee payment to you up to i.e., three percent (03%) of the cost of@..... to be supplied by the Supplier under the Contract until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of..... (*dd/mm/yy*).

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier 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 Supplier to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This letter of Guarantee shall remain in full force and shall be valid from the date of issue until ninety (90) days beyond the Defect Liability Period of the Goods i.e. upto and inclusive of (*dd/mm/yy*) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. on whose behalf this Letter of Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Licensor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

“Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (*value in figures*) [_____ (*value in words*) _____].

2. This Bank Guarantee shall be valid upto _____ (*validity date*) _____.

3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before ____(*validity date*) ____."

For and on behalf of the Bank [*Signature of the authorised signatory(ies)*]

Signature_____

Name_____

Designation_____

POA Number_____

Contact Number(s): Tel._____Mobile_____

Fax Number_____

email_____

Common Seal of the Bank_____

Witness:

Signature_____Name__

Address_____

Contact Number(s): Tel._____Mobile_____

email_____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. @ Insert name of the Goods
4. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC Publication No. 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

Quote

This guarantee is subjected to uniform Rules for Demand Guarantee, ICC publication No. 758

except that article 15(a) is hereby excluded.

Unquote

5. At the time of issuance of the Bank Guarantee (including its extensions) through SFMS facility, the issuing bank will input the IFSC code of Beneficiary Bank as mentioned at GCC clause 9.4 in SCC in their Trade Finance Portal.

Additional paragraph regarding issuance of the Bank Guarantee through SFMS Platform (if applicable), the following should be added at the end of the proforma of the Bank Guarantee [i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee]:

“This Guarantee has been issued using SFMS Platform and the requisite communication in this regard has been forwarded to the Beneficiary Bank.”

OTHER IMPORTANT TERMS AND CONDITIONS

- 1) If the bidder resorts to unethical practices inter-alia including misrepresentation of facts, submission of false and/or forged details/ documents/ declaration as above, the bidder may be debarred from the participation in Purchaser's tenders for a period of 1 to 3 years, as considered appropriate and its Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate inter-alia considering bid submitted by the Bidder in future packages as non-responsive.
- 2) Any bid not accompanied by a bid security or an acceptable bid security, except as exempted at BDS, shall be rejected by the Purchaser as being nonresponsive.
- 3) No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder's bids in future packages being considered non-responsive.
- 4) The Purchaser may request the Bidder to withdraw any of the deviations listed in the winning bid.
At the time of Award of Contract, if so desired by the Purchaser, the bidder shall withdraw the deviations at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and the bids submitted by such Bidder in future packages will be considered non-responsive.
- 5) In case the Contractor fails to submit the performance security within the duration stipulated in bidding document, the Purchaser, without prejudice to any other rights or remedies it may possess under the Contract, may consider the bid submitted by the Contractor in future packages as non-responsive and/or may terminate the Contract.
- 6) **Bidders may note that they have to quote amount for complete scope (i.e. Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15) and offers for incomplete scope shall be rejected.**
- 7) The breakup of all costs in the format provided in Bill of Quantity (BoQ) shall be provided **after opening of price bids** by all bidders mandatorily through email to vijay.kulkarni@recpdcl.in, vivek.verma@recpdcl.in or ladakh.transmission@recpdcl.in. Further, breakup of **supply** shall also be provided **after opening of price bids** (wherever applicable).
- 8) **Bidder shall NOT submit breakup before opening of price bids else it may lead to rejection of his bid.**

Volume-II

Test Procedures for Bird Flight Diverters

1 Visual Examination Test

Bird diverter assemblies shall be visually examined for general finish and good workmanship.

2 Verification of Dimensions

The dimensions of the bird diverter assembly, including area of warning disc, reflective area and glow-in-dark area, shall be checked against approved drawings and requirements given in the technical specification.

3 Mechanical Strength Test

Following Mechanical Strength Tests shall be carried out: –

a) Direct Pull test

The clamp of the completely assembled Bird diverters shall be subjected to a load equal to 50% of the specified load of 500 N (using Universal Testing machine) which shall then be increased at a steady rate to 67% of the specified load. The load shall be held for five minutes and then removed. After removal of the load, the assembly and its components shall not show any visual deformation and it shall be possible to disassemble them. The clamp shall then be re-assembled and loaded to 50% of specified load. The load shall be further increased at a steady rate to the maximum load of 500 N and shall be held for one minute. No damage /deformation should occur during this period. The applied load shall then be gradually increased until the failing load is reached and the value shall be recorded.

b) Clamp Slip Test/Grip Retaining Strength test

The test shall be carried out as per IEC 61854 (Fig. 1a). The OPGW, free of any defects or damage, shall be tensioned to 20% of its rated tensile strength. By means of a suitable device (see fig. 1a of IEC 61854), load shall be applied to the clamp along the axis of the OPGW and shall be gradually increased (not faster than 100 N/s) until it reaches the specified minimum slip load of 250 N. The load shall be kept constant for one minute. The movement of the clamp relative to its original position on the OPGW shall be observed. The clamp should not slip more than 10 mm and there should not be any damage / deformation of the bird diverter and the earth wire/OPGW. Thereafter, the load shall be increased gradually in steps of 25 N and shall be kept constant for one minute at each step. The slippage at each step shall be recorded. The process shall be continued till the slippage is observed to be more than 10 mm from its previous position and the corresponding load shall be recorded.

4 Vibration Test

The tests shall be conducted in a laboratory set up with a minimum effective span length of 30 m for OPGW separately. The OPGW shall be tensioned at 25% of its Ultimate Tensile Strength (UTS). Constant tension shall be maintained within the span by means of lever arm arrangement. The span shall be equipped with vibration inducing equipment suitable for producing steady standing vibration. The inducing equipment shall have facilities for stepless speed control as well as stepless amplitude arrangement. Equipment shall be able to measure the frequency, cumulative number of cycles and amplitude of vibration at any point along the span.

Four number of Bird Diverters shall be clamped to the OPGW in and around the middle of the test span. These bird diverters shall be free to vibrate and shall not be re-torqued or adjusted between the tests. The frequency of vibration is so chosen as to get an odd number of loops. The shaker shall be positioned at least two loops away from the test specimens to allow free movement of the OPGW close to the test specimens. The OPGW shall be connected to the shaker and vibrated to an amplitude such that

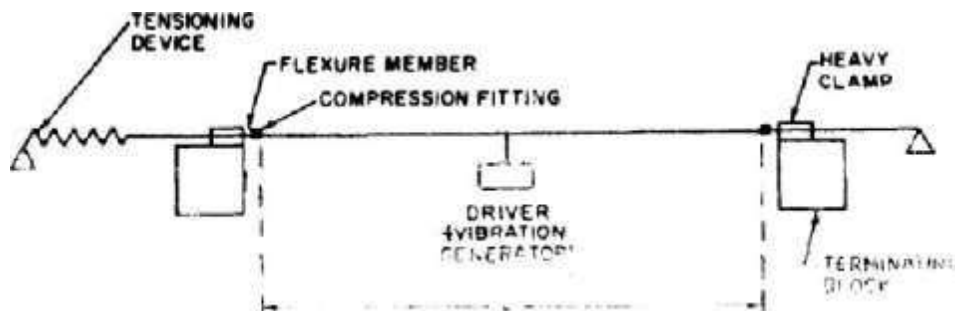
$$f^{1.8} Y_{\max} > 1000 \text{ mm/sec.}$$

Where Y_{\max} being the antinode displacement (mm) and f is the test frequency (Hz).

The test frequency shall be greater than 24 Hz and the total number of cycles shall be more than 10 million. The bird diverter shall withstand the vibration test without slipping on the OPGW, loosening, damage or failure of components parts.

After the completion of test, the same bird diverter shall be subjected to mechanical strength test (direct pull test & clamp slip test) as per the procedure given above and the sample shall be able to withstand the tests without damage/ deformation.

A representative diagram of test assembly is given below.



5 Temperature Cycle Test

The complete bird diverter assembly shall be quickly and completely immersed, without being placed in an intermediate container, in a water bath maintained at a temperature of **85°C** and left submerged at this temperature for 15 minutes. The sample then shall be withdrawn and quickly & completely immersed, without being placed in an intermediate container, in the cold-water bath maintained at a temperature of **-45°C** where it shall remain for 15 minutes. The sample shall be subjected to 10 such cycles.

The time taken to transfer from either bath to the other shall be as short as possible and never exceed 30 seconds. The quantity of water in the test tanks shall be sufficiently large for the immersion of the samples so as not to cause a temperature variation of more than $\pm 5^{\circ}\text{C}$ in the water.

After completion of 10 cycles, the sample shall be examined to verify that the samples have not deformed/ damage.

After the completion of test, the same bird diverter shall be subjected to mechanical strength test (direct pull test & clamp slip test) as per the procedure given above and the sample shall be able to withstand the tests without damage/ deformation.

6 Corrosion Resistance Test

Salt fog (at 5% salt solution) and Humidity test (at 90% Rh) as per procedure in accordance with MIL-STD 810F (method 509.4 and Method 507.4).

After the completion of test, the same bird diverter shall be subjected to mechanical strength test (direct pull test & clamp slip test) as per the procedure given above and the sample shall be able to withstand the tests without damage/ deformation.

7 Ageing Test

Solar radiation test & sand and dust test as per procedure in accordance with MIL- STD 810F (Method 505.4 proc II and 510.4 proc I).

After the completion of test, the same bird diverter shall be subjected to mechanical strength test (direct pull test & clamp slip test) as per the procedure given above and the sample shall be able to withstand the tests without damage/ deformation.

Annexure-II
Details of BFD Installation

SL No	Location No	Type of Tower	Span	Bird Diverter Calculation			Diverters Required	Village
				Distance to be left both side	Balance Span	Distance between diverters		
	Phyang-North Pullu Line							
1	117/0	DC+0	168.61	100	68.61	10	7	
2	118/0	DD+3	166.69	100	66.69	10	7	
3	118A/0	DD+3	243.44	100	143.44	10	15	
4	119/0	DD+6	359.96	100	259.96	10	26	
5	120/0	DD+9	700.68	100	600.68	10	61	
6	123/0	DD+6	279.74	100	179.74	10	18	
7	124/0	DD+6	463.16	100	363.16	10	37	
8	125/0	DC+6	251.75	100	151.75	10	16	
9	126/0	DB+0	292.58	100	192.58	10	20	
10	127/0	DD+3	359.21	100	259.21	10	26	
11	128/0	DC+6	266.38	100	166.38	10	17	
12	129/0	DC+0	337.30	100	237.30	10	24	
13	130/0	DB+0	203.71	100	103.71	10	11	
14	131/0	DB+0	402.06	100	302.06	10	31	
15	132/0	DB+3	368.85	100	268.85	10	27	
16	133/0	DD+0	213.09	100	113.09	10	12	
17	134/0	DC+0	146.62	100	46.62	10	5	
18	135/0	DD+0	486.97	100	386.97	10	39	
19	136/0	DB+6	340.36	100	240.36	10	25	
20	137/0	DD+6	292.12	100	192.12	10	20	
21	138/0	DB+0	377.08	100	277.08	10	28	
22	139/0	DB+9	335.22	100	235.22	10	24	
23	140/0	DD+9	265.46	100	165.46	10	17	
24	141/0	DC+6	300.54	100	200.54	10	21	
25	141A/0	DD+9	176.88	100	76.88	10	8	
26	141B/0	DB+9	319.62	100	219.62	10	22	

North Pullu

27	141C/0	DB+9							
			228.82	100	128.82	10	13		
28	141D/0	DB+9							
			321.27	100	221.27	10	23		
29	141E/0	DB+6							
			340.97	100	240.97	10	25		
30	142/0	DD+9							
	North Pullu - Diskit Line								
31	1001	DD+9							
			523.51	100	423.51	10	43		
32	1002	DD+9							
			274.45	100	174.45	10	18		
33	1003	DD+0							
			342.06	100	242.06	10	25		
34	1004	DC+0							
			386.92	100	286.92	10	29		
35	1005	DD+3							
			247.51	100	147.51	10	15		
36	1005/1	DD+9							
			320	100	220.00	10	22		
37	1006	DB+0							
			351.85	100	251.85	10	26		
38	1007	DB+3							
			360.01	100	260.01	10	27		
39	1008	DB+0							
			319.37	100	219.37	10	22		
40	1009	DB+9							
			320.2	100	220.20	10	23		
41	1010	DD+9							
			320	100	220.00	10	22		
42	1011	DD+9							
			407.03	100	307.03	10	31		
43	1012	DB+9							
			373.31	100	273.31	10	28		
44	1013	DC+9							
			336	100	236.00	10	24		
45	1014	DD+9							
			451	100	351.00	10	36		
46	1015	DD+3							
			483.71	100	383.71	10	39		
47	1016	DD+0							
			654.94	100	554.94	10	56		
48	1017	DD+0							
			346	100	246.00	10	25		
49	1018	DB+9							
			253	100	153.00	10	16		
50	1019	DB+6							
			344	100	244.00	10	25		
51	1020	DD+9							
			285	100	185.00	10	19		
52	1021	DD+6							
			238	100	138.00	10	14		
53	1022	DB+0							
			335	100	235.00	10	24		
54	1023	DB+0							
			273	100	173.00	10	18		
55	1024	DB+0							
			335.47	100	235.47	10	24		
56	1025	DB+9							
			328.4	100	228.40	10	23		
57	1026	DB+6							
			333.04	100	233.04	10	24		
58	1027	DB+3							

North Pullu

Khardung

			507.08	100	407.08	10	41
59	1028	DC+3					
			181.68	100	81.68	10	9
60	1029	DD+3					
			115.97	100	15.97	10	2
61	1030	DD+0					
			200.92	100	100.92	10	11
62	1031	DB+0					
			244.95	100	144.95	10	15
63	1032	DB+0					
			214.65	100	114.65	10	12
64	1033	DC+0					
			193.61	100	93.61	10	10
65	1034	DD+0					
			430.19	100	330.19	10	34
66	1035	DD+0					
			241.97	100	141.97	10	15
67	1036	DD+0					
			361.11	100	261.11	10	27
68	1037	DB+0					
			358	100	258.00	10	26
69	1038	DB+0					
			430	100	330.00	10	33
70	1039	DB+6					
			425	100	325.00	10	33
71	1040	DB+3					
			375	100	275.00	10	28
72	1041	DB+0					
			280	100	180.00	10	18
73	1042	DB+0					
			340	100	240.00	10	24
74	1043	DA+3					
			303	100	203.00	10	21
75	1044	DB+0					
			320	100	220.00	10	22
76	1045	DD+3					
			317	100	217.00	10	22
77	1046	DC+0					
			297	100	197.00	10	20
78	1047	DC+3					
			446	100	346.00	10	35
79	1048	DD+0					
			342	100	242.00	10	25
80	1049	DB+0					
			237	100	137.00	10	14
81	1050	DD+9					
			350	100	250.00	10	25
82	1051	DB+0					
			310	100	210.00	10	21
83	1052	DA+6					
			300	100	200.00	10	20
84	1053	DA+6					
			310	100	210.00	10	21
85	1054	DB+0					
			347	100	247.00	10	25
86	1055	DA+3					
			303	100	203.00	10	21
87	1056	DD+0					
			344	100	244.00	10	25
88	1057	DD+3					
			120	100	20.00	10	2
89	1058	DD+9					
			610	100	510.00	10	51
90	1060	DD+9					

			128	100	28.00	10	3	
91	1061	DB+3						
			368	100	268.00	10	27	
92	1062	DD+0						
			366	100	266.00	10	27	
93	1064	DD+0						
			286	100	186.00	10	19	
94	1065	DD+0						
			466	100	366.00	10	37	
95	1066	DB+3						
			350	100	250.00	10	25	
96	1067	DD+3						
			342	100	242.00	10	25	
97	1068	DD+6						
			156	100	56.00	10	6	
98	TL-1069N	DD+9						
			394	100	294.00	10	30	
99	1069/1N	DD+9						
			342	100	242.00	10	25	
100	TL 1070N	DB+9						
			140.89	100	40.89	10	5	
101	TL 1070/1N	DD+3						
			629.72	100	529.72	10	53	
102	TL 1070/2N	DD+6						
			340.14	100	240.14	10	25	
103	TL 1070/3N	DD+0						
			341.01	100	241.01	10	25	
104	TL 1071N	DD+0						
			341	100	241.00	10	25	
105	1071/1N	DA+0						
			334.75	100	234.75	10	24	
106	TL 1071/2N	DC+0						
			336.44	100	236.44	10	24	
107	TL 1072N	DB+0						
			340.32	100	240.32	10	25	
108	TL 1073N	DB+0						
			341.37	100	241.37	10	25	
109	TL 1074N	DB+0						
			280.25	100	180.25	10	19	
110	TL 1074/1N	DC+0						
			347	100	247.00	10	25	
111	TL 1074/2N	DA+0						
			329.6	100	229.60	10	23	
112	TL 1075N	DB+0						
			337.46	100	237.46	10	24	
113	TL 1075/1N	DC+0						
			347.2	100	247.20	10	25	
114	TL 1076N	DA+0						
			338.2	100	238.20	10	24	
115	TL 1076/1N	DC+0						
			337.88	100	237.88	10	24	
116	TL 1077N	DB+0						
			319.71	100	219.71	10	22	
117	1078N	DB+0						
			278.66	100	178.66	10	18	
118	TL 1079N	DB+3						
			323.58	100	223.58	10	23	
119	TL 1080N	DD+6						
			317.67	100	217.67	10	22	

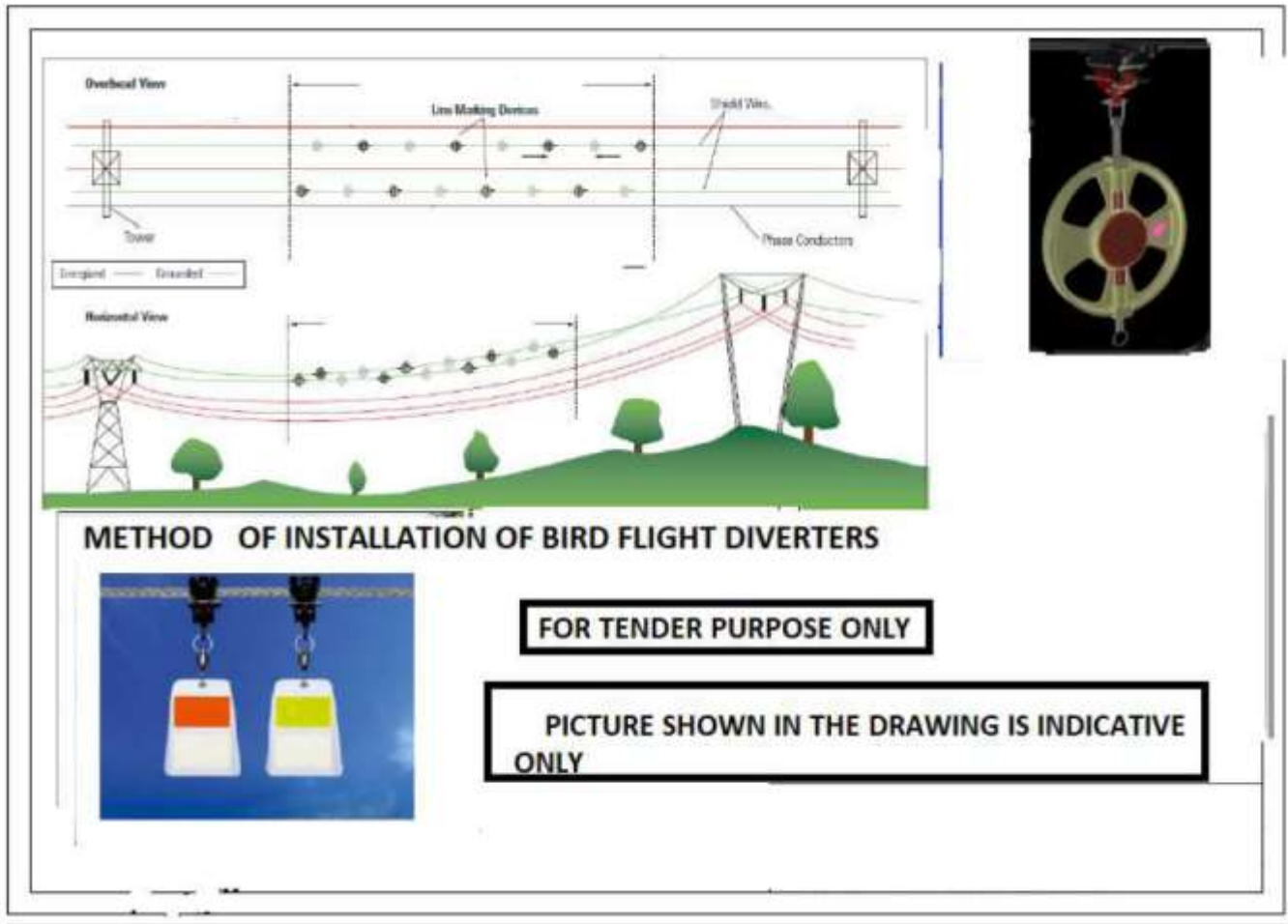
120	TL 1081N	DD+0					
			495.77	100	395.77	10	40
121	TL 1081/1N	DD+9					
			344.65	100	244.65	10	25
122	1082N	DD+3					
			345.27	100	245.27	10	25
123	TL 1083N	DB+3					
			346.91	100	246.91	10	25
124	TL 1084N	DA+0					
			336.95	100	236.95	10	24
125	TL 1085N	DA+0					
			353.63	100	253.63	10	26
126	TL 1086N	DA+3					
			337.72	100	237.72	10	24
127	TL 1087N	DA+0					
			339.61	100	239.61	10	24
128	TL 1088N	DA+0					
			363.66	100	263.66	10	27
129	TL 1089	DD+3					
			320	100	220.00	10	22
130	1090	DA+0					
			350	100	250.00	10	25
131	1091	DD+6					
			300	100	200.00	10	20
132	1092	DD+6					
			347	100	247.00	10	25
133	1093	DB+0					
			425	100	325.00	10	33
134	1094	DB+6					
			325	100	225.00	10	23
135	1095	DA+0					
			310	100	210.00	10	21
136	1096	DA+0					
			320	100	220.00	10	22
137	1097	DB+0					
			314.66	100	214.66	10	22
138	1098	DA+0					
			249	100	149.00	10	15
139	1099	DA+0					
			545	100	445.00	10	45
140	1100	DD+0					
			366	100	266.00	10	27
141	1101	DB+6					
			357	100	257.00	10	26
142	1102	DD+3					
			331.34	100	231.34	10	24
143	1103	DA+0					
			330	100	230.00	10	23
144	1104	DA+0					
			330	100	230.00	10	23
145	1105	DB+0					
			330	100	230.00	10	23
146	1106	DA+0					
			330	100	230.00	10	23
147	1107	DA+0					
			330	100	230.00	10	23
148	1108	DB+0					
			330	100	230.00	10	23
149	1109	DA+0					
			330	100	230.00	10	23
150	1110	DA+0					
			330	100	230.00	10	23
151	1111	DB+0					

Tirath

Diskit

			318	100	218.00	10	22
152	1112	DA+0					
			316	100	216.00	10	22
153	1113	DB+0					
			254	100	154.00	10	16
154	DEAD END	DD+0					
			62			0	1
155	GANTRY	GANTRY					
			50323.07				

Method of Installation of Bird Divertor



Technical Specification of Bird Flight Diverter

1. Description & Scope of Work

As per the agreement between RECPDCL & Ladakh Power Development Department (LPDD), RECPDCL is acting as Project Implementing Agency (PIA) for construction of Transmission Lines & GIS Sub-station in the UT of Ladakh under PMDP-15. A major portion of under constructed 220 KV S/C Transmission Line Phyang to Diskit (under PMDP-15 scheme) is passing through Karakoram Shyok Wildlife Sanctuary. In order to prevent accidental collision of birds with the conductors, bird flight diverters (BFD) are required to be installed on the OPGW/Earth wire to make it visible to birds from long distance.

Bird diverters shall be placed in identified stretches as per Annexure II and as per installation method at Annexure III (TS). These Bird Diverters shall be placed on OPGW in staggered manner at a distance of 10 m, **in the middle portion of the identified spans leaving 50 m either side from tower and at least one bird diverted for the spans up to 100m. in OPGW.** An indicative sketch of the placement of the bird diverter is attached in the drawing section of this specification.

The dynamic solar powered LED type Bird Flight Diverter, consist of warning disc (2-D or 3-D in design) and associated clamps & connectors, shall be preferred in areas where foggy/dusty weather persists or intensity of light is low or the sections of the lines lying in the route of migratory birds. BFD may be mixture of -LED and Non-LED BFD, where on a line LED type BFD should be 20%. For solar powered LED type diverter, following additional requirement shall be fulfilled:

- A) LED shall be of Orange colour with adequate light intensity so that it is clearly visible from a distance (>300 m) even during foggy/dusty weather/ under low intensity of light.
- B) Battery shall be guaranteed for service life of 5 years and shall be suitable for at least 100 hours of flashing operation by single charge.
- C) An automatic power cut-off electronics circuit shall be provided to improve battery life so that during day time (due to high intensity of light from sun), the circuit gets cut off & stops flashing and the circuit switches on automatically under low intensity light condition.
- D) Position of solar cell shall be such that it gets sunlight irrespective of direction of the diverter face and the dust & snow does not decrease its efficiency.

Bird Flight Diverter (BFD) shall be designed for expected service life of at least 15 years. The Bird Flight Diverter shall be lightweight (total weight for each Non-LED & LED type BFD shall not more than 500 gm and 800 gm respectively), shall offer little wind resistance and should be easily installed by hand or by hot stick (under live line condition) or by any other suitable method. Length of bird diverter, from connection point to end, should not be more than 430 mm. The bird diverters should retain good physical characteristics under all weather conditions, within a range of extreme temperatures i.e. from **-45° C to 85° C**. Contractor/ subcontractor shall submit valid test report/test certificate for mechanical test, ageing test i.e. solar radiation test & sand and dust test as per MIL- STD 810 F etc. from accredited third-party laboratory for the design which they intend to supply. The grip on the OPGW should ensure that the Bird-Flight Diverter remains in the applied position and does not move along the span under Aeolian vibration or other conditions.

Generally Suspended devices i.e. Dynamic Bird Flight Diverters shall be used in the transmission line as bird diverters.

2. Suspended devices: Dynamic Bird Flight Diverters

Bird flight Diverters shall have one warning disc which shall be attached to the wire through spring loaded clamp. Warning disc shall be made through injection moulding of UV stabilized plastic while the attachment clamp shall be made of UV stabilized engineered composite plastic. All fasteners and spring shall be of stainless steel.

3. Warning Disc

Warning disk of Bird Flight Diverter must swing, sway, must not flip on the powerline in high wind velocity, rotate and should have contrasting coloured (combination of any two colours from Red, Yellow, Orange, White) retro reflective surface with Sun and moon light reflectors on both faces. The colour change, while revolving, shall provide significant forewarning. Warning disk must glow in dark & glow in the dark shall remain activated for at least 12 hours after exposure to sunlight and the warning disk in the BFD should have strong luminescence properties that emit immense light to provide enhanced visibility to the birds at night. If Glow in dark stickers are used, the same shall be laminated and suitable for all weather conditions. The Warning disc should be aerodynamically stable so that diverter faces minimum amount of drag force which provide swing and rotation effect under medium/strong wind speed.

Diameter of circular warning disk shall not be less than 150 mm. If warning disk is quadrilateral or trapezoid, then shortest arm length should not be less than 90 mm and total surface area of warning disc should not be less than 15,000 mm² (Including air vents). Thickness of the warning disc shall not be less than 3 mm. Minimum reflective area on each face of warning disk shall not be less than 3500 mm² & the reflective area for non-LED type BFD shall not be less than 7500 mm². Glow in Dark area also should not be less than 3500 mm² -for LED type BFD. All suspension hardware which are directly exposed (moving or static) must be corrosion free. Bearing swivel shall be made of stainless steel and should allow free spinning in minimum wind speed of 1 km/hour & be made of sealed bearing to avoid deposition of sand and/or soil particles and helps in smooth rotation.

4. Clamp

The clamp of the Bird flight diverter shall be made of UV stabilized engineered composite plastic (polymer) or metal or carbon fibre. Spring type clamp, suitable for holding OPGW shall be used.

It shall be capable of supporting the Bird flight diverter during installation and prevent damage or chaffing of the OPGW during erection or continued operation. The clamp shall have smooth and permanent grip to keep the Bird flight diverter in position on the OPGW without damaging the strands or causing premature fatigue failure of the OPGW under the clamp. More than 50% of clamp gripping area shall be in contact with OPGW. The clamp groove shall be in uniform contact with the OPGW over the entire clamping surface. The groove of the clamp body and clamp cap shall be smooth, free from projections, grit or materials which could cause damage to the OPGW when the clamp is installed. In case of metallic bird diverters, the parts of clamp, touching OPGW must be made of material, which is bad conductor of electricity.

The Clamp shall have strong grip on OPGW. The clamp should not slip when pulled by a force of 250 N in the direction parallel to OPGW. The details/properties of OPGW are mentioned in relevant section of OPGW of Technical specification. All exposed metal parts of clamp shall be corrosion free. The Clamp must be able to bear pulling load of minimum 500 N.

The supplier shall guarantee that there shall not be any failure breaking of bird flight diverters under normal operating condition. In the event of any failure/ breaking of bird flight diverters during the first five (05) years of service, supplier shall supply to the purchaser free of cost spare bird flight diverters equal to the failed bird flight diverters quantity.

5. Tests & Certifications

5.1 Type Test

Report/ Certificate for following type tests conducted in any NABL or equivalent accredited laboratory shall be submitted to the Purchaser. All of the following tests shall be conducted on the same sample. However, No. of Samples for type tests shall be as per relevant standard or procedure specified in Annexure-I to this Section. Type test report shall be valid for 10 years from the date of successful completion of test.

S. No.	Name of Test	Methodology of Test
1	Mechanical Strength test	As per Annexure-I
a)	Direct Pull Test	
b)	Clamp Slip Test/Grip Retaining Strength Test	
2	Vibration test	As per Annexure-I
3	Temperature cycle test	As per Annexure-I
4	Corrosion Resistance Test	As per Annexure-I
5	Ageing test	As per Annexure-I

Note: - The Mechanical Strength Test shall be carried out before and after Ageing Test.

5.2 Acceptance Tests

Following acceptance tests shall be carried out on at least 5 (five) samples in presence of the representative of the purchaser:

S. No.	Name of Test	Methodology of Test
1	Visual Examination Test	As per Annexure-I
2	Verification of Dimensions	As per Annexure-I
3	Mechanical Strength test (Only one of the 5 samples shall be subjected to ultimate failing load)	As per Annexure-I
a)	Direct Pull Test	
b)	Clamp Slip Test/Grip Retaining Strength Test	

6. Completion Time

Completion schedule of Supply and Installation will be 07 Months from date of award(Supply to be completed withing 2 months of award).

Volume-III

UNDER INTEGRITY PACT

No.
Dated

To,
REC Power Development & Consultancy Limited,
New Delhi

Sub : Procurement of Bidding Documents

Ref. Tender no.

RECPDCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT).....days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by RECPDCL.

The consideration for this separate initial contract preceding the main contract is that RECPDCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with RECPDCL.

RECPDCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, RECPDCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _20____, between, on one hand, the General Manager (Transmission) of REC Power Development & Consultancy Limited through Shri. _____ Designation of the officer, Ministry, Department, Government of India (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Part and M/s. _____ represented by Shri _____, Authorized Signatory (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name of the stores/equipment/items) and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company/ public company/Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Indian/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

Enabling the BUYER to obtain the desired stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

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

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

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

- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the Buyer will report to the appropriate Govt. Office for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

Commitments of Bidders

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits itself to the following: -
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or for bearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Govt for showing or for bearing to show favour or dis-favour to any person in relation to the Contract or any other Contract with the Govt..
 - 3.3 The BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 The BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized govt. sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

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

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER deposits an amount_____ (to be specified in the RFP (Request for Proposal) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments: -

(i) Bank Draft or a Pay Order in favour of _____

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

(iii) Any other mode or through any other instrument (to be specified in RFP).

5.2 The Earnest Money/Security Deposit shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required: -

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

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit /Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

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

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other

stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER/principal shall be entitled to deduct the amount so payable from the money(s) due the BIDDER
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of India BUYER/Principal for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent monitor(s) appointed for the purposes of this Pact.

7. Independent Monitors

7.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

**Smt. Sobhana Kamala Sudarsana Rao IFS
(Retd)
Procurement and Contract Management
(PCM) Division,
REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA
mail: sobhanarao@yahoo.co.in**

**Shri. Hareshwar Sharma IRS (Retd)
Procurement and Contract
Management (PCM) Division,
REC Limited,
I-4, Sector-29, Gurugram, Haryana,
INDIA
mail: hareshwarsharma62@gmail.com**

**Shri. Sanjay Chander IPS (Retd)
Procurement and Contract Management (PCM) Division,**

**REC Limited,
I-4, Sector-29, Gurugram, Haryana, INDIA
mail: dgrp1963@gmail.com**

- 7.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 7.5 As soon as the Monitors notice, or has reason to believe, a violation of this Pact, he will so inform the authority designated by the BUYER.
- 7.6 The BIDDER(s) accepts that the Monitors has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.
- 7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 7.8 The Monitors will submit a written report to the Designated Authority of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

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

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

10. Other Legal Actions

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

11. **Validity**

- 11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER/SELLER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.
- 11.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. The Parties hereby sign this Integrity Pact at ____ on ____

BUYER

BIDDER

Name of the Officer
Designation
/Dept/Ministry/PSU

Name of the Officer
Authorized Signatory

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Provision of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian Agents of foreign Supplies.

FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN ONE LOT BY(abbreviated name of the Employer) FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this..... day of 20.... by.....a Company registered under the Companies Act, 1956/Partnership firm/ proprietary concern having its Registered Office at.....(hereinafter called as 'Contractor' or "Obligor" which expression shall include its successors and permitted assigns) in favour of (*insert name of the Employer*)....., a Company incorporated under the Companies Act, 1956 having its Registered Office at (*insert registered address of the Employer*) and its project at (hereinafter called " (*abbreviated name of the Employer*) " which expression shall include its successors and assigns):

WHEREAS(*abbreviated name of the Employer*).....has awarded to the Contractor a Contract for..... vide its Notification of Award/Contract No..... dated..... and its Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which..... (*abbreviated name of the Employer*)..... is required to hand over various Equipment to the Contractor for execution of the Contract.

And WHEREAS by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of(*abbreviated name of the Employer*)..... for the Equipment handed over to it by(*abbreviated name of the Employer*) for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment").

AND THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment as mentioned in the Contract, valued at (amount in words.....) handed over to the Contractor for the purpose of performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep(*abbreviated name of the Employer*) indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipment as per dispatch title documents handed over to the Contractor duly endorsed in their favour and detailed in the Schedule appended hereto. It is expressly understood by the Contractor that handing over of the dispatch title documents in respect of the said Equipment duly endorsed by (*abbreviated name of the Employer*)..... in favour of the Contractor shall be construed as handing over of the Equipment purported to be covered by such title documents and the Contractor shall hold such Equipment in trust as a Trustee for and on behalf of(*abbreviated name of the Employer*).....
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at..... (*abbreviated name of the Employer*) project Site against all risks whatsoever till the Equipment are

- duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(*abbreviated name of the Employer*) The Contractor undertakes to keep(*abbreviated name of the Employer*)..... harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work of purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
 4. That(*abbreviated name of the Employer*) is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employee or Employer's Representative in this regard. Further,(*abbreviated name of the Employer*)..... shall always be free at all times to take possession of the Equipment in whatever form the equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(*abbreviated name of the Employer*) to return the equipment without any demur or reservation.
 5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at his own cost and/or shall pay the amount of loss to(*abbreviated name of the Employer*)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(*abbreviated name of the Employer*)..... against the Contractor under the Contract and under this Indemnity Bond.
 6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of(*abbreviated name of the Employer*), THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

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

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

WITNESS

1. Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

Signature.....

Name.....

Address.....

Authorised representative

(Common Seal)

(In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

8. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY *(abbreviated name of the Employer)* FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20.....bya Company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at.....(hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of*(insert name of the Employer)*....., a company incorporated under the Companies Act, 1956 having its Registered Office at *(insert registered address of the Employer)*..... and its project at.....(hereinafter called "*.....(abbreviated name of the Employer)*....." which expression shall include its successors and assigns):

WHEREAS*(abbreviated name of the Employer)* has awarded to the Contractor a Contract forvide its Notification of Award/Contract No..... datedand Amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which*(abbreviated name of the Employer)*..... is required to handover various Equipment to the Contractor for execution of the Contract.

AND WHEREAS by virtue of Clause No.....of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of*(abbreviated name of the Employer)*..... for the Equipment handed over to it by*(abbreviated name of the Employer)*..... for the purpose of performance of the contract/Erection portion of the Contract (hereinafter called the "Equipment".)

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipments as mentioned in the Contract, valued at (amount in words _____) to be handed over to the Contractor in installments from time to time for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep*(abbreviated name of the Employer)*..... indemnified, for the full value of Equipment. The Contractor hereby acknowledges receipt of the initial installment of the equipment per details in the schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of the Equipment as required by*(abbreviated name of the Employer)* in the form of Schedules consecutively numbered which shall be attached to this Indemnity bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the dispatch title documents in respect of the said Equipments duly endorsed by *(abbreviated name of the Employer)*..... in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title documents

and the Contractor shall hold such Equipments in trust as a Trustee for and on behalf of(*abbreviated name of the Employer*).....

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment at (*abbreviated name of the Employer*) project Site against all risks whatsoever till the Equipment are duly used/erected in accordance with the terms of the Contract and the Plant/Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by(*abbreviated name of the Employer*) The Contractor undertakes to keep(*abbreviated name of the Employer*)..... harmless against any loss or damage that may be caused to the Equipment.
3. The Contractor undertakes that the Equipment shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the equipment shall be utilised for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That(*abbreviated name of the Employer*) is and shall remain the exclusive Employer of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall at all times be open to inspection and checking by the Employer or Employer's Representative in this regard. Further,(*abbreviated name of the Employer*)..... shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of(*abbreviated name of the Employer*) to return the equipment without any demur or reservation.
5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Employer's Representative as to assessment of loss or damage to the Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Equipment at its own cost and/or shall pay the amount of loss to(*abbreviated name of the Employer*)..... without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to(*abbreviated name of the Employer*)..... against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction

of(abbreviated name of the Employer)....., THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE No. 1

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

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

WITNESS

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

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

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

Authorised representative
(Common Seal)
(In case of Company)

Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

POWER OF ATTORNEY

To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.

Know all men by these presents, We.....(name and address of the registered office of the Bidder) do hereby constitute, appoint and authorize Mr./Ms.....(name and residential address) who is presently employed with us and holding the position of.....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Response against Tender No..... Name of work.....the bids for which have been invited by (insert name of the Employer alongwith address) ... (hereinafter called the 'Employer') to undertake the following acts:

- a. To submit proposal and participate in the aforesaid Bid Specification of the Employer.
- b. 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.
- c. To do any other act or submit any document related to the above.
- d. To receive, accept and execute the Contract.
- e. To ensure performance of the Contract(s)
- f. 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.

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

for and on behalf of the bidder

.....
.....
.....

Seal and Signature

in the presence of:

WITNESS

Signature.....	Signature.....
Name	Name
Designation	Designation
Occupation.....	Occupation.....

Note:

1. For the purpose of executing the Agreement, the non-judicial stamp papers of appropriate value.
2. The Agreement shall be signed on all the pages by the authorized representatives

Tender Package “Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15 ”

(Qualifying Requirement Data)

Bidders Name & Address:

To
REC Power Development and Consultancy Limited
(A wholly owned subsidiary of REC Limited, a ‘Maharatna CPSE’
Under the Ministry of Power, Govt of India)
D- Block, REC Corporate Headquarter, Plot No. I-4, Sector-29,
Gurugram (Haryana)-122001.
Website: www.recpdcl.in

Dear Ladies and/or Gentlemen,

In support of the Qualification Requirements (QR) for bidders, stipulated in Section - III, Volume-I & additional information required as per ITB clause 9.3(c) of the Bidding Documents, we furnish herewith our QR data/details/documents etc., alongwith other information, as follows (The QR stipulations have been reproduced in italics for ready reference, however, in case of any discrepancy the QR as given in Section-III, Vol-I shall prevail).

* We have submitted bid as individual firm.

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

A. Attached copies of original documents defining:

- a) The constitution or legal status;
- b) The principal place of business;
- c) The place of incorporation (for bidders who are corporations); or the place of registration and the nationality of the Owners (for applicants who are partnerships or individually-owned firms).
- d) GST Registration Certificate
- e) Permanent Account (PAN) No.
- f) TAN No.

B. Attached original & copies of the following documents.

- a) Written power of attorney of the signatory of the Bid to commit the bidder.

[The information in this form is to be completed for individual firms]
Where the Bidder proposes to use named subcontractor(s) for critical components of the works or for work contents in excess of 10 percent of the bid price, the following information should also be furnished for the subcontractor(s)].

Sl. No.	Particulars	Details
1.	Name of the Firm	
2.	Head Office/ Registered Office Address	
3.	Telephone	
4.	Fax	
5.	Contact Person	
5(a)	Email	
6.	Place of Incorporation/ Registration	
7.	Year of Incorporation/ Registration	
8.	Nationality of	
	Owner (i)	
	Owner (ii)	
	Owner (iii)	

(Necessary documents to establish legal status of the bidder should be enclosed with the bid.

1.0 **Technical experience**

- 1.1 ***(Reference: QR mentioned in Section-IV of Vol-I & anywhere in the Bidding Document)***

- 1.2 On a separate page, using the following format, Bidder is requested to furnish the details of the previous experience, on the basis of which the Bidder wishes to qualify, as detailed at para 2.0 above. The information is to be summarised using following formats, as applicable, for each previous experience of the Bidder.

(Documentary evidence, such as copies of utility certificates etc., in support of its experience shall be attached with the filled-up format for each experience/Contract)

Format A Format for the Bidder (Single Firm / Partner in case of Joint Venture) [In case of Joint Venture bidder, the QR data of each of the partner (in support of meeting the requirement of para 1.1 of QR mentioned in Section-IV of Vol-I, Conditions of Contract, Volume-I of the bidding documents) is also to be furnished, as applicable, using this format

Name of the Bidder (Single Firm/Lead partner/Partners of a JV)		
A1.	Applicable Qualifying Clause as mentioned under QR Section-IV of Vol-I (i.e. 1.1 (i) or 1.1 (ii))	
A2.	Name of Work (executed during the last 7 years as on the date of bid opening):	
A3.	Contract Reference No. & Date of Award	
A4.	Name and Address of the Employer/Utility by whom the Contract was awarded e-mail ID _____ Telephone No. _____ Fax No. _____	
A5(i)	Name of sub-station or switchyard executed under the Contract	_____
(ii)	Voltage level of sub-station or switchyard	_____
(iii)	No. of LED type Bird Diverter supplied & installed or manufactured	_____
(iv)	No. of Non- LED type Bird Diverter supplied & installed or manufactured	_____
A6(i)	Date of successful execution of the Contract	_____ years
(ii)	No. of years the above referred substation is in successful operation as on the date of bid opening	_____ years
A7.	Scope of work executed under the above contract	
A8.	Capacity in which the Contract was undertaken (Check One)	<input type="radio"/> Prime Contractor <input type="radio"/> Sub Contractor <input type="radio"/> Partner of JV

		(Tick whichever is applicable)
A9.	Details/documentary evidence submitted in support of stated experience/Contract	

2.0 **Financial Position**

2.1 ***(QR mentioned in Section-IV of Vol-I & anywhere in the Bidding Document)***

2.2 In support of its 'Financial Position', in line with the above, the Bidder (Individual firm or all the JV partners in case of JV bidder) must provide the relevant information, alongwith documentary evidence, in the following formats A & B:

Name of the Bidder [Single Firm / Lead Partner of a JV / Partner of a JV]		
A. Annual Turnover details:		
Sl. No.	Financial year	Annual turnover in Rs. Million
1.0		
2.0		
3.0		
4.0		
5.0		
Average annual turnover for best three years is:		
B. Liquid Assets		
Details of evidence of access to or availability of credit facilities		_____

3.0 ***The Bidder shall also furnish following documents/details with its bid. {Reference ITB clause 9.3 (c)}***

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

Note:

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

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

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

3.2 The Bidder should accordingly also provide the following information /documents

Audited balance sheet and income statements for the last five years as per the following:

Years preceding to the bid opening	Audited Balance Sheet and Income Statements enclosed	
1 st Year	<input type="radio"/> Yes	<input type="radio"/> No
2 nd Year	<input type="radio"/> Yes	<input type="radio"/> No
3 rd Year	<input type="radio"/> Yes	<input type="radio"/> No
4 th Year	<input type="radio"/> Yes	<input type="radio"/> No
5 th Year	<input type="radio"/> Yes	<input type="radio"/> No

Date:.....

(Signature)

Place:.....

(Printed Name)

(Designation)

(Declaration of Key Managerial Person and Power of Attorney holder)

Bidder's Name and Address:

To: REC Power Development and Consultancy Limited
D-Block, REC Corporate Headquarter, Plot
No. I-4, Sector-29,
Gurugram, Haryana- 122 001

Dear Sir,

1. We confirm that the declarations made in our bid, particularly Attachment-3 (QR) regarding eligibility/qualification data and documents submitted in our bid in support of the declarations, are true and correct to the best of our knowledge.
2. We further confirm that we have filled up Attachment-3(QR). We also confirm that in support of meeting the Technical experience requirement as per Annexure-A (BDS), we have enclosed self-certified copy of Contract/ Award Letter and certificate from the utility for which the contract has been executed.
3. We shall furnish clarification to bid, if any sought by Employer pursuant to ITB clause 21.1. We understand that if we fail to rectify/furnish the requested documents if any, within 7 working days' notice, our bid is liable to be rejected.
4. We understand that any false declaration and/or misrepresentation of facts and/or furnishing of false/forged documents /information may lead to our debarment from participation in Employer tenders and that our Bid Security/ Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Document/Integrity Pact/Employer's policy.
5. Notwithstanding above, we also understand that the Bid Capacity/Manufacturing Capacity as declared hereinabove, shall be subject to assessment, if any, by the Employer, which shall be final and binding. We also confirm that the Employer may verify the supporting documents/ details in connection with above declarations. We further understand that in case of any unethical practices inter-alia including any misrepresentation of facts, submission of false and/or forged details/ documents/ declaration by us, we may be debarred from the participation in Employer's tenders in future as considered appropriate by Employer and our Bid Security/ Contract Performance Guarantee shall be forfeited besides taking other actions as deemed appropriate.

Date:.....

Place:.....

(Signature of Power of Attorney holder).....

(Printed Name).....

(Designation).....

(Common Seal).....

(Signature of Key Managerial Person).....

(Printed Name).....

(Designation).....

(Common Seal).....

Note: Key Managerial Personnel (KMP) of the company shall include CEO/Managing Director/ Company Secretary/ Director/ CFO/any of the partner in case of partnership firm/any other officer entrusted with substantial powers of the management of the affairs of the company/firm.

Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order **and MoP Order**, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

Date: I

_____S/o, D/o, W/o, _____ Resident of _____
_____ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No:P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **04/06/2020** (hereinafter **PPP-MII order**), '**Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)**' order dated **28/07/2020 and 17/09/2020 issued by Ministry of Power** (hereinafter **MoP order**) and any subsequent modifications/Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/RECPDCL or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

..... *(Enter the name of the package).*

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 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for (Enter the name of the package) is percent (%).

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

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

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

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

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

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15

(Declaration regarding events encountered pursuant)

Bidder's Name and Address :

To:

REC Power Development and
Consultancy Limited

Name :

D-Block, REC Corporate Headquarter,

Address :

Plot No. I-4, Sector-29, Gurugram,
Haryana- 122 001

Dear Sir,

1.0 In accordance with the relevant provisions of the bidding documents inter- alia including for assessment of capacity and capability, we furnish herewith our data/details/documents along with other information, as follows

Sr. No.	Event		
1.	Whether there was Termination of Contract(s) due to Contractor's default	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
2.	Whether there was Encashment of CPG(s) due to non-performance	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
3.	Whether there was repeated failure of major Equipment(s) while in service*	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
4.	Whether substantial portion of works (<u>more than 50% of the Contract**</u>) is sub-contracted, under an existing Contract	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
5.	Whether more than 25% of the Contract price (awarded value), in aggregate, is paid to sub-contractors/suppliers as Direct payment, under an existing Contract, due to financial position of Contractor	<input type="checkbox"/>	Yes
		<input type="checkbox"/>	No
6.	Firm has been referred to NCLT under Insolvency & Bankruptcy Code (<i>IRP has been appointed or</i>	<input type="checkbox"/>	Yes@
		<input type="checkbox"/>	No

Sr. No.	Event	
	<i>Liquidation proceedings have been initiated under IBC)</i>	

Note:

1. *Information regarding events at Sl. No. 1 to 5 shall be furnished for events occurred during last one year under the contract(s) executed by you for RECPDCL (Owned as well as Consultancy)*
- *2. *In case RECPDCL has issued a letter in this regard wherein the firm has been put on hold from award of further contract(s) for a specified period and this specified period of hold is yet to expire, the bidder shall indicate "Yes" against this event.*
- **3. *For the purpose of working out 50% of the Contract, following shall be taken into account suitably:*
 - (a) *Scope of the contract which is permissible to be sub-contracted as per bidding documents, shall be excluded.*
 - (b) *Scope of the Contract which primarily relates to the Qualification Requirement (QR) of the bidder as illustrated below:*

Sl. No.	Type of Package/ Contract	Main aspect of the QR	Criteria for working out 50% of the Contract
1.	<i>Conductor/Insulator or Package</i>	<i>Manufacture & Supply</i>	<i>50% of the total supply of Conductor/Insulator under the Contract</i>
2.	<i>Tower Package</i>	<i>Construction of Transmission Line</i>	<i>50% of the total Transmission Line construction under the contract</i>
3.	<i>Substation(AIS) Package</i>	<i>Construction of bays</i>	<i>50% of the total bays construction under the contract</i>
4.	<i>Transformer/Reactor or</i>	<i>Manufacture & Supply</i>	<i>50% of the total supply of Transformer/Reactor under the Contract</i>
5.	<i>Substation(GIS) Package</i>	<i>Manufacture & Supply of GIS bays</i>	<i>50% of the total supply of GIS bays under the Contract</i>

The guiding principles as illustrated above shall be followed while dealing with other packages/contracts.

- @4. *Regarding Sl. No. 6, in case of 'Yes', following information shall be submitted additionally:*

*Date on which the firm has been referred to NCLT under
Insolvency & Bankruptcy Code (IRP has been appointed or
Liquidation proceedings have been initiated under IBC)*

*Whether the process under IBC has been
concluded (If yes, supporting documents be
submitted)*

Yes
 No

2.0 We confirm that the above information/declarations and documents submitted in support of the same are true and correct to the best of our knowledge. We understand that any false declaration and/or misrepresentation of facts and/or false/forged documents/information may lead to our debarment from participation in Employer tenders and that our Bid Security/Contract Performance Guarantee may be forfeited besides other actions as deemed to be appropriate as per the provisions of the Bidding Documents/Integrity Pact/Employer's policy.

Date :

Printed Name :

Place :

Designation :

Supply and Installation of Bird Diverters for 220kV S/C Phyang to Diskit Transmission Line under PMDP Scheme-15

(AFFIDAVIT)

Dear Ladies and/or Gentlemen,

I, [*insert name of full time Director/ CEO/ Chairman – cum - Managing Director as applicable*], [*insert designation – ‘Full Time Director’/ ‘CEO’/ ‘Chairman-cum-Managing Director’ as applicable*], on behalf of our organisation [*insert name of the Applicant*] affirm that all the information/ details/ data/ documentary evidences etc. in this Application are correct and that we have not concealed or misrepresented any facts.

Date:.....

Place:.....

(Signature).....

(Printed Name).....

(Designation).....

(Common Seal).....

Attested

Signature/Name/Address/Contact Number(s) and official seal of attesting authority

Note : This affidavit MUST be signed and stamped with company seal by a full time Director/ CEO/ Chairman-cum-Managing Director of the Applicant and attested/notorised by a Magistrate/Notary. In case of notary, notarial stamp would be required.