DELHI TRANSCO LIMITED
WEB NOTIFICATION

Sealed Two Part Open ICB Tender is invited for the following works:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Tender Enquiry No.</th>
<th>Name of Work</th>
<th>Estimated Cost (Rs)</th>
<th>Earnest Money Deposit (EMD) (Rs)</th>
<th>Tender Fee (Rs)</th>
<th>Work Completion period</th>
<th>Scheduled Date/Time</th>
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| 1.    | T19P080231        | Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation on Turnkey Basis, Delhi, India. | Rs. 79,79,61,029/- (Rs. Seventy Nine Crore Seventy Nine Lakh Sixty One Thousand and Twenty Nine only) | Rs. 1,59,59,221/- (Rs. One Crore Fifty Nine Lakh Fifty Nine Thousand Nine Hundred Two Hundred Twenty One Only) | 11,800/- (Rs. Eleven Thousand Eight Hundred Only) | 18 months | Start of Sale of Tender: 30.07.2019 10:00 Hrs  
Start of Bid Submission: 30.07.2019 10:00 Hrs  
Pre-Bid Conference: 09.08.2019 11:30 Hrs  
End of Sale of Tender: 16.09.2019 17:00 Hrs  
End of Bid Submission: 17.09.2019 11:00 Hrs  
Opening of Tender: 17.09.2019 11:30 Hrs |

- All correspondence/communication, Sale, submission and opening of Tender/Bid shall be from the office of DGM (T) Contract, C&MM, Room No. 107, 1st Floor, Pre-Fabricated Bldg., Raighat Power House, New Delhi. Ph No. +011-23275290, Fax No. 011-23275289, E-Mail: dgmcontract.emm@dtl.gov.in

Date: 29.07.2019
Bidding Documents

For

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

Volume – I, II & III

Tender No: T19P080231
Bidding Documents
For

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

Volume – I

CONDITIONS OF CONTRACT

Tender No: T19P080231
VOLUME-I

CONDITIONS OF CONTRACT

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SECTION-I

INVITATION FOR BID (IFB)
SECTION-I

INVITATION FOR BID (IFB)

Bids are invited for Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India) on Turnkey Basis.

(International Competitive Bidding)

Date of issuance of IFB: …. (As per web notification and relevant corrigendum)…..

Specification No. : DTL/DGM(Contract)/T19P080231.

1.0 Delhi Transco Limited invites Two Part Bids from eligible bidders for Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India) on Turnkey Basis.

The scope of work covered under this package shall include complete Project Management, Design, Engineering, Manufacture, Testing at Manufacturers works, Supply, Transportation to Site, Insurance, Delivery, Storage, Erection, Laying, Jointing, End Termination, Installation at site, Testing & Commissioning of the complete Cable System work covering Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable with fiber optic in each length of circuit with the provision for real time thermal monitoring incorporated with DTS (Distributed Temperature Sensor) along with required hardware and software along with its accessories from 400kV Tughlakabad substation to 220 kV Masjid Moth substation including supply of Mandatory spares and Cross-Bonding of Cable at different positions with additional special isolated joints alongwith earthing of the Cable at both ends on single source responsibility (Tentative Route length is 7.0 KM).

The scope of the work also covers the laying, jointing, end termination, testing and commissioning of the cable and accessories at site with mandatory spares.

The supply of major equipments includes:

(i) 220 kV Cross-Linked Polyethylene Insulated (XLPE) Single Core 1200 Sq.mm Cable as per specification.
(ii) 220 kV Outdoor Type Cable End Termination Kit complete suitable for above Cable.
(iii) 220 kV XLPE Cable Straight through Joint Kit complete suitable for above Cable.
(iv) DTS System along with required Hardware and Software.
(v) Optical Fiber Cable for communication (48 Core) as per specification.
(vi) Optical Fiber Cable for DTS system(4 Core) as per specification.
(vii) Warning Tape.
(viii) R.C.C. Cable Cover
(ix) HDPE Pipe 250 mm & 50 mm
(x) Any equipment required for completion and proper commissioning and functioning of the work executed.
(xi) Associated Civil Works.

1.1 The XLPE cable and its accessories shall be complete with all fittings and components necessary for its effective working and efficient performance and satisfactory maintenance under the various operating conditions specified. All such parts shall be deemed to be
included within the scope of supply whether specifically included or not in this specification in the tender schedule. The successful tenderer shall not be eligible for extra charges for such accessories.

1.2 220 kV XLPE cable manufactured shall be in accordance with relevant IEC, with their latest amendments. 220 kV Double Circuits (3Cx2) as per scope indicated under Section-I (Volume-II) shall be laid directly buried in ground in trefoil formation along with optical fiber cable (as per specification, Section Optical Fibre Cable, Volume-II). These circuits shall be with an inter-circuit spacing of 800 mm. One optical fiber cable shall be laid coaxially in the centre of trefoil of each circuit or by any other method as per design envisaged by the bidder in consultation with owner so as to detect/measure cable temperature and system load current along with detection of hot spot.

1.3 The specification also covers cross bonding of the cable at different positions with additional special isolated joints to ensure a sufficient isolating distance between sheath at either side of the joints to compensate the induced voltage, so that sheath current and consequent losses are minimized, in addition to earthing of the cable at both ends. The contractor will design the system in such a way that sheath voltage shall be at a prescribed safe level and shall also furnish the detailed calculation in support of this.

1.4 A complete set of Bidding Documents may be purchased by any interested eligible Bidder or Bidder’s designated representative, on the submission of a written application to the address below and upon payment (Non-refundable) of Rs.11,800/- (inclusive of GST @18%) towards the cost of the documents, in the form of a Demand Draft payable to Delhi Transco Limited on all working days upto … (as per web notification and relevant corrigendum)…… between 11:00 hours to 16:00 hours.

Bidder should also submit the following details:

1. Name of Vendor  
2. Address with Pin code  
3. PAN No.  
4. GST No.  
5. GST Vendor classification: Whether Registered/ Not Registered/ Compounding scheme or PSU/ Government organization

6. **Particulars of Bank Account:**
   A. Name of the Branch  
   B. Branch Code  
   C. Address of the Bank  
   D. Type of Account  
   E. Account Number  
   F. IFSC CODE  
   G. MICR CODE  
   H. SWIFT/BIC Code  
   I. Bank Number

1.5 The Qualifying Requirements are given in the Bidding Documents of the subject package. The complete Bidding Documents including tender drawings are also available at our website [http://www.delhitransco.gov.in](http://www.delhitransco.gov.in). Interested bidders can download the Bidding Documents and commence preparation of bids to gain time. However, they will be required to purchase the Bidding Documents from Delhi Transco Limited (for submission of the bid), which will be duly authenticated by the executive issuing the documents. In case of any discrepancy between the documents downloaded by the prospective bidder and
the Bidding Documents (hard copy) issued by Delhi Transco Limited official, the later shall prevail.

1.6 All bids must be accompanied by a Bid Security of Indian Rupees of Rs.1,59,59,221/- (Rs. One Crore Fifty Nine Lakh Fifty Nine Thousand Two Hundred Twenty One Only).

Bid Security and Integrity Pact must be submitted in physical form at the address given at 1.9 below at or before the time and date of opening of techno-commercial part of the bid.

1.7 No margin of preference will be granted to plant & equipment manufactured in employers country.

1.8 A Pre-Bid conference will be held at the office of Delhi Transco Limited, New Delhi, India on…. (As per web notification and relevant corrigendum)….. to clarify the Bidders the exact scope of the work, the basic data available and other issues in accordance with relevant clause of the Bidding Documents.

1.9 Bids must be delivered to Delhi Transco Limited at the address below, not later than Time & Date …. (As per Web Notification and relevant Corrigendum)….. and the Techno-Commercial Bids (Part-I) shall be opened on …. (as per Web Notification and relevant Corrigendum)….. at ……..(IST) in the presence of Bidder’s representatives who choose to attend, at the address below:

DGM (T) Contract,
Delhi Transco Limited,
Room No.-107, 1ST Floor Pre-Fabricated Building,
Rajghat Power House,
New Delhi-110002 (India)

The Techno-Commercial Bids (Part-I) so opened shall be evaluated & the Price Bids (Part-II) of Techno-Commercially successful bidders shall only be opened thereafter. The date of opening of Part-II of the Bids i.e. Price Bids shall be communicated to all Techno-Commercially successful Bidders.

1.10 Delhi Transco Limited shall not be responsible for any postal delays in respect of request for issuance of Bidding Documents and / or dispatch of Bidding Documents and / or submission of bids.

1.11 Delhi Transco Limited reserves the right to cancel/ withdraw this Invitation for Bids without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

1.12 All correspondences with regard to the above shall be made to the address below by post/ in person:

DGM (T) Contract,
Delhi Transco Limited,
Room No.-107, 1ST Floor Pre-Fabricated Building,
Rajghat Power House,
New Delhi-110002 (India),
Phone : 23275290
Fax No. 011-23275289,
Email : dgmcontract.cmm@dtl.gov.in
For more details, please visit our website http://www.delpistransco.gov.in

NOTE: Date of Bid submission and Bid opening shall be as per the Web notification and subsequent corrigendum, if any.
SECTION-II

INSTRUCTION TO BIDDER
(ITB)
SECTION – II

Instructions to Bidders (ITB)

A. Introduction

1.0 Eligible Bidders

1.1 This Invitation for Bids, issued by the Employer, is open to all eligible bidders. Name of the Employer: DELHI TRANSCO LIMITED

1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer, to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the facilities, to be purchased under this Invitation for Bids.

1.3 Government-owned enterprises in India may also participate on their own or as members of a joint venture or a consortium, if they are legally and financially autonomous, operate under commercial law, and are not dependent agencies of the Delhi Transco Limited.

1.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices in accordance with sub-clause 34.1.

2.0 Eligible Plant, Equipment, and Services

2.1 For the purposes of these bidding documents, the words “facilities”, “plant and equipment” “installation services,” etc., shall be construed in accordance with the respective definitions given to them in the Conditions of Contract.

3.0 Cost of Bidding

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

4.0 Content of Bidding Documents

4.1 The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include:

Volume - I: Conditions of Contract

Section I Invitation for Bids (IFB)
Section II Instructions to Bidder (ITB)
Section III Conditions of Contract (CC)
Section IV Forms and Procedures (F&P)
4.2 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.

5.0 Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by electronic media (hereinafter, the term cable is deemed to include Electronic Data Interchange (EDI), or telefax) at the Employer's mailing address indicated below. Similarly, if a Bidder feels that any important provision in the documents, such as those listed in ITB Sub Clause 21, will be unacceptable, such an issue should be raised at this stage. The Employer will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than twenty eight (28) days prior to the deadline for submission of bids prescribed by the Employer. Written copies of the Employer's response (including an explanation of the query but not identification of its source) will be sent to all prospective Bidders that have received the bidding documents.

Address of Employer, telephone, facsimile numbers & E-mail address:

DGM (T) Contract,
Delhi Transco Limited,
Room No.-107, 1ST Floor Pre-Fabricated Building,
Rajghat Power House,
New Delhi-110002 (India),
Phone : 23275290
Fax No. 011-23275289,
Email : dgmcontract.cmm@dtl.gov.in

5.2 The Bidder is advised to visit and examine the site, where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility, 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.

5.3 The Bidder and any of its personnel or designated representative will be granted permission by the Employer 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 designated representative will release and indemnify the Employer and its personnel and designated representative 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.

5.4 The bidder is invited to attend pre-bid conference which will take place at the following address:

Conference Room, 4th Floor, Shakti Sadan, Kotla Road New Delhi-110002

The purpose of the conference will be to clarify any issues regarding the Bidding Documents in general and the Technical Specifications in particular. The bidder is required to submit questions in writing or by cable to reach the Employer at the address indicated above, two days before the pre-bid conference i.e. …. (as per web notification and relevant corrigendum)…….

Record notes of conference including the text of the questions raised and responses given will be transmitted without delay to all prospective bidders who have purchased the Bidding Documents. Any modifications of the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment pursuant to ITB Clause 6.0 and not through the record notes of the pre-bid conference. Non-attendance at the pre-bid conference will not be a cause for disqualification of a bidder.

6.0 Amendment of Bidding Documents

6.1 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.

6.2 The amendment will be notified in writing or by electronic media to all prospective Bidders that have purchased the bidding documents and will be binding on them. Bidders are required, to immediately acknowledge receipt of any such amendment, and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid.

6.3 In order to afford prospective Bidders, reasonable time in which to take the amendment into account, in preparing their bid, the Employer may, at its discretion, extend the deadline for the submission of bids, in which case, the Employer will notify
all the bidders in writing of the extended deadline.

C. Preparation of Bids

7.0 Language of Bid

7.1 The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged by the Bidder and the Employer shall be written in 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 a translation of its pertinent passages in the English language, in which case, for purposes of interpretation of the bid, the translation shall govern.

8.0 Documents Comprising the Bid

8.1 The bid submitted by the Bidder shall comprise the following documents:

(a) Bid Form duly completed and signed by the Bidder, together with all Attachments identified in ITB Sub-Clause 8.3 below.

(b) Price Schedules duly completed by the Bidder.

(c) Tender document and subsequent amendment(if any) issued by DTL, duly signed and stamped on each page, by the bidder to confirm that he agrees to terms and conditions of the bid. However, where ever specific deviation has been taken the same must be listed only in attachment 6 and 6A.

8.2 Bidders shall note that, they are entitled to submit an alternative bid. In such cases, Bidders shall submit full details and justifications, etc., in Attachment 7 to the bid as indicated in ITB Sub-Clause 8.3 (g).

8.3 Each Bidder shall submit with its bid the following attachments:

(a) Attachment 1: Bid Security
A bid security furnished in accordance with ITB Clause 12.

(b) Attachment 2: Power of Attorney
A power of attorney, duly authorized by a Notary Public, indicating that the person(s) signing the bid has the authority to sign the bid and thus that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause 13.

(c) Attachment 3: Bidder's Eligibility and Qualifications
In the absence of prequalification, documentary evidence that the Bidder is eligible to bid in accordance with ITB Clause 1 and is qualified to perform the contract if its bid is accepted.

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 financial criteria specified in the Qualifying Requirement and ITB.

A firm can be a partner in only one joint venture or consortium; bids submitted by joint ventures or consortia including the same firm as partner will be rejected.

Qualification requirements for bidders, including members of joint ventures, subcontractors or vendors are enclosed as Annexure-A to the ITB.

(d) **Attachment 4 & 4A: Eligibility and Conformity of the Facilities**

Documentary evidence established in accordance with ITB Clause 2 that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted) are eligible and conform to the bidding documents.

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

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

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

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

(iii) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by the Employer in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to the Employer's satisfaction, that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(e) **Attachment 5: Subcontractors Proposed by the Bidder**

The Bidder shall include in its bid details of all major items of supply or services, that it proposes to purchase, and shall give details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items. Bidders
are free to list more than one Subcontractor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.

The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB Sub-Clause 1.1, and that any plant, equipment or services to be provided by the Subcontractor comply with the requirements of ITB Clause 2.

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

Qualification requirements for bidders, including members of joint ventures, subcontractors or vendors are enclosed as Annexure-A to the ITB.

(f) Attachment 6 and 6A: Deviations
In order to facilitate evaluation of bids, deviations, if any, from the Terms & Conditions of Technical/ Commercial Specifications shall be listed in Attachment 6 and 6A for Part-I, Techno Commercial Bid. The price of withdrawal of these deviations, if any, shall be included in the Part-II Price Bid in Attachment 6 & 6A. However, the attention of the Bidders is drawn to the provisions of ITB Sub-Clause 21.4 regarding the rejection of bids that are not substantially responsive to the requirements of the bidding documents. Bidder’s attention is also drawn to the provisions of ITB Sub-Clause 21.4.1 which requires the bidders to indicate the cost of withdrawal for deviations proposed, if any, to critical provisions relating to clauses listed therein, failing which their bid will be rejected.

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

(g) Attachment 7: Alternative Bids

(i) Bid with alternative time schedule is not acceptable.

(ii) Except as provided under subparagraph (iii) below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the Employer's design of the facilities as described in the bidding documents, and shall further provide all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, break-up of prices, proposed installation methodology and other relevant details Only the technical alternatives, if any, of the lowest evaluated bidder conforming to the basic technical requirements shall be considered by the Employer. Alternative bid is acceptable.
(iii) When bidders are permitted in the ITB to submit alternative technical solutions for specified parts of the facilities, Technical Specifications and Drawings. Technical alternatives that comply with the performance and technical criteria specified for the facilities shall be considered by the Employer on their own merits, pursuant to ITB Sub-Clause 23.2. Alternative bid is acceptable.

(h) Attachment 8: Deleted (Not Applicable)

(i) Attachment 9: Work Completion Schedule.

(j) Attachment 10: Guarantee Declaration.

(k) Attachment 11: Information regarding ex-employees of Employer in Bidder’s firm.

(l) Attachment 12: Unequivocal consent of the proposed Indian Associate for the purpose of executing the ‘Second Contract’ and/ or ‘Third Contract’ as an independent Contractor (Applicable to Foreign Bidders).

(m) Attachment 13: Capacity and Experience of Proposed Indian Associate (Applicable to Foreign Bidders).

(n) Attachment 14: 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/-.”

The required format for Integrity Pact shall be as per Attachment 14.

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

Integrity Pact must be submitted in physical form at the address given at ITB 15.2 (a) at or before the schedule time and date of opening of Techno-commercial part of the bid.

Bidder’s failure to submit the Integrity Pact duly signed in Original alongwith the Bid or subsequently pursuant to ITB Sub-Clause 20 shall lead to outright rejection of the Bid.

(o) Attachment 15: Checklist
8.4 The bidder should have registered under GST ACT and shall submit PAN, EPF and GST Registration Number.

9.0 Bid Form and Price Schedules

9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedules furnished in the bidding documents as indicated therein and in the Subsection Bid Form and Price Schedules of the bidding documents, following the requirements of ITB Clauses 10 and 11.

10.0 Bid Prices

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

10.2 Bidders are required to quote the price for the commercial, contractual and technical obligations outlined, in the bidding documents. If a Bidder wishes to make a deviation, such deviation shall be listed in Attachment 6 and 6A of its bid. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations.

10.3 Bidders shall give a break-up of the prices in the manner and detail called for in the Price Schedules. Where no Price Schedules are included in the bidding documents, Bidders shall present their prices in the following manner:

Separate numbered Schedules shall be used for each of the following elements. The total amount from each Schedule 1 to 6 shall be summarized in a Grand Summary (Schedule 7) giving the total bid price(s) to be entered in the Bid Form.

Schedule 1 Plant and Equipment (including Mandatory Spares Parts) to be supplied from Abroad, including Type Test to be conducted Abroad.

Schedule 2 Plant and Equipment (including Mandatory Spares Parts) to be supplied from India, including Type Test to be conducted in India.

Schedule 3 Local Transportation, Insurance and other Incidental Services (including port clearance etc.).

Schedule 4 Installation Charges.

Schedule 5a Break-up of Type Test Charges for Type Tests to be conducted abroad (Not Applicable).
Schedule 5b  Break-up of Type Test Charges for Type Tests to be conducted in India (Not Applicable).

Schedule 6a  Training charges for training to be imparted Abroad (Not Applicable).

Schedule 6b  Training charges for training to be imparted in India (Not Applicable).

The training shall be provided at no extra cost to employer, the training charges shall be inclusive in the bid price.

Schedule 7  Grand Summary of the Quoted Bid Price.

Schedule 8  Deleted.

Schedule 9  Deleted.

Schedule 10  Details of recommended spare parts & recommended test equipment (in line with Technical specifications).

Bidder shall note that the plant and equipment included in schedule No. 1 and 2 above exclude materials used for civil, building and other construction works. All such materials shall be included and priced under schedule No. 4 – Installation services.

10.4 In the schedules, Bidder shall give the required details and a break-up of their price considering and taking into account the Input Tax Credit (ITC) as may be available under the Goods and Services Tax (GST) Laws and Regulations, in the schedules as follows:

(a) Plant and equipment including mandatory spares to be supplied from abroad (Schedule 1) shall be quoted on a CIF port-of-entry basis. In addition, the FOB price shall also be indicated.

(b) Plant and equipment including mandatory spares manufactured or fabricated within the Employer's country (Schedule 2) including type test charges for type test to be conducted in India shall be quoted on an EXW (ex factory, ex works, ex warehouse or off-the-shelf, as applicable) basis, and shall be inclusive of all costs. Taxes, duties and levies as per GST Rules in respect of transactions between the Employer and the Contractor shall not be included in the base price but shall be quoted separately.

The price quoted in respect of all items in the above schedule shall be excluding GST applicable on transaction between the Employer and the Contractor.

(c) Local transportation, insurance, port handling and custom clearance and port charges and other local costs incidental to delivery of the Plant and Equipment including mandatory spares shall be quoted separately (Schedule 3). The Employer shall be responsible and be liable for payment of custom duty and Taxes, duties and levies as per GST Rules on CIF component of the Plant and equipment including mandatory spares to be supplied from abroad. However, the
Employer, as an importer, shall furnish promptly necessary clarifications and documents as may be required to be furnished by the importer for the purpose of customs clearance.

(d) Installation/Erection Charges shall be quoted separately (Schedule 4) and shall include rates and prices for all labour, Contractor’s equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, provision of operations and maintenance manuals etc. wherever identified in the bidding documents as necessary for the proper execution of all installation services except those priced in other schedules. The expatriate supervision charges shall be included in the charges for installation services.

(e) Deleted.

(f) The bidder shall quote separately the Taxes, duties and levies as per GST Rules for the portion of supply of the goods & Services in Employer’s country, as applicable in their quoted bid price and Employer would not bear any additional liability on this account except as stated in the bid. Employer shall, however, deduct such taxes at source as per the rules and issue Tax Deducted at Source (TDS) Certificate to the bidder as per prevailing tax laws applicable to the contract. In case the taxes, duties and levies as per GST Rules on transactions between employer and the contractor is covered under the Reverse Charge provisions full tax has to be stated/mentioned in the quoted prices/bid. However, where the Reverse Charge Mechanism provisions are applicable, DTL shall not pay the applicable tax amount to the contractor and will deposit directly to the Govt. treasury.

(g) To facilitate the bidders, Employer has indicated an HSN/SAC code and rate of GST against each item in the Price Schedule. It shall entirely be the responsibility of the bidder to check the HSN/SAC code and rate of GST given against each item. The bidder may either confirm the HSN and rate of GST or if the bidder opts to classify the item in question under a different HSN/SAC code or opts to indicate a different rate of GST, bidder may indicate the same in the columns provided. The bidders shall solely be responsible for HSN/SAC classification and the rate of GST for each item. Employer’s liability for reimbursement of GST shall be GST applicable at the rate as confirmed/deemed confirmed in the bid and as accepted by the employer.

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.

(h) Recommended Spare parts and Recommended Test equipment shall be quoted separately (Schedule 10) as specified in either sub-paragraph (a) or (b) above in accordance with the origin of the spare parts and test equipment. Schedule 10 shall not be part of Bid Evaluation.

10.4.1 **Deemed Export Benefits**

There will be no Deemed Export Benefits.

10.5 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the

10.6 The Prices quoted by the bidder shall be fixed during the Bidder’s Performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10.7 It is obligatory that the Bidders shall avail centralized shipping arrangements through the 'Chartering Wing viz., 'TRANSCHART' of Ministry of Surface Transport, Govt. of India or otherwise the Bidders shall obtain on their own 'No objection Certificate' from Ministry of Surface Transport, Govt. of India well in advance. However, DTL shall not be responsible for any delay whatsoever on this account.

11.0 Bid Currency:

11.1 Prices shall be quoted in the currency of the employer's country i.e. INR Only:

(a) Plant and equipment including mandatory spares covered under ITB Sub-Clause 10.4 (a) and recommended spare parts covered under ITB Sub-Clause 10.4(h) sourced from outside India shall be quoted in shall be quoted in the currency of the employer's country.

(b) Plant and equipment including mandatory spares covered under ITB Sub-Clause 10.4 (b) to be supplied from within the Employer's country shall be quoted in the currency of the employer's country.

(c) Local transportation, insurance and other local costs incidental to delivery of the plant and equipment covered under ITB Sub-Clause 10.4 (c) and installation services covered under ITB Sub-Clause 10.4 (d) shall be quoted in the currency of the employer's country.

12.0 Bid Security

12.1 The bidder shall furnish, as a part of its bid, a bid security in the currency of the employer's country as stipulated below:

Amount of Bid Security: Indian Rupees of Rs.1,59,59,221/- (Rs. One Crore Fifty Nine Lakh Fifty Nine Thousand Two Hundred Twenty One Only). The bid security must be submitted in the form provided in the bidding document.

12.2 The bid security shall, at the Bidder's option, be in the form of a crossed bank draft/pay order/banks certified cheque /irrevocable letter of credit or a bank guarantee issued either:

(a) by a reputed bank located in the country of Employer and acceptable to the Employer, or

(b) by a foreign bank confirmed by either its correspondence bank located in the country of Employer which should be reputed and acceptable to the Employer, or;

(c) By a Public Sector Bank in the country of Employer.

The format of the bank guarantee shall be in accordance with the form of bid security included in the bidding documents. Bid security shall remain valid for a period of
forty-five (45) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause 13.2.

12.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as being non-responsive. The bid security of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

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

12.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement, pursuant to ITB Clause 31, and has furnished the required performance security, pursuant to ITB Clause 32.

12.6 The bid security may be forfeited

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

   b) In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or

   c) If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 21.2; or

   d) If, as per the Qualifying Requirements the Bidder has 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, before opening of price bid; 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 31, or

       (ii) To furnish the required performance security, in accordance with ITB Clause 32.”

12.7 In case the Bid is submitted by a Joint Venture, the Bid Security shall be in the name of the Joint Venture covering all partners of the Joint Venture and not in the name of the Lead Partner or any partner(s) of the Joint Venture alone.

13.0 Period of Validity of Bid

13.1 Bids shall remain valid for 180 days after the date of opening of bids (excluding the date of Bid Opening) pursuant to ITB Sub-Clause 16.1. A bid valid for a shorter period shall be rejected by the Employer as being non-responsive.

13.2 In exceptional circumstances, the Employer may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing or by 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 nor permitted to modify its bid.
14.0 Format and Signing of Bid

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

14.2 The original and all copies of the bid, each consisting of the documents listed in ITB Sub-Clause 8.1, shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The later authorization shall be indicated by written power of attorney accompanying the bid and submitted as Attachment 2 to the Bid under ITB Sub-Clause 8.3. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

14.3 Any interlineations, erasures or overwriting shall only be valid if they are initialed by the signatory (ies) to the bid.

D. Submission of Bids

15.0 Sealing and Marking of Bids

15.1 The Bidder shall submit the sealed bids in Two Part i.e. PART-I (TECHNO-COMMERCIAL BID)” and PART-II (PRICE BID) each in separate envelopes. The Bidder shall seal the original and each copy of the bid(s) in separate envelopes duly marking the envelopes as "ORIGINAL BID" and "COPY No. [Number]". Bid security in the amount stipulated in the ITB shall be submitted in a separate sealed envelope having marking as “Bid Security”. Similarly, the Integrity Pact (in Original) in accordance with ITB clause 8.3 (n) shall be submitted in separate sealed envelope alongwith bid having marking as “Integrity Pact. The separate envelopes containing original & copies of PART-I (TECHNO-COMMERCIAL BID)”, “PART-II (PRICE BID), Bid Security and Integrity Pact shall then be sealed in an outer envelope.

15.2 The inner and outer envelopes shall

(a) be addressed to the Employer at the address given in the ITB,
   In Person or by post:
   
   DGM (T) Contract,
   Delhi Transco Limited,
   Room No.-107, 1ST Floor Pre-Fabricated Building,
   Rajghat Power House,
   New Delhi-110002 (India),
   Phone : 23275290
   Fax No. 011-23275289,
   Email : dgmcontract.cmm@dtl.gov.in

   and

(b) bear the contract name indicated in the ITB, the Invitation for Bids title and number indicated in the ITB,, and the statement "DO NOT OPEN BEFORE [date]," {except on the envelope containing Part-II(Price bid)} to be completed
with the time and date specified in the ITB, pursuant to ITB Sub-Clause 16.1.

**BID TITLE:**
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation.

Tender No.: T19P080231.

Do not open before …… Hrs on… (as per web notification and relevant corrigendum)…..

Bid guarantees in original shall be submitted in a separate envelope on which the contents shall be super scribed.

The Bid Forms and Price Schedules shall be enclosed in separate envelope on which the contents shall be super scribed.

The Integrity Pact shall be enclosed in separate envelope on which the contents shall be super scribed.

15.3 The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late."

15.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 15.2 above, the Employer will assume no responsibility for the bid's misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

15.5 Bid should be submitted in Bound Form and each page of bid should be signed.

16.0 **Deadline for Submission of Bids**

16.1 Bids must be received by the Employer at the address specified under ITB Sub Clause 15.2 no later than the time and date stated in the ITB. In the event of the specified date for the submission of bids being declared a holiday for the Employer, the bids will be received upto the appointed time on the next working day. Dead line for submission of Bid and its modification and withdrawal, if any:

Date & Time:…. (as per web notification and relevant corrigendum)………………

16.2 The Employer may, at its discretion, extend this deadline for submission of bids by amending the bidding documents in accordance with ITB Sub-Clause 6.3, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.

17.0 **Late Bids**

17.1 Any bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 16, will be rejected and returned unopened to the
18.0 **Modification and Withdrawal of Bids**

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

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

(a) The Bidders shall provide one original and two copies of any modifications to its bid in two parts as provided in ITB clause 15, clearly identified as such, in two inner envelopes duly marked "Bid Modifications-Original" and "Bid Modifications-Copies." The inner envelopes shall be sealed in an outer envelope, which shall be duly marked "Bid Modifications." One (1) original and two (2) copies.

(b) Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB Sub-Clauses 15.2, 15.3 and 15.4.

18.3 A Bidder wishing to withdraw its bid shall notify the Employer in writing prior to the deadline prescribed for bid submission. The notice of withdrawal shall

(a) be addressed to the Employer at the address named in the ITB, and

(b) bear the contract name, the IFB number, and the words "Bid Withdrawal Notice." Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.  
Deadline for submission of Bid, its modification and withdrawal, if any : Date & Time:….. (as per web notification and relevant corrigendum)……………….

18.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 13 Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Sub-Clause 12.6.

**E. Bid Opening and Evaluation**

19.0 **Opening of Bids by Employer**

The bids submitted by the bidders shall be opened in two phases. In the first phase, the techno commercial bid (Part-I) shall be opened and the bids of the bidders found techno commercially successful after detailed evaluation shall be opened in the second phase.

19.1 The Employer will open the bids including withdrawals and modifications made pursuant to ITB Cl.19, in the presence of bidder's designated representative who chooses to attend the opening at the time, on the date and at the place specified in the ITB. Bidders' representatives shall sign a register as proof of their attendance.
“In the event of the specified date of bid opening being declared a holiday for the Employer, the bids shall be opened at the appointed time and location on the next working day.”

Bid Opening (Techno-commercial part-I):

DGM (T) Contract,
Delhi Transco Limited,
Room No.-107, 1ST Floor Pre-Fabricated Building,
Rajghat Power House,
New Delhi-110002 (India),
Phone : 23275290
Fax No. 011-23275289,
Email : dgmcontract.cmm@dtl.gov.in

Date & Time:…. (as per web notification and relevant corrigendum)………………

19.2 Envelopes marked “WITHDRAWAL” shall be opened first and the name of the Bidder shall be read out. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 18 shall not be opened.

19.3 The bidders’ names, deviations, bid modifications and withdrawals, the presence (or absence) of bid security, Integrity Pact, and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. Subsequently, all envelopes marked “MODIFICATION” shall be opened and the submissions therein read out in appropriate detail. No bid shall be rejected at bid opening except for late bids pursuant to ITB Clause 17. At the time of opening of price bids the bid prices, including any alternative bid prices or deviations, any discounts, and any such other details as the employer may consider appropriate, will also be announced by the employer.

19.4 The Employer will prepare minutes of the bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 19.3.

19.5 Bids not opened and read out at the time of techno commercial bid opening in part – I shall not be considered for further evaluation, irrespective of the circumstances.

20.0 Clarification of Bids

20.1 During evaluation of bid i.e Part-I and Part-II, the Employer may, at its discretion, ask the Bidder(s) for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

21.0 Preliminary Examination of Bids

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

21.2 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, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause 12.6 (c)".

21.3 The Employer may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in Attachment 6 and 6A to its bid, and that does not prejudice or affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB Clauses 23 and 24.

21.4 Prior to the detailed evaluation of PART-I (TECHNO-COMMERCIAL BID)”, the Employer will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, 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. The PART-II (PRICE BID) shall be opened only of those bidders whose TECHNO-COMMERCIAL BID is of acceptable quality.

21.4.1 “Bids containing deviations from critical provisions relating to (i) to (vii) below will be considered as non responsive:

(i) Appendix 2 to the Form of Contract Agreement (Price Adjustment): Clause No. 10.6 ITB
(ii) Bid Security: Clause No. 12.1, 12.2 ITB.
(iii) Performance Security: Clause 13.3 CC
(iv) Liquidated Damages & (Functional Guarantee): Clause 28 & 28.5 CC
(v) Defect Liability: Clause No. 27 CC
(vi) Payment: Clause No.12 CC
(vii) Time Schedule Appendix-IV

However, the bidders wishing to propose deviations to any of the above provisions must provide in the Attachment - 6A of the bid, the cost of withdrawal of such deviations. If the deviation to any of these provisions is not priced, the bid will be rejected. The evaluated cost of the bid shall include, in addition to the costs described in ITB Clause 24, the cost of withdrawal of the deviations from the above provisions to make the bid fully compliant with these provisions.
At the time of Award of Contract, if so desired by the Employer, the bidder shall withdraw these deviations listed in Attachment 6 and Attachment 6A at the cost of withdrawal stated by him in the bid. In case the bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid, his bid will be rejected and his bid security forfeited.”

21.5 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 & compliance of the complete provisions of TECHNO-COMMERCIAL bid itself without recourse to extrinsic evidence.

22.0 Conversion to Single Currency: Deleted.

23.0 Detailed Technical & Commercial Evaluation (Part-I)

23.1 The Employer will carry out a detailed evaluation of the Techno-Commercial (Part-I) offer to determine whether the technical/Commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical/commercial aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) overall completeness and compliance with the Techno-Commercial Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non responsiveness.

(b) achievement of specified performance criteria by the facilities & Qualifying requirements as provided in Annexure-A of ITB. The evaluation will also take into account the Bidder's financial, technical and production capabilities.

(c) type, quantity and long term availability of mandatory and recommended spare parts and maintenance services.

(d) any other relevant factors, if any, listed in the ITB, or that the Employer deems necessary or prudent to take into consideration.

23.2 When alternative technical sections have been permitted and offered in Attachment 7 to the bid, the Employer will make similar evaluation of the alternatives, which will be treated in the technical and commercial evaluations as if they were base bids. Where alternatives are not permitted, but have in any event been offered, they shall be ignored.
24.0 Evaluation of Price Bids (Part-II)

24.0 Evaluation and Comparison of Bids

24.1 The Employer will evaluate and compare the Bids previously determined to be substantially responsive, pursuant to ITB Clause 21.

24.2 The Employer's evaluation of Bid will exclude and not take into account any allowance for price adjustment during the period of execution of the Contract, if provided in the Bidding Documents.

24.3 The comparison shall be of ex-works price of the goods offered from within India, such price shall include all costs as well as duties and taxes paid or payable on components and raw-materials incorporated or to be incorporated in the goods and the CIF Port-of-Entry price of the goods offered from outside India.

24.4 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, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected.

24.5 The Employer's evaluation of Bid will take into account, in addition to the Ex-works/CIF bid price, the following factors.

(a) For goods offered from within India.

(i) Cost of inland transportation, insurance of finished goods.
(ii) Cost of installation services viz., unloading, storage, handling at site, insurance, installation including associated civil works, testing & commissioning of equipment/material, as specified.
(iii) Taxes, duties and levies as per GST Rules payable on all goods including bought out items which is to be mentioned by the bidder separately.
(iv) The cost of incidental services.
(v) Performance and productivity of the equipment offered
(vi) Cost of Withdrawal of Deviations (Attachment 6 & 6AVol III)
(vii) Time Schedule

(b) For goods offered from abroad.

(i) Cost of inland transportation & insurance including charges for port clearance/port handling.
(ii) Cost of installation viz., unloading, storage, handling at site, insurance, installation including associated civil works, testing & commissioning of equipment/materials to be supplied.
(iii) Indian customs duty and any other similar import taxes which may be levied for importation of the goods.
(iv) The cost of incidental services.
(v) Taxes, duties and levies as per GST Rules which is incidental to the delivery of goods at the final destination site which is to be mentioned by the bidder separately.
(vi) Performance and productivity of the equipment offered.
(vii) Cost of withdrawal of Deviation (Attachment 6 & 6A Vol-III.)
(viii) Time Schedule

The method will be followed in respect of the following:

24.6 (a) **Inland Transportation, ex-factory or from Port of Entry, Insurance and Incidentals:**

Bidder shall quote separately for inland transportation (including port handling & port clearance for goods offered from abroad) insurance charges and other incidental costs for delivery of goods to the Final Destination Site. The Bidders shall be required to assess the distance of the site from Ex-factory/Port of Entry to India and shall quote a composite and uniform unit rate for each equipment and also the total price for inland transportation & insurance charges for the package.

(b) **Cost of Installation services**

i) The cost of services for unloading, storage, handling at site, insurance installation including associated civil works, testing & commissioning of equipment/material shall be quoted by the Bidder in the manner indicated in price schedule.

ii) Total charges of expatriate personnel of a Foreign Bidder and imported equipment, is deemed to be included in the cost of installation services (including all foreign and Indian travel expenses, boarding and lodging charges, all tax liabilities and other incidental expenses).

(c) **Contractual and Commercial Deviations**

A. Bids containing deviations from critical provisions relating to the following clauses will be considered as non – responsive:

(i) Appendix 2 to the Form of Contract Agreement (Price Adjustment): Clause No. 10.6 ITB

(ii) Bid Security: Clause No. 12.1, 12.2 ITB.

(iii) Performance Security: Clause 13.3 CC

(iv) Liquidated Damages & (Functional Guarantee): Clause 28 & 28.5 CC

(v) Defect Liability: Clause No. 27 CC

(vi) Payment: Clause No.12 CC

(vii) Time Schedule: Appendix-4
However, the Bidders, wishing to propose deviations to any of the above provisions, must provide the cost of withdrawal of such deviations in Attachment 6A Volume-III of the Bidding Documents.

The cost of withdrawal of other Technical and Commercial deviations, if any, be given in Attachment 6 of bidding document Vol-III.

If the deviation to any of the provisions is not priced, the bid will be rejected.

At the time of award of contract, if so desired by the Employer, the Bidder shall withdraw the deviations listed in Deviation Schedules of Bid Form, Price and Other Schedules in their 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.

B. The evaluation shall be based on the evaluated cost of fulfilling the Contract with all commercial, contractual and technical obligations under the Bidding Documents. In arriving at the evaluated cost, the price of withdrawal of deviations as mentioned above, shown in the relevant schedule of Bid Form, price and other schedules, will be used.

(d) Deleted

(e) Performance & Productivity of the Equipment

(i) Bidder shall state the guaranteed performance or efficiency in response to the Technical Specifications. Plant & Equipment offered shall have minimum performance specified in Technical Specification to be considered responsive. Bids offering Plant and Equipment with a performance less that the specified may be rejected.

(ii) For the purpose of evaluation, the adjustment on the basis of per unit of differential loss in terms of Indian Rupees indicated in Clause 28.5 of Conditions of Contract will be added to the bid price.

The best parameter of loss quoted for the equipment by any technically responsive bidder shall be taken as basis and that quoted by the particular bidder shall be used to arrive at differential price to be applied for the bid.

(f) No credit will be given for the earlier delivery/completion and offers with delivery/completion beyond the completion period i.e. 24 months will be treated as unresponsive.

24.7 Bidder has to quote for the complete scope of work for subject package as stated in Section- Technical Specification, Vol.-II & Section I Vol.- I of the Bidding Documents. Bids covering partial scope of the work as specified in Technical Specification will be treated as incomplete and shall be rejected.
24.8 Conditional discount/rebate, if any, offered by the bidder shall not be taken into consideration for evaluation. It shall, however, be considered in case of award.

Discount(s)/rebate(s) offered by the bidder shall be indicated as a percentage of price component(s) and not as a lump sum amount. Bidder shall also indicate in his bid, the price component(s) on which the percentage discount is to be applied. In case the price component(s) on which the percentage discount is applicable is not indicated in the bid, then the discount will be adjusted in 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 adjusted in full from the ex-works price component (by proportionately reducing ex-works price of individual items), in case of award.

24.9 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 shall remain unaltered.

25.0 No margin of preference will be granted to plant & equipment manufactured in employers country.

26.0 Contacting the Employer

26.1 From the time of the opening of bids to the time the contract is awarded if any bidder wishes to contact the Employer on any matter related to the bid, it should do so in writing.

26.2 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.

F. Award of Contract

27.0 Post-Qualification

27.1 The Employer will determine to its satisfaction whether the Bidder selected as Techno-Commercially qualified & having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the ITB 8.3 (c) and (e)".

27.2 The determination will take into account the Bidder's financial, technical and production capabilities, in particular its contract, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder in Attachment 3 to the bid, as well as such other information as the Employer deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Employer will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

27.4 The capabilities of the vendors and subcontractors proposed in Attachment 5 to the bid to be used by the lowest evaluated Bidder will also be evaluated for acceptability.
Their participation should be confirmed with a letter of intent between the parties, as needed. Vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change to the bid price.

28.0 **Award Criteria**

28.1 Subject to ITB Clause 29, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the Bidder is determined to be qualified to perform the contract satisfactorily.

28.2 The Employer may request the Bidder to withdraw any of the deviations listed in Attachment 6 and 6A to the winning bid, at the price shown for the deviation in Attachment 6 and 6A to the bid. Bidder would be required to comply with all other requirements of the Bidding Documents except for those deviations which are accepted by the Employer."

28.3 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."

28.4 The mode of contracting with the successful bidder will be as per stipulation outlined in CC and briefly indicated below:

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

(i) First Contract: For Ex-Works supply and CIF supply, if any, of all equipments and materials including mandatory spares identifying separately the CIF and EXW components of the Supply.

(ii) Second Contract: For providing all services i.e. inland transportation for delivery at Site, unloading storage, handling at Site, installation, Testing and Commissioning including performance testing in respect of all the equipments supplied under the "First Contract" and any other services specified in the Contract Documents.

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

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

(i) First Contract: For CIF supply of all offshore equipments and materials including mandatory spares.

(ii) Second Contract: For Ex-Works supply of all equipments and materials including mandatory spares and

(iii) Third Contract: For providing all services i.e. port handling and custom clearance for the imported goods, further loading and inland transportation for delivery at Site, unloading, storage, handling at Site, installation, testing and commissioning including performance testing in respect of all the equipment supplied under the
First and Second Contracts and

All the three contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the others. The foreign bidder, however, has the option, to be exercised as a part of his bid proposal, to propose an Associate to execute the Second and/or Third Contract.

Further, in case of Foreign Bidder having proposed Indian Associate in its bid to execute the Second and Third Contract and having also furnished written unequivocal consent of the proposed Indian Associate to work as independent Contractor on the terms offered by the bidder and the proposed Indian Associate for the Second Contract (On-Shore Supply) and Third Contract (On-Shore Services Contract) is determined to be qualified and determined to have capacity and capability, as per the Qualification Requirement specified in Annexure-A (ITB), to perform the contract satisfactorily, then the employer will award the Second and Third Contract on said Indian Associate notwithstanding the overall responsibility and liability of the Foreign Bidder for successful performance of the Contract(s) in the event of award.

It is our understanding that as per extant provisions, Indian Income Tax is not payable on sale of goods, if contract is on Principal-to-Principal basis and the title of goods passes to the Employer outside India as in the proposed First Contract. The bidders are, however, advised to check the position from their own sources.

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

29.1 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. DELHI TRANSCO LIMITED reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

30.0 Notification of Award

30.1 Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract.

30.2 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Sub-Clause 12.4.

31.0 Signing the Contract Agreement

31.1 At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

31.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign and date the Contract Agreement and return it to the Employer.
32.0 Performance Security

32.1 Within twenty-eight (28) days after receipt of the notification of award, the successful Bidder shall furnish the performance security 10% (Ten percent) of the contract price in the form provided in the section "Sample Forms and Procedures" of the bidding documents or in another form acceptable to the Employer. The performance security of a joint venture shall be in the name of joint venture.

32.2 Failure of the successful Bidder to comply with the requirements of ITB Clause 31 or Clause 32 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Employer may make the award to the next lowest evaluated Bidder or call for new bids.

33.0 Adjudicator

33.1 No provision for adjudicator.

34.0 Corrupt or Fraudulent Practices

34.1 The DTL requires that Bidders/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the DTL:

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing this contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 42.2 of the Conditions of Contract.

35.0 After award of Contract, the contractor shall be solely responsible for RBI permissions for foreign bidders, if required, for opening Project office and project account in Delhi for execution of contract.

36.0 DTL can exercise option of buying one spare cable drum of 500 m length on quoted rates which will not be considered for price evaluation.
37.0 Anti-Profiteering Clause
The bidder shall comply with the provision of section 171 of the GST Act, 2017 and all the benefits accrued to him on account of any reduction in rate of tax on any supply of goods or service will be supplied to DTL under this Tender will be passed on to Delhi Transco Limited by way of commensurate reduction in the prices. In future, if anything found contrary, the bidder will be accountable for any contravention of the law and shall indemnify Delhi Transco Limited for the loss suffered on account of not passing the aforesaid benefit.
Annexure-A (ITB)

Qualification of the Bidder

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. Technical experience and financial resources of any proposed subcontractor shall not be taken into account in determining the Bidder’s compliance with the qualifying criteria. The bid can be submitted by an individual firm or a Consortium or a Joint Venture of two or more firms (Specific requirements for Consortium/ Joint Ventures are given under Para 1.1.3 below).

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) bidders work/manufacturing facilities visit, (iii) manufacturing capacity, details of works executed, works in hand, anticipated in future & the balance capacity available for the present scope of work, (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.

PART-A

1.1 Eligible Bidders:

(a) The bidder should be a cable manufacturer having experience of supply and laying, jointing, terminations & commissioning of cable as mentioned in clause no. 1.1.1 & 1.1.2 below respectively.

OR

(b) The bidder should be a cable manufacturer having experience as mentioned in clause no. 1.1.1 below and laying, jointing, termination & commissioning is carried out through an erector, who fulfils the criteria mentioned at 1.1.2 below. The bid shall include irrevocable consent letter (as per format Annexure-C2) from the proposed cable erector. The bidder should submit 2% of the total contract value as an additional guarantee towards irrevocable consent from erector.

OR

(c) The bidder should be an erector having experience as mentioned in clause no. 1.1.2 & supply cable system from such manufacturer(s) who fulfils the criteria mentioned at 1.1.1 below. The bid shall include irrevocable consent letter (as per format Annexure-C1) from the proposed cable manufacturer. The bidder shall furnish an additional performance guarantee for the cable for an amount of 10% of the CIF cost of such cable system. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder.

OR
(d) A joint venture firm or consortium consisting of two or more partners (maximum four) meeting experience of manufacturing and erection as mentioned in clause 1.1.1 & 1.1.2 collectively, each of whom shall be:

i) Either the manufacturers of XLPE cable meeting the technical experience as mentioned in clause No. 1.1.1 below or

ii) Erectors having technical experience as mentioned in clause No. 1.1.2 below or

iii) An entity having technical experience of manufacturing as well as erection as per clause 1.1.1 and 1.1.2 below.

OR

(e) Indian manufacturers who have Technical Collaboration with a foreign firm (collaborator) or the cable manufacturers who have established production line in India for cable based on technological support of their parent company/ principal provided the said Collaborator or the said Parent company/Principal meet the experience as mentioned in clause no. 1.1.1 below and laying, jointing, termination and commissioning is carried out by either such manufacturer himself meeting criteria in clause 1.1.2 or through an erector meeting criteria at clause 1.1.2 provided Indian manufacturer or subsidiary have conducted PQ and type test as per IEC on cable system. The Techno-commercial and legal arrangement between them shall be as per clause 1.1.4 below. A confirmation letter from the cable manufacturer/collaborator/ Parent Company/Principal along with the bid stating that cable manufacturer or the collaborator/Parent Company/Principals shall furnish an additional performance guarantee for an amount of 10% of the cost of such cable system. All the documents/evidences as required in this regard should be submitted along with the Part-I, Techno-Commercial bid.

(f) The Bidders shall submit the proof of work executed by them along with the Performance Certificates.

1.1.1 **Experience for 220 kV Cable System (Cable, Joints & Terminations)**

Manufacturer(s):

Manufacturer(s) of Cable System should:

a. Have experience in manufacturing and supplying of 220 kV or higher voltage class cables for at least last three years as on the date of bid opening and

b. Have designed, manufactured, type tested as per IEC, and supplied at least 10 (ten) km of single core 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2(two) years as on the date of bid opening and

c. Have designed, manufactured, type tested as per IEC, and supplied the joints & terminations for 220 kV or higher class cable system (including GIS terminations) for last three years as on the date of bid opening which must be in satisfactory operation for at least 2(two) years as on the date of bid opening. OR

Supplied the same from such manufacturers who have designed, manufactured, type tested as per IEC and supplied the joints & terminations for 220 kV or higher class cable system (including GIS terminations) for at least last three years as on the date of bid opening which must be in satisfactory operation for at least 2(two) years as on the date of bid opening.
provided such manufacturers have:

i. Carried out PQ test successfully as per IEC 62067 from the following labs
   1. CPRI, India.
   2. CESI, Italy.
   3. KEMA, Holland.
   4. FGH, Germany.
   5. CERL, UK.
   6. EDS, France.
   7. Hydra-Quebec, Canada.
   8. KERI, Korea.
   9. CRIEPI, Japan.
  10. EDF, France.
  11. IPH Germany.

OR

from any lab accredited by a body certified by International Laboratory Accreditation Cooperation (ILAC).

ii. The cable system (cable, joints & terminations) is successfully Type tested as per IEC 62067. The type tests shall be on the cable system from the same manufacturing unit from which cable system is being offered.

1.1.2 Experience for Laying, Jointing, Terminating, Testing & Commissioning:

The erectors for Laying, Jointing, Terminating, Testing & Commissioning of cable system should be:

Manufacturer(s) of 220 kV or higher class XLPE insulated cable who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 10(ten) km of single core, 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2 (two) years as on the date of bid opening.

OR

The erectors who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 10(ten) km of single core, 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2 (two) years as on the date of bid opening.

OR

Have successfully executed two (2) sub-stations or switchyards each having at least 2x100 MVA Power Transformer and 7 (seven) circuit breaker bays of 220 kV or above voltage class during last 10 years and which must be in satisfactory operation for at least two (2) years as on the date of bid opening provided:

i) Underground cable laying, jointing terminations are executed under the supervision of the cable manufacturer and manufacturers of jointing & termination kit respectively.
ii) Such erectors shall submit irrevocable consent letters (as per enclosed formats) from the respective manufacturers for supervision of the cable laying, jointing, termination & commissioning.

1.1.3 Techno-Commercial and Legal Arrangement of Joint Venture/Consortium:

In case of Joint Venture/Consortium, the following conditions shall also apply:

i) The bid, and in case of successful bid, the specified Form of Agreement shall be signed so as to be legally binding on all partners as per Performa in the bidding documents.

ii) Each Partner of the Joint Venture/Consortium must meet individually the minimum qualifying requirements given under clause 1.1.1 and/or 1.1.2. Further, all the partners of Joint Venture/Consortium shall meet collective requirements of Clauses 1.1.1 and 1.1.2 above.

iii) One of the partners shall be nominated as Lead Partner, and the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium, and the entire execution of the Contract shall be done with the Lead Partner. The Payment shall be made in the name of Joint Venture/Consortium. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory of all the partners as per Performa in bidding documents.

iv) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement of this effect shall be included in the authorization mentioned under (iii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid):

v) Agreement entered into by the Joint Venture/Consortium partners shall be submitted with the bid.

vi) There should be legally valid consortium/joint venture agreement as per the prescribed format for the purpose participation in the bidding process. The total number of partners of a consortium/joint venture shall be limited to four members.

vii) In case of Joint Venture/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

viii) The Consortium formed for the purpose of this Project shall be valid till completion of the performance guarantee period.

1.1.4 Techno-Commercial and Legal Arrangement for Indian Manufacturer with Foreign firm for Foreign Collaboration and for Foreign Firm establishing plant in India with their Parent Company:

1. The Foreign Manufacturers who have established production line in India for cable or the foreign collaborators, as referred in para 1.1 (e) above should have requisite experience as provided in clause 1.1.1 and 1.1.2 for complete design, manufacture, laying, jointing, terminations & commissioning of XLPE cable of 220 kV and above
voltage class provided Indian manufacturer or subsidiary have conducted PQ and type test as per IEC on cable system. Indian cable manufacturers referred in para 1.1 (e) above shall enter into Technical Collaboration agreement with the aforesaid foreign firm for complete design, manufacture, engineering and testing, of XLPE cable of 220 kV and above voltage class.

2. The cable manufacturer shall furnish a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations and be responsible under the contract in accordance with the requirement of the contract.

3. The Collaborator/ Parent Company/ Principals should ensure backup support for 5 years for successful operation of the offered cable and accessories.

4. Such bidder should be duly authorized by the Collaborator/ Parent Company/ Principals to supply and / or install the cable system in the owner’s country.

5. A confirmation letter from the cable manufacturer/ collaborator/ Parent Company/ Principals along with the bid stating that cable manufacturer or the collaborator/ Parent Company/ Principals shall furnish an additional performance guarantee for an amount of 10% of the cost of such cable system. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder for technical support of the Collaborator/ Parent Company/ Principals. However, the bidder shall be responsible for the overall performance of the contract.

6. All the above documents shall be submitted by the bidder along with the bid.

7. The above contract performance guarantee from the manufacturer or collaborator/ Parent Company/ Principals shall be submitted from its bank in favour of owner as provided in the bidding documents.

1.1.5 General Requirements

1. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above along with the bid.

2. All the Bidders shall submit the proof of work executed by them along with the Performance Certificates in support of their qualification.

3. The bidder shall have a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager.

4. The bidder should have adequate after sales support facility or shall establish the same in India for cable system so as to attend warrantee provisions under this contract.

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

6. Bidders must not have been blacklisted or deregistered by any Central/State Government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect.
7. A Bidder shall submit only one bid in the same tendering process, either individually as bidder or as a partner of a Joint Venture/Consortium. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually or as a partner of a Joint Venture/Consortium in the same bidding process.

8. The Bidders shall submit the documents namely Service Tax registration No., PAN & TIN No., EPF No.

9. Foreign manufacturers/suppliers should submit performance certificate from an end user located in a country other than the country where the product has been manufactured in support of satisfactory operation of the product offered.

1.2 Financial Position:

A) Individual Firms:
   For the purpose of this particular bid, bidders shall meet the following minimum criteria:
   
a) Minimum Average Annual Turnover (MAAT) of the bidder for best three years out of last five financial years as annualised should be:

   \[
   \text{MAAT} = \frac{1.5 \times \text{Estimated Cost}}{\text{completion period in years}}
   \]

   \[
   \text{MAAT} = Rs. 79,79,61,029/-
   \]

   b) Bidder shall have Liquid Assets (LA) and/or evidence of access to or availability of credit facilities of not less than:

   \[
   \text{LA} = \frac{3 \times \text{Estimated Cost}}{\text{completion period in months}}
   \]

   \[
   \text{LA} = Rs. 13,29,93,505/-
   \]

   In case bidder is a holding company, MAAT & LA referred to in clause 1.2 A) (a) & (b) 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, MAAT & LA referred to in clause 1.2 A) (a) & (b) above shall be that of subsidiary company only (i.e. excluding its holding company).

   Note: In case completion period is less than one (1) year, the denominator to calculate MAAT and LA shall be considered as one(1) and twelve(12) respectively.

B) Joint Venture/Consortium Firms:

   The figures for each of the partners of the joint venture/consortium shall be added together to determine the bidder’s compliance with the minimum qualifying criteria set out in 1.2 A) (a) & (b) above; however, in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

   The lead partner shall meet, not less than 40% of the minimum criteria given at Para 1.2 (A) (a) & (b) above. Each of the other partner(s) shall meet not less than 25% of the criteria given at 1.2 (A) (a) & (b) of PART-A above.

C) Indian Manufacturers with Foreign Collaboration:
The Indian manufacturer should meet the minimum financial qualifying criterion as mentioned in Clause 1.2 (A) above.

PART-B

1.0 Bidder shall be financially sound.

1.1 i) Bidder shall submit a certificate from their Banker(s) as per format (as per Annexure-1) indicating various fund based/non fund based limits sanctioned to the bidder and the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening.

ii) Bidder shall submit a monthly cash flow projection for execution of the contract having regard to implementation schedule. Bidder should indicate how funding gap in each month is proposed to be met.

iii) Bidder shall submit the complete Annual reports together with Audited statement of accounts of the company for last three years.

The Bidder shall submit the audited balance sheet and income statement of its own (separate) for the last 3 years (three years) and must demonstrate the soundness of their financial position showing long term profitability. Wherever necessary the Employer may make enquiries with the Bidder's bankers.

In the event the Bidder (being a company registered/ incorporated outside India or otherwise) is not able to furnish the above information of its own (separate), being a subsidiary company and the accounts are being consolidated with their Group/ Holding/ Parent company, the Bidder should submit the balance sheet, income statement, other information as required, of its own (separate), (not of its Group/ Holding/ Parent company) duly certified by:

i) Their statutory Auditor; or
ii) A Certified Public Accountant; or
iii) Their Company Secretary certifying that it is based on audited accounts, as the case may be.

Similarly, if the Bidder happens to be a Group / Holding / Parent Company, the Bidder should submit the above information of its own (separate), exclusive of its Subsidiaries, duly certified by:

i) Their statutory Auditor; or
ii) A certified Public Accountant; or
iii) Their Company Secretary certifying that it is based on audited accounts, as the case may be.

1.2 Cable Manufacturer shall have adequate 220 kV XLPE Cable Design infrastructure and capacity and procedures including quality control. Erector shall have adequate erection facilities and capacity and procedures including quality control.
2.0 To be qualified for award, bidders shall provide evidence satisfactory to the Employer of their capability and adequacy of resources to carry out the Contract effectively. Bids shall include the following information:

a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;

b) The qualification and experience of key personnel, proposed for carrying out the work;

c) Proposal for subcontracting elements of the supply of materials amounting to more than 10% of the Bid Price for each element;

d) Litigation History
   Information regarding any current litigation in which the bidder is involved, the parties concerned and disputed amount;

3.0 Bids submitted by a joint venture/ consortium of firms as partners shall comply with following requirements.

a) The bid shall include all the information listed in sub clause 2.0 (a) to (d) of PART - B above for each joint venture partner.

b) The bid, and in case of successful bid, the Form of Agreement shall be signed, so as to be legally binding on all partners;

4.0 No margin of preference will be granted to plant & equipment manufactured in employers country.

5.0 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

6.0 Public Sector Companies

   Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the above requirements, they also;

   a) are commercially oriented legal entities, distinct from the Employer, and are not a government department;

   b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts, and return on capital, powers to raise loans and obtain revenues, through the sale of goods or services; and

   c) are managerially autonomous.

7.0 Notwithstanding anything stated above the Employer reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.
FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT FACILITIES

BANK CERTIFICATE

This is to certify that M/s ……………………………. (Full Name & Address) ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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Prices shall be fixed during the currency of contract for all items/equipment and works.
CONSENT LETTER FROM CABLE MANUFACTURER
(To be submitted on the letterhead of the Company)

To
Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi-110002.

Dear Sir,

The undersigned on behalf of M/s…………….having its manufacturing units at ……………….. and registered office at……………. wish to confirm as under:

1. That, we shall supply cable/cable system to M/s ............ meeting the technical specification as specified in Delhi Transco Limited said Tender No. T19P080231

2. That, we as a Cable Manufacturer meet the qualifying criteria as specified in Clause 1.1.1 of Part-A, Annexure A, Section ITB, Volume-I of the said Tender No. T19P080231.

3. That, we shall supply the cable system in line with the agreed Time Schedule between Delhi Transco Limited and M/s…………..

4. That, we shall undertake supervision of cable laying, jointing, termination and commissioning in case of award of Contract to M/s…………….(To be submitted by an erector who is not having cable laying experience as provided in Cl 1.1.2).

5. That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of Tender Specifications.

6. That, we shall furnish an additional performance guarantee (unconditional) for an amount of 10% of the cost of such cable system as per NIT.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s............(Authorization letter enclosed).

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

Signature:...........
Name:...............
Designation:...........
Seal:............
CONSENT LETTER FROM CABLE ERECTOR  
(To be submitted on the letterhead of the Company)

To
Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi-110002.

IN RESPECT OF TURNKEY PACKAGE FOR DESIGN, ENGINEERING, SUPPLY, LAYING, JOINTING, TESTING AND COMMISSIONING OF 220KV D/C 1X1200 SQ.MM. U/G XLPE CABLE FROM 400KV TUGHLAKABAD SUBSTATION TO 220 KV MASJID MOTH SUBSTATION AGAINST TENDER NO. T19P080231

Dear Sir,

The undersigned on behalf of M/s…………….having its registered office at…………… wish to confirm as under:

1. That, we shall lay, joint, terminate (including GIS terminations) & commission for M/s …………… meeting the technical specification as specified in Delhi Transco Limited said Tender No. T19P080231.

2. That, we as a Erector meet the qualifying criteria as specified in Clause 1.1.2 of Part-A, Annexure A, Section ITB, Volume-I of the said Tender No. T19P080231.

3. That, we shall lay the cable system in line with the agreed Time Schedule between Delhi Transco Limited and M/s…………..

4. That, documentation in respect of our qualification and experience is enclosed with this consent letter as per the requirement of Tender Specifications.

5. That, we shall furnish an additional performance guarantee (unconditional) for an amount of 2% of total Contract value as per NIT.

That, Undersigned is authorized to submit this consent/confirmation letter on behalf of M/s………..(Authorization letter enclosed).

For and on behalf of M/s………

Signature:………
Name:…………...
Designation:……
Seal:……………
SECTION-III

CONDITIONS OF CONTRACT
(CC)
SECTION - III

Condition of Contract (CC)

A. Contract and Interpretation:

1.0 Definitions:

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

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


"CC" means the Conditions of Contract hereof.

"Day" means calendar day of the Gregorian Calendar.

"Month" means calendar month of the Gregorian Calendar.

"Employer" means the person named as below and includes the legal successors or permitted assigns of the Employer.

Delhi Transco Limited
Shakti Sadan
New Delhi-110002
Fax No. – 011-23234640
Tel. No. -011-23231748/23215198

"Project Manager" means the person appointed by the Employer in the manner provided in CC Sub-Clause 17.1 (Project Manager) hereof and named as such in the CC to perform the duties delegated by the Employer.

The Project Manager is: [Name, address, telephone, cable, e-mail id and facsimile numbers]

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

The Contractor is: [Name, address, telephone, cable and facsimile numbers ]

"Contractor's Representative" means any person nominated by the Contractor and named as such in the CC and approved by the Employer in the manner provided in CC Sub-Clause 17.2 (Contractor's Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

The Contractor’s Representative is: [Name, address, telephone, cable and facsimile numbers]
"Subcontractor," including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

"Arbitrator" means the person or persons appointed by agreement between the Employer and the Contractor to make a decision on or to settle any dispute or difference between the Employer and the Contractor referred to him or her by the parties pursuant to CC Sub-Clause 6.2 (Arbitrator) hereof.

"Contract Price" means the sum specified in Article 2.1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

"Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

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

"Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, Pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.

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

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

“Effective Date” means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the form of Contract Agreement.

“Taking Over” means the Employer’s written acceptance of the Facilities under the Contract, after successful Trial – Operation for the specified period in accordance with the Contract.

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

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activities</th>
<th>Duration in months from the effective date of contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Taking Over by the Employer upon successful Completion of: Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India)</td>
<td>18 months</td>
</tr>
</tbody>
</table>

The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalize the same with the Employer as per requirement specified in Technical Specifications, which shall form a part of the Contract.

**Note:** No credit will be given for the earlier delivery/completion and offers with delivery/completion beyond the completion period i.e. 18 months will be treated as unresponsive.

"**Completion**" means that the Facilities (or a specific part thereof where specific parts are specified in the CC) have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed and commissioning has been attained as per Technical Specifications followed by successful trial operation as provided in CC clause 24 (Completion of Facilities) and 25 (Commissioning and Operational Acceptance) hereof.

"**Precommissioning**" means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in CC Clause 24 (Completion) hereof.

“**Commissioning**” means operations of the facilities or any part thereof to be carried out by the Contractor as provided in CC Sub-Clause 25.1 (commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

"**Guarantee Test(s)**" means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of CC Sub-Clause 25.2 (Guarantee Test) hereof.

"**Operational Acceptance**" means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) in accordance with the provisions of CC Clause 28 (Functional Guarantees) hereof and shall include deemed acceptance in accordance with CC Clause 25 (Commissioning and Operational Acceptance) hereof.

"**Defect Liability Period**” means the period of validity of the warranties given by the
Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) as provided in CC Clause 27 (Defect Liability) hereof.

2. **Contract Documents**

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

3. **Interpretation**

3.1 **Language**

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

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

3.2 **Singular and Plural**
The singular shall include the plural and the plural the singular, except where the context otherwise requires.

3.3 **Headings**
The headings in the CC are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

3.4 **Persons**
Words importing persons or parties shall include firms, corporations and government entities.

3.5 **Incoterms**
Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.

3.6 **Entire Agreement**
Subject to CC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

3.7 **Amendment**
No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized
3.8 **Independent Contractor**
The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.

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

3.9 **Joint Venture or Consortium**
If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the employer 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 or consortium. The composition or the constitution of the joint venture or consortium shall not be altered without the prior consent of the Employer.

3.10 **Non-Waiver**

3.10.1 Subject to CC Sub-Clause 3.10.2 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.

3.10.2 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.

3.11 **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.

3.12 **Country of Origin**
"Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided.

4. **Notices**

4.1 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, airmail post, special courier, cable, telegraph, telex, facsimile, e-mail id or Electronic Data Interchange (EDI) to the address representative of each party hereto.
of the relevant party set out in the Conditions of Contract, with the following provisions.

Employer’s address for notice purposes: [Name, address and telephone, cable and facsimile numbers, e-mail id]

Contractor’s address for notice purposes: [Name, address and telephone, cable and facsimile numbers, e-mail id]

4.1.1 Any notice sent by cable, telegraph, telex, facsimile, e-mail or EDI shall be confirmed within two (2) days after despatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

4.1.2 Any notice sent by airmail post or 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 despatch, 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 airmail or special courier.

4.1.3 Any notice delivered personally or sent by cable, telegraph, telex, facsimile, e-mail or EDI shall be deemed to have been delivered on date of its despatch.

4.1.4 Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days' notice to the other party in writing.

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

5. Governing Law

5.1 The Courts at Delhi shall have the exclusive jurisdiction on all matters. The contract shall be governed and interpreted in accordance with the laws of the employer’s country, i.e India.

6. Settlement of Disputes

6.1. Adjudicator

Not applicable.

6.2.1 Arbitration

If at any time any question, dispute or difference shall arise between the Employer and the Contractor in connection with or arising out of the Contract or the carrying out of the Works either party shall be entitled to refer the matter to be finally settled by arbitration in accordance with the following provisions:

6.2.2 The arbitration shall be conducted by three arbitrators. One each to be nominated by the Contractor and the Employer and the third to be appointed as an umpire by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.
6.2.3 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration & Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be New Delhi, India.

6.2.4 The arbitration shall be conducted at New Delhi, India. The language of arbitration shall be English.

6.2.5 The Arbitrator(s) shall have full power to open up review and revise:
   a) Any decision of the Employer referred to arbitration, and
   b) Any certificate of the Employer related to the dispute.

6.2.6 The award given by the Arbitrator(s) under the Sub-clauses 6.2.1 & 6.2.3 shall be a speaking award.

6.2.7 Works to Continue

   Performance of the Contract shall continue during arbitration proceedings unless the Employer shall order suspension. If any such suspension is ordered the reasonable costs incurred by the Contractor and occasioned thereby shall be added to the Contract Price. No payments due or payable by the Employer shall be withheld on account of pending reference to arbitration.

6.2.8 Time Limit for Arbitration

   Formal notice of arbitration must be given to the other party, and where required to the appropriate arbitration body no later than 90 days after the issue of the Final Certificate of Payment.

6.2.9 Law and Procedure

6.2.9.1 Applicable Law

   The law, which is to apply to the Contract and under which the Contract is to be construed, shall be Indian law.

6.2.9.2 Procedural Law

   The law governing the procedure and administration of any arbitration instituted pursuant to Clause 6.0 shall be Indian law.

B. Subject Matter of Contract

7. Scope of Facilities

7.1. Unless otherwise expressly limited in the Technical Specifications, the Contractor’s obligation cover the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Precommissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures, specifications drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the
provision of supervision and engineering services the supply of labour, materials, equipment, spare parts (as specified in CC sub-clause 7.3 below) and accessories, Contractor’s Equipment; construction utilities and supplies, temporary materials, structures and facilities, transportation (including without limitation, unloading and hauling to, from and at the Site); and storage except for those supplies, works and services that will be provided or performed by the Employer, as set forth in Appendix-6 (Scope of Works and Supply by the Employer) to the Contract Agreement.

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

7.3 In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period specified in the CC. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedules, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price thereof and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts.

The Contractor shall ensure the availability of spare parts for the supplied items for a minimum period of fifteen (15) years from operational acceptance by the Employer.

7.4 The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. Other spare parts and components shall be supplied as promptly as possible, but at the most within six (6) months of placing the order and opening the letter of credit.

7.5 In the event of termination of production of spare parts:

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

(ii) Following such termination, the contractor shall furnish at no cost to the Employer the blueprints, drawings and specifications of the spare parts, if requested.

8. Time for Commencement and Completion

8.1 The Contractor shall commence work on the Facilities within the period specified in the CC and without prejudice to CC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in Appendix 4 (Time Schedule) to the Contract Agreement.

The contractor shall commence work on the facilities from the Effective Date of Contract for determining Time for completion as specified in the contract.

8.2 The Contractor shall attain Completion of the Facilities (or of a part where a separate time for Completion of such part is specified in the Contract) within the time stated in the CC or within such extended time to which the Contractor shall be entitled under CC
9. **Contractor's Responsibilities**

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

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

9.3 The Contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located that are necessary for the performance of the Contract, including, without limitation, visas for the Contractor's and Subcontractor's personnel and entry permits for all imported Contractor's Equipment. The Contractor shall acquire all other permits, approvals and/or licenses that are not the responsibility of the Employer under CC Sub-Clause 10.3 hereof and that are necessary for the performance of the Contract.

9.4 The Contractor shall comply with all laws in force in the country where the Facilities are installed and where the Installation Services are carried out. The laws will include all national, provincial, municipal or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Employer from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Subcontractors and their personnel, but without prejudice to CC Sub-Clause 10.1 hereof.

10. **Employer's Responsibilities**

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

10.2 The Employer shall be responsible for acquiring and providing legal and physical possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way, as specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement. The Employer shall give full possession of and accord all rights of access thereto on or before the date(s) specified in Appendix 6.

10.3 The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the site is located which such authorities or undertakings require the Employer to obtain them in the Employer’s name, are necessary for the execution of the Contract (they include those required for the performance by both the Contractor and the
10.4 If requested by the Contractor, the Employer shall use its best endeavors to assist the Contractor in obtaining in a timely and expeditious manner all permits, approvals and/or licenses necessary for the execution of the Contract from all local, state or national government authorities or public service undertakings that such authorities or undertakings require the Contractor or Subcontractors or the personnel of the Contractor or Subcontractors, as the case may be, to obtain.

10.5 Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel, shall supply and make available all raw materials utilities, lubricants, chemicals, catalysts, other materials and facilities, and shall perform all works and services of whatsoever nature, to enable the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of Appendix 6 (Scope of works and supply by the Employer) to the Contract Agreement at or before the time specified in the program furnished by the Contractor under CC Sub-Clause 18.2 (Program of Performance ) hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.

10.6 The Employer shall be responsible for the continued operation of the facilities after Operational Acceptance, in accordance with CC 25.3

10.7 All costs and expenses involved in the performance of the obligations under this CC Clause 10 shall be the responsibility of the Employer, save those to be incurred by the Contractor with respect to the performance of Guarantee Tests, in accordance with CC Sub-Clause 25.2.

C. Payment

11. Contract Price

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

11.2 The Contract Price shall be on lump sum basis. The Contract price shall be adjusted on account of variation in quantity in accordance with clause 39 CC. Further the CIF/Ex-works price component and installation price component shall also be subject to price adjustment in line with the provisions of Appendix 2 to Form of Contract Agreement

11.3 Subject to CC Sub-Clauses 9.2, 10.1 and 35 (Unforeseen Conditions) hereof, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

12. Terms of Payment

12.1 The Contract Price shall be paid as specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement. The procedures to be followed in making application for and processing payments shall be those outlined in the same Appendix 1.
12.2 No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.

12.3 The currency or currencies in which payments are made to the Contractor under this Contract shall be specified in Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, subject to the general principle that payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid.

12.4 All payments shall be made in currency or currencies specified in the corresponding Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, pursuant to CC 12.3.

13. Securities

13.1 Issuance of Securities

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

13.2 Advance Payment Security

13.2.1 The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, and in the same currency or currencies with a validity of up to the date of Completion of the Facilities portion in accordance with CC Clause 24 and be kept alive till the recovery of the full amount of advance with interest.

13.2.2 The Security shall be in the form provided in the bidding documents or in another form acceptable to the Employer. The security shall be discharged after completion of the facilities or relevant party thereof.

Procedure for effective reduction in the Advance Payment Security:

Recovery of the advance amount shall be made from each running bill proportionately. It should be clearly understood that reduction in the value of security for advance shall not in any way dilute the Contractor’s responsibility and liabilities under the Contract including in respect of the Facilities for which reduction in the value of security is allowed.

13.3 Performance Security

13.3.1 The Bidder shall submit performance guarantee of 10% of the contract value within twenty eight (28) days of the notifications of award, valid for 12 Months from operational acceptance. Then this performance guarantee shall be renewed periodically every year for next four years. Every renewal of performance guarantee shall be done by the contractor one month prior to the expiry date.

The bidder will submit an undertaking to the employer with a copy to the banker issuing the performance bank guarantee that the bidder will renew and submit the bank
guarantee within thirty days before the expiry of bank guarantee failing which it shall be encashed and credited in favour of DTL automatically by the banker without waiting for any instructions from DTL.

13.3.2 The performance security shall be in the form of unconditional Bank Guarantee attached hereto in the Section IV - Sample Forms and Procedures.

13.3.3 Reduction in the security pro rata to the Contract Price of any part of the Facilities is not admissible since separate time for Completion of part of the facilities is not applicable. However, if the Defects Liability Period has been extended on any part of the Facilities pursuant to CC sub-clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that part. The Security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor pursuant to CC Sub-Clause 27.10, is liable for an extended warranty obligation, the performance security shall be extended for the period and up to the amount specified in the CC clause 27.

13.3.4. In case of award of the contract to a Joint Venture, the performance security and the Bank Guarantee for advance payment shall be submitted in the name of the Joint Venture and not in the name of the Lead Partner or any Partner(s) of the Joint Venture alone.

13.4 Issuing Banks

The Advance Payment Security and Performance Security are to be provided by the Contractor in the form of ‘Bank Guarantee’ which should be issued either:

(a) by a reputed bank located in the country of Employer and acceptable to the Employer, or

(b) by a foreign bank confirmed by either its correspondence bank located in the country of Employer which should be reputed and acceptable to the Employer, or

(c) by a Public Sector Bank in the country of Employer.

All banks shall be nationalized and scheduled banks operating in India.

14. Taxes and Duties

14.1 For CIF Contract, the Contractor shall be entirely responsible for payment of all taxes, stamp duties, license fees and other such levies imposed out-side the employer’s country.

14.2 In case of Contract for domestic supplies and services, the Contractor 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 Employer.

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

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

14.4 In case of CIF Contracts, any Indian Customs duties or Taxes, duties and levies including GST the Stamp Duty and Import License Fee levied by the Government of India or any State Government in India on the equipment and materials covered in the Contract to be imported in to India against employer’s Import License and which will become the property of the Employer under the Contract, shall be to the Employer’s account and shall be paid directly by the Employer to Government of India or concerned authorities. In the event a contractor is required by law to pay such levies in India, the same shall be reimbursed by the Employer to the Contractor in Indian Rupees, upon presentation of satisfactory documentary evidence for having made such payments. The successful bidder shall submit a comprehensive list of all the goods to be imported in to India under the Contract to enable the Employer to obtain the Import License endorsement of Project Imports for availing concessional rate of customs and other import duties. However, the successful bidder shall arrange to get equipment assessed under ‘Project Rate’ or ‘merit rate’ of custom duty whichever is less as permitted under relevant notification for the type of Project. Any additional liabilities of customs and import duties or penalty thereon, due to discrepancy in the said list of goods or any other lapse of the Contract, shall be to the account of the Contractor.

Further, if any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Country where the site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from such tax savings to the maximum allowable extent. The contractor is ultimately liable to pass on the benefit so availed to the employer.

14.5 In respect of transactions between the Employer and the Contractor, the base price is inclusive of all cost as well as duties and tax (custom duties & levies, Taxes and duties as per GST Rules) paid or payable on components, raw materials and any other items used /incorporated or to be incorporated in the Plants & Equipments and other final goods & services to be supplied by the contractor under the proposed contract. No separate claim shall be paid by the Employer for taxes and duties included in respect of these items stated herein.

14.6 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 Contractor.

Reimbursement of GST by the Employer shall be at the rate applicable on the HSN/SAC of the goods/services supplied by the Contractor to the Employer as mutually agreed upon. The payment of GST on advance payment 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 Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice. GST payment against Advance payment shall be against a proforma invoice. Further, the Contractor shall, within 7 days from the date of receipt of Advance, furnish an Advance Receipt Voucher to the Employer, as prescribed under the GST Law.

The Contractor shall comply with all tax laws in force in India. The Contractor shall indemnify and hold harmless the Employer 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 Contractor or its personnel, including
the Subcontractors and their personnel.

14.7 Taxes, duties and levies as per GST Rules for the goods & Services under ‘transactions’ between contractor & Employer for destination site/state shall not be included in the base price. These amounts will be payable (along with subsequent statutory variation if any) on the supplies made by the Contractor, subject to submission of the documentary evidence indicating the said taxes paid by the contractor and GST credit is transferred to the Employer. But the amount of said taxes shall be limited to the tax liability on the transaction between the employer and the Contractor only. However, Employer will not bear any upward variation in GST rate due to change/disputes in classification relating to HSN/SAC code as quoted by the bidder at a later stage. Employer shall, however, deduct such taxes at source as per the rules and issue Tax Deduction at Source (TDS) Certificate to the Contractor as per the said rules.

14.8 For payment in respect of dispatches made directly from Contractor's works, Tax invoices raised by the Contractor shall be accepted as documentary evidence and for payment of GST. The amount of GST as stated in Tax invoice will be paid only after the GST credit is transferred to the Employer. However, the employer from time to time may also verify the payment / deposit of various taxes by the contractor, which the later has already claimed and charged in the previous invoices from the employer against the aforesaid transactions between employer and the contractor.

14.9 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 inclusive of duties, levies and charges prevailing at the date seven (07) days prior to the last date of bid submission. If any rates of Tax are increased or decreased or, a new Tax is introduced, or/an existing Tax is abolished in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to take into account any such change by addition to the Contract price or deduction therefrom, as the case may be (changes in law & regulations) hereof. However, these adjustments would be applicable to all transactions between the employer and the Contractor for which the taxes and duties are reimbursable by the Employer as per the Contract. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc by the Contractor.

In respect of raw materials, intermediary components etc forming part of base price of goods & services supplied under the contract, neither the employer nor the Contractor shall be entitled to any claim arising due to increase or decrease in the rate of Tax, introduction of a new Tax or abolition of an existing Tax in the course of the performance of the Contract. However, Employer will not bear any upward variation in GST rate due to change/disputes in classification relating to HSN/SAC code as quoted by the bidder at a later stage.

D. Intellectual Property

15. Copyright

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

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

16. Confidential Information

16.1 The Employer and the Contractor shall keep confidential and shall not, without the
written consent of the other party hereto, divulge to any third party any documents, data
or other information furnished directly or indirectly by the other party hereto in
connection with the Contract, whether such information has been furnished prior to,
during or following termination of the Contract. Notwithstanding the above, the
Contractor may furnish to its Subcontractor(s) such documents, data and other
information it receives from the Employer to the extent required for the Subcontractor(s)
to perform its work under the Contract, in which event the Contractor shall obtain from
such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the
Contractor under this CC Clause.16.

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

16.3 The obligation of a party under CC Sub-Clauses 16.1 and 16.2 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.

16.4 The above provisions of this CC Clause 16 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.

16.5 The provisions of this CC Clause 16 shall survive termination, for whatever reason, of
the Contract.

E. Execution of the Facilities

17. Representatives

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

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

17.2 Contractor's Representative & Construction Manager

17.2.1 If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Employer in writing to approve the person so appointed. If the Employer makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Employer objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this CC Sub-Clause 17.2.1 shall apply thereto.

17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in CC Sub-Clause 17.2.1.

17.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.

Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this CC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

17.2.3.1 Notwithstanding any thing stated in CC sub-Clause 17.1 and 17.2.1 above, for the purpose of execution of Contract, the Employer and the Contractor shall finalize and
agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Coordination Procedure.

17.2.4 From the commencement of installation of the Facilities at the site until Operational Acceptance, the Contractor’s Representative shall appoint a suitable person as the construction manager, (hereinafter referred to as “the Construction Manager”). The Construction Manager shall supervise all work done at the site by the Contractor and shall be present at the site throughout normal working hours, except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as his or her deputy.

17.2.5 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under CC Sub-Clause 22.3. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

17.2.6 If any representative or person employed by the Contractor is removed in accordance with CC Sub-Clause 17.2.5, the Contractor shall, where required, promptly appoint a replacement.

18. Work Program

18.1 Contractor's Organization

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

18.2 Program of Performance

The form of the program of performance of the Contract shall be in the form of the Critical Path Method (CPM), the PERT network, or other internationally used programs.

Within twenty-eight (28) days after the date of Notification of Award, the Contractor shall prepare and submit to the Project Manager a detailed program of performance of the Contract, made in the form specified in the CC and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in accordance with the program and to achieve completion, commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in appendix-4 (Time Schedule) to the Contract Agreement and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Times for Completion given in the CC and any extension
granted in accordance with CC Clause 40, and shall submit all such revisions to the Project Manager.

18.3 Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in CC Sub-Clause 18.2 (Program of Performance) 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.

18.4 Progress of Performance

If at any time the Contractor's actual progress falls behind the program referred to in CC Sub-Clause 18.2 (Program of Performance), or it becomes apparent that it will so fall behind, the Contractor shall, at the request of the Employer or the Project Manager, prepare and submit to the Project Manager a revised program, taking into account the prevailing circumstances, and shall notify the Project Manager of the steps being taken to expedite progress so as to attain Completion of the Facilities within the Time for Completion under CC Sub-Clause 8.2 (Time for Commencement and Completion), any extension thereof entitled under CC Sub-Clause 40.1 (Extension of Time for Completion), or any extended period as may otherwise be agreed upon between the Employer and the Contractor.

18.5 Work Procedures

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

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

19. Subcontracting

19.1 Appendix 5 (List of Approved Subcontractors) to the Contract Agreement specifies major items of supply or services and a list of approved Subcontractors against each item, including vendors. Insofar as no Subcontractors are listed against any such item, the Contractor shall prepare a list of Subcontractors for such item for inclusion in such list. The Contractor may from time to time propose any addition to or deletion from any such list. The Contractor shall submit any such list or any modification thereto to the Employer for its approval in sufficient time so as not to impede the progress of work on the Facilities. Such approval by the Employer for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

19.2 The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in CC Sub-Clause 19.1.
19.3 For items or parts of the Facilities not specified in Appendix 5 (List of Approved Subcontractors) to the Contract Agreement, the Contractor may employ such Subcontractors as it may select, at its discretion.

20. Design and Engineering

20.1 Specifications and Drawings

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

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

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

20.2 Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with CC Clause 39.3 (Changes Originating from Contractor).

20.3 Approval/Review of Technical Documents by Project Manager

20.3.1 The Contractor shall prepare (or cause its subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix-7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of CC sub-Clause 18.2 (Program of Performance).

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

CC sub-Clause 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager’s approval, but not to those furnished to the Project Manager for its review only.

20.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager’s approval in accordance with CC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefore and the modifications that the Project Manager proposes.
20.3.3 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.

20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager’s approval in accordance with CC sub-Clause 20.3.2. If the Project Manager approves the documents subject to modification(s), the Contractor shall make the required modifications the document shall be deemed to have been approved.

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

20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to an Arbitration for determination in accordance with CC Sub Clause 6.2 (Arbitration) hereof. If such dispute or difference is referred to Arbitration, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Arbitration upholds the Contractor's view on the dispute and if the Employer has not given notice under CC Sub Clause 6.2 (arbitration), then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Arbitration shall decide, and the Time for Completion shall be extended accordingly.

20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.

20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this CC Sub-Clause 20.3. If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of CC Clause 39 (Change in the Facilities) shall apply to such request.

21. Procurement

21.1 Plant and Equipment

Subject to CC Sub-Clause 14.2, the Contractor shall manufacture or procure and transport all the Plant and Equipment in an expeditious and orderly manner to the Site.

21.2 Employer-Supplied Plant, Equipment, and Materials

If Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement provides that the Employer shall furnish any specific items of machinery, equipment or materials to the Contractor, the following provisions shall apply:
21.2.1 The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to CC Sub-Clause 18.2 (Program of Performance), unless otherwise mutually agreed.

21.2.2 Upon receipt of such item, the Contractor shall inspect the same visually and notify the Project Manager of any detected shortage, defect or default. The Employer shall immediately remedy any shortage, defect or default, or the Contractor shall, if practicable and possible, at the request of the Employer, remedy such shortage, defect or default at the Employer's cost and expense. After inspection, such item shall fall under the care, custody and control of the Contractor. The provision of this CC Sub-21.2.2 shall apply to any item supplied to remedy any such shortage or default or to substitute for any defective item, or shall apply to defective items that have been repaired.

21.2.3 The foregoing responsibilities of the Contractor and its obligations of care, custody and control shall not relieve the Employer of liability for any undetected shortage, defect or default, nor place the Contractor under any liability for any such shortage, defect or default whether under CC Clause 27 (Defect Liability) or under any other provision of Contract.

21.3 Transportation

21.3.1 The Contractor shall at its own risk and expense transport all the Plant and Equipment and the Contractor's Equipment to the Site by the mode of transport that the Contractor judges most suitable under all the circumstances.

21.3.2 Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport operated by any person to carry the Plant and Equipment and the Contractor's Equipment.

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

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

21.4 Customs Clearance

The Contractor shall, at its own expense, handle all imported Plant and Equipment and Contractor’s Equipment at the point(s) of import and shall handle any formalities for customs clearance including liabilities for port charges if any, subject to the Employer’s obligations under CC sub-Clause 14.4, provided that if applicable laws or regulations require any application or act to be made by or in the name of the employer, the
employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance due to the fault of the employer, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to CC Clause 40.

21.5 **Delivery and Documents**

21.5.1 **For Imported Goods**

Upon shipment, the Contractor shall notify the Employer and the Insurance company by cable or telex of the full details of the shipment including Contract number, description of goods, quantity, the vessel, the bill of lading/Airway Bill number and date, port of loading, date of shipment, port of discharge, etc. The Contractor shall mail the following documents to the Employer, with a copy to the Insurance Company:

1) Copies of the Contractor’s invoice showing Contract Agreement reference, goods description, quantity, unit price, total amount;

2) Original (3/3) and six copies of the negotiable, clean on-board bill of lading/Airway Bill marked freight prepaid and six copies of non-negotiable bill of lading/Airway Bill;

3) Copies of packing list identifying contents of each package (6 copies);

4) Original insurance policy certification (3 copies);

5) Manufacture’s/Contractor’s guarantee certificate of Quality;

6) Material Inspection & Clearance Certificate (MICC) for dispatch, issued by the Employer’s representative and the Contractor’s factory inspection report, test certificates (3 copies); and

7) Certificate of origin.

The above documents shall be air mailed/faxed by the Contractor to reach the Employer with in one week from date of shipment to enable the Employer to make progressive payment to the Contractor and also make necessary arrangement for payment of custom duties etc. The Contractor will be responsible for any consequent expenses due to delay in furnishing the above documentation.

21.5.2 **For Domestic Goods**

Upon shipment, the Contractor shall notify the employer and the Insurance Company by cable or telex of the full details of the dispatch including Contract number, description of goods, quantity, R/R or L/R number and date, place of loading, date of dispatch etc. The Contractor shall mail the following documents to the Employer, with a copy to Insurance Company:

1) Copies of the Contractor’s invoice showing Contract Agreement reference, goods description, quantity, unit price, total amount (6 copies);

2) Copies of packing list identifying contents of each package (6 Copies);

3) Railway receipt / Receipted LR;
4) Manufacturer’s / Contractor’s guarantee certificate of Quality.

5) Material Inspection & Clearance Certificate (MICC) for dispatch issued by the Employer’s representative and the Contractor’s factory inspection report & test certificate (3 copies) and insurance certificate (3 copies); and

6) Certificate of origin.

21.6 Packing

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

21.6.2 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 Employer consistent with the requirements of the Contract.

21.7 Indemnity Bond

For the equipment/material to be provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the material at Site and execute an Indemnity Bond in favour of the Employer against loss, damage and any risks involved for the full value of the material and obtain authorization letter from Employer as per Performa given at Section -IV. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of Operational Acceptance of the equipment by the Employer.

22. Installation

22.1 Setting Out/Supervision/Labour

22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.

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

22.1.2 Contractor's Supervision:

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

### 22.1.3 Labour:

(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor is encouraged to use local labour that has the necessary skills.

(b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.

(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and personnel to be employed on the Site into the country where the Site is located.

(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

(e) The Contractor shall at all times during the progress of the Contract use its best endeavors to prevent any unlawful, riotous or disorderly conduct or behavior by or amongst its employees and the labour of its Subcontractors.

(f) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.

### 22.2 Contractor's Equipment

#### 22.2.1

All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.

#### 22.2.2

Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.

#### 22.2.3

The Employer will, if requested, use its best endeavors to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.
22.3 Site Regulations and Safety

The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.

Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities, gate control, sanitation, medical care, and fire prevention.

22.3.1 Compliance with Labour Regulations

22.3.1.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of the Employer at any point of time.

22.3.1.2 The Contractor shall keep the employer indemnified against any action by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

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

22.3.1.4 Some major laws as depicted below shall be applicable along with their latest amendments to establishments engaged in building and other construction works:

a) Workmen Compensation Act 1923: The Act provides for compensation in case of injury by accident arising out of and during the course of employment.

b) Payment of Gratuity Act 1972: Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees.

c) Employee P.F. and Miscellaneous Provision Act 1952: The Act provides for monthly contribution by the employer plus workers @ 10% or 8.33%. The benefits under the Act are:

1) Pension or family pension on retirement or death, as the case may be.
2) Deposit linked insurance on death in harness of the worker.
3) Payment of P.F. accumulation on retirement/death etc.

d) Maternity Benefit Act 1951: The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.

e) Contract Labour (Regulation & Abolition) Act 1970: The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by law. The Principal Employer is required to take Certification of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more labour contract labour.

f) Minimum Wages Act 1948: The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provision of the Act if the employment is a scheduled employment. Construction of Buildings, Roads, Runways are scheduled employments.

g) Payment of Wages Act 1936: It lays down as to by what date the wages are to paid, when it will be paid and what deductions can be made from the wages of the workers.

h) Equal Remuneration Act 1979: The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.

i) Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus is to be paid to employees getting Rs.2500/- per month or above upto Rs.3500/- per month shall be worked out by taking wages as Rs.2500/-per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

j) Industrial Dispute Act 1947: The Act lays down the machinery the procedure for resolution of Industrial disputes, in what situations a strike or lock out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.

k) Industrial Employment (Standing Orders) Act 1946: It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get the same certified by the designated Authority.

l) Trade Unions Act 1926: The Act lays down the procedure for registration of trade unions of workmen and employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

n) Inter-State Migrant workmen’s (Regulation of Employment & Conditions of Service) Act 1979: The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, traveling expenses from home upto the establishment and back, etc.

o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or construction work and other welfare measures, such as Canteens, First-Aid facilities, Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the government.

p) Factories Act 1948: The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 or more persons without the aid of power engaged in manufacturing process.

22.3.2 Protection of Environment

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

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

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

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

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

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

22.4 Opportunities for Other Contractors

22.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.

22.4.2 During currency of contract, the work by other external agencies in the cable route shall be done under the supervision and care of the contractor and DTL shall remain indemnified against losses, if any.

22.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.

22.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.

22.5 Emergency Work

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

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

22.6 Site Clearance

22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.

22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.

22.7 Watching and Lighting

The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the proper execution and the protection of the Facilities, or for the safety of the employers and occupiers of adjacent property and for the safety of the public.

22.8 Work at Night and on Holidays

22.8.1 Unless otherwise provided in the Contract, no work shall be carried out during the night and on public holidays of the country where the Site is located without prior written consent of the Employer, except where work is necessary or required to ensure safety of the Facilities or for the protection of life, or to prevent loss or damage to property, when the Contractor shall immediately advise the Project Manager, provided that provisions of this CC Sub-Clause 22.8.1 shall not apply to any work which is customarily carried out by rotary or double-shifts.

22.8.2 Notwithstanding CC Sub-Clauses 22.8.1 or 22.1.3, if and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Employer's consent thereto, the Employer shall not unreasonably withhold such consent.

23. Test and Inspection

23.1 The Contractor shall at its own expense carry out at the place of manufacture and/or on the Site all such tests and/or inspections of the Plant and Equipment and any part of the Facilities as are specified in the Contract.

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

23.3 Whenever the Contractor is ready to carry out any such test and/or inspection, the
Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager (or their designated representatives) to attend the test and/or inspection. For notification of testing, four weeks shall be deemed as reasonable advance notice.

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

If the Employer or Project Manager (or their designated representatives) fails to attend the test and/or inspection, or if it is agreed between the parties that such persons shall not do so, then the Contractor may proceed with the test and/or inspection in the absence of such persons, and may provide the Project Manager with a certified report of the results thereof.

23.5 The Project Manager may require the Contractor to carry out any test and/or inspection not required by the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of work on the Facilities and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

23.6 If any Plant and Equipment or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under CC Sub-Clause 23.3. If the inspection is not materialized due to the reasons attributable to contractor then all the expenses including to & fro airfare and TA, DA shall be to the account of the contractor.

23.7 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Plant and Equipment or part of the Facilities that cannot be settled between the parties within a reasonable period of time, it may be referred to an Arbitration for determination in accordance with CC Sub-Clause 6.2

23.8 The Contractor shall afford the Employer and the Project Manager, at the Employer's expense, access at any reasonable time to any place where the Plant and Equipment are being manufactured or the Facilities are being installed, in order to inspect the progress and the manner of manufacture or installation, provided that the Project Manager shall give the Contractor a reasonable prior notice.

23.9 The Contractor agrees that neither the execution of a test and/or inspection of Plant and Equipment or any part of the Facilities, nor the attendance by the Employer or the Project Manager, nor the issue of any test certificate pursuant to CC Sub-Clause 23.4, shall release the Contractor from any other responsibilities under the Contract.

23.10 No part of the Facilities or foundations shall be covered up on the Site without the Contractor carrying out any test and/or inspection required under the Contract. The Contractor shall give a reasonable notice to the Project Manager whenever any such part of the Facilities or foundations are ready or about to be ready for test and/or inspection;
such test and/or inspection and notice thereof shall be subject to the requirements of the Contract.

23.11 The Contractor shall uncover any part of the Facilities or foundations, or shall make openings in or through the same as the Project Manager may from time to time require at the Site, and shall reinstate and make good such part or parts.

If any part of the Facilities or foundations have been covered up at the Site after compliance with the requirement of CC Sub-Clause 23.10 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating, and making good the same shall be borne by the Employer, and the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been delayed or impeded in the performance of any of its obligations under the Contract.

24. Completion of the Facilities

24.1 As soon as the Facilities or any part thereof has, in the opinion of the Contractor, been completed operationally and structurally and put in a tight and clean condition as specified in the Technical Specifications, excluding minor items not materially affecting the operation or safety of the Facilities, the Contractor shall so notify the Employer in writing.

24.2 Within seven (7) days after receipt of the notice from the Contractor under CC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement for Precommissioning of the Facilities or any part thereof.

Pursuant to Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, the Employer shall also provide, within the said seven (7) day period, the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Precommissioning of the Facilities or any part thereof.

24.3 As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters if so specified in Appendix 6 (scope of works and supply by the Employer) have been provided by the Employer in accordance with CC Sub-Clause 24.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part there of in preparation for Commissioning.

24.4 As soon as all works in respect of Precommissioning are completed and in the opinion of the Contractor, the facilities or any part thereof is ready for commissioning, the Contractor shall commence Commissioning as per procedures stipulated in Technical Specification and as soon as Commissioning is satisfactorily completed, the Contractor shall so notify the Project Manager in writing. (Also refer CC 25.2.3)

24.5 The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under CC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Forms and Procedures section in the bidding documents, stating that the Facilities or that part thereof have reached Completion as at the date of the Contractor's notice under CC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.
If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in CC Sub-Clause 24.4.

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

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

24.6 If the Project Manager fails to issue the Completion Certificate and fails to inform the Contractor of any defects and/or deficiencies within fourteen (14) days after receipt of the Contractor's notice under CC Sub-Clause 24.4 or within seven (7) days after receipt of the Contractor's repeated notice under CC Sub-Clause 24.5, or if the Employer makes use of the Facilities or part thereof, then the Facilities or that part thereof shall be deemed to have reached Completion as of the date of the Contractor's notice or repeated notice, or as of the Employer's use of the Facilities, as the case may be.

24.7 As soon as possible after Completion, the Contractor shall complete all outstanding minor items so that the Facilities are fully in accordance with the requirements of the Contract, failing which the Employer will undertake such completion and deduct the costs thereof from any monies owing to the Contractor.

25. Commissioning and Operational Acceptance

25.1 Commissioning

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

If any Plant and Equipment or any part of the Facilities fails during Commissioning, the Contractor shall either rectify (if fault is minor) or replace such Plant and Equipment or part of the Facilities.

25.1.2 The Employer shall unless otherwise specified in Technical Specifications supply the operating and maintenance personnel and all raw material, utilities, lubricants, chemicals, catalysts, facilities, service and other matters required for Commissioning.

25.1.3 Trial - Operation

25.1.3.1 Trial – Operation of the Facilities or any part thereof shall be commenced by the Contractor immediately after the Commissioning is completed pursuant to CC Sub-Clause 25.1.1

25.1.3.2 Trial – Operation of the Facilities or any part thereof shall be completed by the Contractor for the period specified in Technical Specification (or for a continuous period of 24 hours where such period in not specified in Technical Specification) and as per procedures detailed in Technical Specifications.
25.1.3.3 At any time after the events set out in CC Sub-Clause 25.1.3.2 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Taking Over Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as on the date of such notice.

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

25.1.4 Taking Over

25.1.4.1 Upon successful Trial – Operation of the Facilities or any part thereof, pursuant to CC Sub-Clause 25.1.3, the Project Manager shall issue to the Contractor a Taking Over Certificate as a proof of the acceptance of the Facilities or any part thereof. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of Contract after issue of such certificate.

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

25.1.4.3 Upon Taking Over of the Facilities or any part thereof, the Employer shall be responsible for the care and custody of the Facilities or the relevant part thereof, together with the risk of loss or damage thereto, and shall thereafter take over the Facilities or the relevant part thereof.

25.2 Guarantee Test

25.2.1 The Guarantee Test (and repeats thereof) shall be conducted by the Contractor after successful trial operation of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Contract Documents. The Contractor’s and Project Manager’s advisory personnel shall attend the Guarantee Test. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test (and any repeats thereof).

25.2.2 If for reasons not attributable to the Contractor, the Guarantee Test of the Facilities or the relevant part thereof cannot be successfully completed within the period from the date of Completion specified in the CC or any other period agreed upon by the Employer and the Contractor, the Contractor shall be deemed to have fulfilled its obligations with respect to the Functional Guarantees, and CC Sub-Claususes 28.2 and 28.3 shall not apply.

The Guarantee Test of the Facilities shall be successfully completed within twenty-six weeks from the date of Completion.

25.2.3 Completion- Guarantee Test- acceptance

In the event that the Contractor is unable to proceed with the Precommissioning of the Facilities pursuant to Sub-Clause 24.3, or with the Guarantee Test pursuant to Sub-Clause 25.2, for reasons attributable to the Employer either on account of non-availability of other facilities under the responsibilities of other contractor(s), or for...
reasons beyond the Employer’s control, the provisions leading to “deemed” completion of activities such as Completion of the Facilities, pursuant to CC Sub-Clause 24.6, Operational Acceptance, pursuant to CC Sub-Clause 25.3.4, Contractor’s obligations regarding Defect Liability Period, pursuant to CC Sub Clause 27.2, Functional Guarantee, pursuant to CC Clause 28, Care of Facilities, pursuant to CC Clause 32, and Suspension, pursuant to CC Sub-Clause 41.1, shall not apply. In this case, the following provisions shall apply.

25.2.3.1 When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause CC 25.2.3, the Contractor shall be entitled to the following:

a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to CC Sub-Clause 26.2.

b) payments due to the Contractor in accordance with the provisions specified in Appendix I (terms and Procedures of Payment) to the Contract Agreement, which would have not been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding these payments, subject to the provisions of Sub-Clause CC 25.2.3.2 below.

c) the expenses toward the above security and extension of other securities under the Contract, of which validity need to be extended, shall be reimbursed to the Contractor by the Employer.

d) the additional charges toward the care of the Facilities pursuant to CC Sub-Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause CC 25.2.3.3 below. The provisions of CC sub-Clause 33.2 shall apply to the Facilities during the same period.

25.2.3.2 In the event that the period of suspension under Sub-Clause CC 25.2.3 actually exceeds one hundred eighty (180) days, the Employer and the Contractor shall mutually agree to any additional compensation payable to the Contractor.

25.2.3.3 When the Contractor is notified by the Project Manager that the Facilities are ready for Pre-commissioning, the Contractor shall proceed without delay in performing all activities and obligations under the Contract.

25.3 Operational Acceptance

25.3.1 Subject to CC Sub-Clause 25.4 (Partial Acceptance) below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when

(a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or

(b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the CC or any other agreed upon period as specified in
CC Sub-Clause 25.2.2 above but successful completion of the facilities has been achieved; or

(c) the Contractor has paid the liquidated damages specified in CC Sub Clause 28.3 hereof; and

(d) any minor items mentioned in CC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

(e) as built drawings, and operating and maintenance manuals and CD’s etc. as per Technical Specifications of the Bidding Documents are furnished.

25.3.2 At any time after any of the events set out in CC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Bidding Documents or in another form acceptable to the Employer in respect of the Facilities or the part thereof specified in such notice as at the date of such notice.

25.3.3 The Project Manager shall, after consultation with the Employer, and within twenty-one (21) days after receipt of the Contractor’s notice, issue an Operational Acceptance Certificate.

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

25.4 Partial Acceptance

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

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

F. Guarantees and Liabilities

26. Completion Time Guarantee

26.1 The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified in the CC) within the Time for Completion specified in the CC pursuant to CC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under CC Clause 40 (Extension of Time for Completion) hereof.
26.2 If the Contractor fails to comply with the Time for Completion in accordance with Clause CC 26 for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Employer a sum equivalent to half percent (0.5%) of the Contract Price as liquidated damages for such default and not as a penalty, without prejudice to the Employer’s other remedies under the Contract, for each week or part thereof which shall elapse between the relevant Time for Completion pursuant to clause 26.1 above and the date stated in **Taking Over Certificate** of the whole of the Works (or a part for which a separate time for completion is agreed) subject to the limit of five percent (5%) of Contract Price. The Employer may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

For the application of liquidated damages, the schedule date for **Taking Over** of the entire system shall be the basis, and not intermediate schedule milestone.

26.3 No bonus will be given for earlier Completion of the Facilities or part thereof.

27. **Defect Liability**

27.1 The Contractor warrants that the Facilities or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the Plant and Equipment supplied and of the work executed.

27.2 The Defect Liability Period shall be five years from the date of Taking Over of the facilities (or any part thereof).

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

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

27.3 The Contractor's obligations under this CC Clause 27 shall not apply to  

(a) any materials that are supplied by the Employer under CC Sub-Clause 21.2 (Employer-Supplied Plant, Equipment and Materials), are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein.

(b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein.

(c) any other materials supplied or any other work executed by or on behalf of the
The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this CC Clause 27. The Contractor may, with the consent of the Employer, remove from the Site any Plant and Equipment or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

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

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Facilities passes such tests.

The tests in character shall in any case be not less than what has already been agreed by the employer and the Contractor for the original equipment/part of the Facilities.

If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than fifteen (15) days), the Employer may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by the Employer in connection therewith shall be paid to the Employer by the Contractor or may be deducted by the Employer from any amount due the Contractor or claimed under the Performance Security.

If the facilities or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Employer because of any of the aforesaid reasons.

Upon correction of the defects in the Facilities or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period of Sixty (60) months from the time such replacement/repair of the facilities or any part thereof.

At the end of Defect Liability Period, the Contractor’s liability ceases except for latent defects. The Contractor’s liability for latent defects warranty shall be limited to period of five (5) years from the end of Defect Liability Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the Defect Liability Period defined in this CC Clause 27, but later.

Except as provided in CC Clauses 27 and 33 (Loss of or Damage to Property/ Accident or Injury to Workers/Indemnification), the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect
of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after operational acceptance or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or willful action of the Contractor.

27.10 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the CC. Such obligation shall be in addition to the defect liability specified under CC Sub-Clause 27.2.

28. Functional Guarantee

28.1 The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.

28.2 If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract pursuant to CC Sub-Clause 42.2 and recover the payments already made to the Contractor.

28.3 If, for reasons attributable to the Contractor, the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not attained either in whole or in part, but the minimum level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement is met, the Contractor shall, at the Employer's option, either

(a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense within a mutually agreed time and shall request the Employer to repeat the Guarantee Test, or

(b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in Appendix 8 (Functional Guarantees) to the Contract Agreement.

28.4 In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under CC sub clause 28.3, up to the limitation of liability specified in the Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under CC Sub clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.
28.5  **Functional Guarantees, Liquidated Damages for Non-Performance**

28.5.1 The bidder shall guarantee that the equipment offered shall meet the rating and performance requirements stipulated for various equipment covered in this specification. The bidder shall also furnish a declaration in the manner prescribed and included in the relevant schedule of Bid Form & Price Schedules for guarantees, which shall attract levy of liquidated damages for non-performance.

28.5.2 If the guarantees are not established at factory tests in case of Cable system then the Employer at his discretion may reject or accept the equipment after assessing the liquidated damages as per table below in Clause 28.5.4 against the Contract and such amounts shall be deducted from the Contract Price or otherwise recovered from the Contractor.

28.5.3 Deleted

28.5.4 Differential Price Factors for Evaluation and Liquidated Damages:

(a) The factors and the respective Indian Rupees value per unit of differential loss for the purpose of calculation of differential price for the bid evaluation as specified in 24.6 (e) of ITB and Liquidated Damages shall be as stipulated below:-

The factors and the respective Indian Rupees Value per unit of differential loss over and above the guaranteed for the purpose of calculation of liquated damages for non-performances shall be as stipulated below:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Value in Indian Rupees per Kilowatt per KM per Cable Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable losses</td>
<td>Rs. 1,33,500/-</td>
</tr>
</tbody>
</table>

(b) For bid evaluation, the best parameter of loss quoted at rated voltage, rated frequency, rated current and at 75°C by any technical responsive bidder shall be taken as basis and that quoted by the particular bidder shall be used to arrive at differential price to be applied for the bid.

29.  **Patent Indemnity**

29.1 The Contractor shall, subject to the Employer's compliance with CC SubClause 29.2, indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Facilities by the Contractor or the use of the Facilities in the country where the Site is located; and (b) the sale of the products produced by the Facilities in any country.

Such indemnity shall not cover any use of the Facilities or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, any infringement resulting from the use of the Facilities or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract Agreement.
29.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in CC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

G. Risk Distribution

31. Transfer of Ownership

31.1 Ownership of the plant and equipment (including spare parts) to be imported into the country where the site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant and Equipment from the country of origin to that country and upon endorsement of the dispatch documents in favour of Employer.
31.2 Ownership of the Plant and Equipment (including spare parts) procured in the country where the site is located, shall be transferred to the Employer upon loading on to the mode of transport to be used to carry the Plant and Equipment from the works to the site and upon endorsement of the dispatch documents in favour of Employer.

31.3 Ownership of the Contractor's Equipment used by the Contractor and its Subcontractors in connection with the Contract shall remain with the Contractor or its Subcontractors.

31.4 Ownership of any Plant and Equipment in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant and Equipment in question are no longer required for the Facilities provided quantity of any Plant and Equipment specifically stipulated in the Contract shall be the property of the Employer whether or not incorporated in the Facilities.

31.5 Notwithstanding the transfer of ownership of the Plant and Equipment, the responsibility for care and custody thereof together with the risk of loss or damage thereto shall remain with the Contractor pursuant to CC Clause 32 (Care of Facilities) hereof until Completion of the Facilities or the part thereof in which such Plant and Equipment are incorporated.

32. Care of Facilities

32.1 The Contractor shall be responsible for the care and custody of the Facilities or any part thereof until the date of Completion of the Facilities pursuant to CC Clause 24 (Completion of the Facilities) or, where the Contract provides for Completion of the Facilities in parts, until the date of Completion of the relevant part, and shall make good at its own cost any loss or damage that may occur to the Facilities or the relevant part thereof from any cause whatsoever during such period. The Contractor shall also be responsible for any loss or damage to the Facilities caused by the Contractor or its Subcontractors in the course of any work carried out, pursuant to CC Clause 27 (Defect Liability). Notwithstanding the foregoing, the Contractor shall not be liable for any loss or damage to the Facilities or that part thereof caused by reason of any of the matters specified or referred to in paragraphs (a), (b) and © of CC Sub Clauses 32.2 and 38.1.

32.2 If any loss or damage occurs to the Facilities or any part thereof or to the Contractor's temporary facilities by reason of

(a) (insofar as they relate to the country where the Site is located) nuclear reaction, nuclear radiation, radioactive contamination, pressure wave caused by aircraft or other aerial objects, or any other occurrences that an experienced contractor could not reasonably foresee, or if reasonably foreseeable could not reasonably make provision for or insure against, insofar as such risks are not normally insurable on the insurance market and are mentioned in the general exclusions of the policy of insurance, including War Risks and Political Risks, taken out under CC Clause 34 (Insurance) hereof

(b) any use or occupation by the Employer or any third party (other than a Subcontractor) authorized by the Employer of any part of the Facilities

(c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein, The Employer shall pay to the Contractor all
sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with CC Clause 39 (Change in the Facilities). If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with CC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to CC SubClause 42.1 (Termination for Employer's Convenience) hereof, except that the Contractor shall have no entitlement to profit under paragraph (e) of CC Sub Clause 42.1.3 in respect of any unexecuted Facilities as at the date of termination.

32.3 The Contractor shall be liable for any loss of or damage to any Contractor's Equipment, or any other property of the Contractor used or intended to be used for purposes of the Facilities, except (i) as mentioned in CC Sub-Clause 32.2 (with respect to the Contractor's temporary facilities), and (ii) where such loss or damage arises by reason of any of the matters specified in CC SubClauses 32.2 (b) and (c) and 38.1.

32.4 With respect to any loss or damage caused to the Facilities or any part thereof or to the Contractor's Equipment by reason of any of the matters specified in CC Sub-Clause 38.1, the provisions of CC Sub-Clause 38.3 shall apply.

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

33.1 Subject to CC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property (other than the Facilities whether accepted or not), arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

33.2 If any proceedings are brought or any claim is made against the Employer that might subject the Contractor to liability under CC Sub-Clause 33.1, the Employer shall promptly give the Contractor a notice thereof and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

33.3 The Employer shall indemnify and hold harmless the Contractor and its employees, officers and Subcontractors from any liability for loss of or damage to property of the Employer, other than the Facilities not yet taken over, that is caused by fire, explosion or any other perils, in excess of the amount recoverable from insurances procured under CC Clause 34 (Insurance), provided that such fire, explosion or other perils were not caused by any act or failure of the Contractor.

33.4 The party entitled to the benefit of an indemnity under this CC Clause 33 shall take all reasonable measures to mitigate any loss or damage which has occurred. If the party fails to take such measures, the other party's liabilities shall be correspondingly reduced.

34. Insurance

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

(a) Cargo Insurance During Transport

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

(b) Installation All Risks Insurance

Covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

(c) Third Party Liability Insurance

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

(d) Automobile Liability Insurance

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the execution of the Contract.

(e) Workers' Compensation

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

(f) Employer's Liability

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

(g) Other Insurances

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

34.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to CC Sub-Clause 34.1, except for the Third Party Liability, Workers' Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to CC Sub-Clause 34.1 except for the Cargo Insurance During Transport, Workers' Compensation and Employer's Liability Insurances. All insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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

34.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

34.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in Appendix 3 (Insurance Requirements) to the Contract Agreement, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this CC Sub-Clause 34.5.

34.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in CC Sub-Clause 34.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in CC 34.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due to the Employer under the Contract any premium that the
Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer. If the Contractor fails to or is unable to take out and maintain in effect any such insurances, the Contractor shall nevertheless have no liability or responsibility towards the Employer, and the Contractor shall have full recourse against the Employer for any and all liabilities of the Employer herein.

34.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this CC Clause 34, and the monies payable by any insurers under all the insurance except Third Party Liability Insurance, Workers’ Compensation, and Employer’s Liability, shall be paid to the joint account of the Employer and the Contractor and such amounts paid shall be apportioned between the Employer and the Contractor in accordance with the respective responsibilities under the Contract. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer’s interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor’s interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

35. Unforeseen Conditions

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

On receiving any notice from the Contractor under this CC Sub-Clause 35.1, the Project Manager shall promptly consult with the Employer and Contractor and decide upon the actions to be taken to overcome the physical conditions or artificial obstructions encountered. Following such consultations, the Project Manager shall instruct the Contractor, with a copy to the Employer, of the actions to be taken.

35.2 Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in CC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an addition to the Contract Price.
35.3 If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in CC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with CC Clause 40 (Extension of Time for Completion).

36. Change in Laws and Regulations

36.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to direct transactions between the Employer and the Contractor and not on procurement of raw materials, intermediary components etc. by the Contractor. Further, no adjustment of the Contract Price shall be made on account of variation in deemed export benefits. 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.

37. Force Majeure

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

(a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war

(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts

(c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority

(d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague

(e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster

(f) shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.

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

37.3 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with CC Clause 40 (Extension of Time for Completion).

37.4 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under CC Sub Clauses 37.6 and 38.5.

37.5 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

(a) constitute a default or breach of the Contract

(b)(subject to CC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

37.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period if more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute will be resolved in accordance with CC Clause.6.

37.7. Notwithstanding CC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.

38. War Risks

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

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

(a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof

(b) destruction of or damage to property of the Employer or any third party

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

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

(a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by the Employer)

(b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged,

(c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof so far as may be required by the Employer, and as may be necessary for completion of the facilities.

If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with CC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to CC Sub-Clause 42.1 (Termination for Employer's Convenience).

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

38.5 If during the performance of the Contract any war risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor with due and proper consideration given to the safety of its and its Subcontractors personal engaged in the work on the facilities, provided, however, that if the execution of the work on the facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more the one hundred and twenty (120) days on account of any war Risks, the parties will attempt to develop a mutually satisfactory solution, failing which the dispatch will be resolved in accordance with CC Clause 6.

38.6 In the event of termination pursuant to CC Sub Clause 38.3, the rights and obligation of the employer and the Contractor shall be as specified in CC Sub- Clause 42.1.2 and 42.1.3, except that the Contractor shall have no entitlement to profit under paragraph (e) of CC Sub Clause 42.1.3 in respect of any unexecuted facilities as of the date of termination.

H. Change in Contract Elements

39. Change in the Facilities

39.1 Introducing a Change

39.1.1 Subject to CC Sub-Clauses 39.2.5 and 39.2.7, the Employer shall have the right to propose, and subsequently require, that the Project Manager order the Contractor from time to time during the performance of the Contract to make any change, modification,
addition or deletion to, in or from the Facilities (hereinafter called "Change"), provided that such Change falls within the general scope of the Facilities and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Facilities and the technical compatibility of the Change envisaged with the nature of the Facilities as specified in the Contract.

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

39.1.3 Notwithstanding CC Sub-Claus 39.1.1 and 39.1.2, no change made necessary because of any default of the Contractor in the performance of its obligations under the Contract shall be deemed to be a Change, and such change shall not result in any adjustment of the Contract Price or the Time for Completion.

39.1.4 The procedure on how to proceed with and execute Changes is specified in CC Sub-Clauses 39.2 and 39.3, and further details and sample forms are provided in the Sample Forms and Procedures section in the bidding documents.

39.2 Changes Originating from Employer

39.2.1 If the Employer proposes a Change pursuant to CC Sub-Clause 39.1.1, it shall send to the Contractor a "Request for Change Proposal," requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably practicable a "Change Proposal," which shall include the following:

(a) Brief description of the Change
(b) Effect on the Time for Completion
(c) Estimated cost of the Change
(d) Effect on Functional Guarantees (if any)
(e) Effect on any other provisions of the Contract.

39.2.2 Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Project Manager an "Estimate for Change Proposal," which shall be an estimate of the cost of preparing and submitting the Change Proposal. Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

(a) Accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal

(b) Advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate

(c) Advise the Contractor that the Employer does not intend to proceed with the Change.

39.2.3 Upon receipt of the Employer's instruction to proceed under CC Sub-Clause 39.2.2 (a), the Contractor shall, with proper expedition, proceed with the preparation of the Change Proposal, in accordance with CC Sub-Clause 39.2.1.

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

39.2.5 If before or during the preparation of the change proposal it becomes apparent that the aggregate effect of compliance therewith and with all other change orders that have already become binding upon the contractor under this CC Clause 39 would to increase or decrease the contractor 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 Contractor may give a written notice of objection there to prior to furnish the change proposal as aforesaid. If the employer accept the contractors objection, the employer and the contractor shall agree on specific rates for valuation of the change.

The Contractor failure to so object shall neither affect its right to object to any subsequent requested change or change orders herein, nor affect its right to taken into account, when making such subsequent objection, the percentage increase or decrease in the contract price that any change not objected to by the contractor represents.

39.2.6 If rates and prices of any change are not available in the contract, the parties thereto shall agree on specific rates for the valuation of the change. Upon receipt of the change proposal, the employer and the contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the employer shall, if it intends to proceed with change, issue the contractor with a change order.

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

If the employer decides not to proceed with the change for whatever reason, it shall, with in the said period of fourteen (14) days, notify the contractor accordingly. Under such circumstances, the contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the change proposal, provided that these do not exceed the amount given by the Contractor in its estimate for change proposal submitted in accordance with CC Sub – Clause 39.2.2.

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

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

If the parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement Change Order, then the matter may be referred to the Arbitration in accordance with the provisions of CC Sub-Clause 6.2 (Arbitration).

39.3 Changes Originating from Contractor

39.3.1 If the Contractor proposes a Change pursuant to CC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in CC Sub-Clause 39.2.1.
Upon receipt of the Application for Change Proposal, the parties shall follow the procedures outlined in CC Sub-Clauses 39.2.6 and 39.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

39.4 The scope of work under the package(s) shall be as per the Technical Specification, Vol-II of bidding Documents. The quantity variation applicable for the existing scope shall be generally as per the following.

   a) The Employer, at anytime during the Contract execution, reserves the right to increase or decrease, upto Plus Twenty Five Percent (25%)/Minus Five Percent (5%) (+25/-5%) of total Contract Price, the quantity of Goods and Services, for the items included in the Letter of Award, without any change in unit price and other terms and conditions. The quantities of individual items of goods & services may, however, vary up to any extent.

   b) The contract price for (i) items for which quantities have been indicated as lumpsum/lot/set (ii) items for which quantities were to be estimated by the bidder, including additional items (falling under (i) and/or (ii) considered necessary by the bidder for successful completion of the works as per TS and indicated by him in his bid, shall remain constant unless there is change made in the scope of work by the employer. The quantities and unit prices (a) subsequently arrived while approving the bill of quantities (BOQ)/billing breakup of lumpsum/lot/set quantities and/or (b) quantities estimated by the bidder/contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/billing breakup and/or estimated by the bidder/contractor are required for the successful completion of the scope of work as per technical specification, the contractor shall execute additional quantities of these items for which no additional payments shall be made over and above the lump sum contract price.

   In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be property of the contractor and contractor shall be allowed to take back the same from the site for which no deduction from the lump sum contract price shall be made. Further in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ/billing break up and/or estimated by the bidder/contractor, the lump sum contract price shall remain unchanged and no deduction shall be made from the lump sum price due to such reduction of quantities. It shall be the responsibility of the bidder to pay all statutory taxes, duties and levies to the concerned authority’s surplus material which would otherwise have been, lawfully payable. The bidder shall submit an indemnity bond to keep the employer harmless from any liability, before release to such material to the bidder by the employer.

   c) The quantity variation from the existing scope shall be notified to the contractor within validity of contract.

39.5 The route length given in tender document is tentative. Payment of cable, accessories and excavation work shall be made as per actual length of the cable laid/excavation work on the approved route.
40. Extension of Time for Completion

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

(a) any Change in the Facilities as provided in CC Clause 39 (Change in the Facilities)

(b) any occurrence of Force Majeure as provided in CC Clause 37 (Force Majeure), unforeseen conditions as provided in CC Clause 35 (Unforeseen Conditions), or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of CC Sub-Clause 32.2

(c) any suspension order given by the Employer under CC Clause 41 (Suspension) hereof or reduction in the rate of progress pursuant to CC Sub-Clause 41.2 or

(d) any changes in laws and regulations as provided in CC Clause 36 (Change in Laws and Regulations) or

(e) any default or breach of the Contract by the Employer, specifically including failure to supply the items listed in Appendix 6 (Scope of Works and Supply by the Employer) to the Contract Agreement, or any activity, act or omission of any other contractors employed by the Employer or

(f) any other matter specifically mentioned in the Contract;

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

40.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to an Arbitration, pursuant to CC Sub-Clause 6.2 (Arbitration).

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

41. Suspension

41.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons thereof. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager.
If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with CC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.

If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with CC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under CC Sub-Clause 42.1 (Termination for Employer's Convenience).

41.2 In case,

(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in CC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with CC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities; then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

41.3 If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this CC Clause 41, then the Time for Completion shall be extended in accordance with CC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.

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

42.1 Termination for Employer's Convenience

42.1.1 The Employer may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this CC Sub-Clause 42.1.

42.1.2 Upon receipt of the notice of termination under CC Sub-Clause 42.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination:

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below

(c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition

(d) In addition, the Contractor, subject to the payment specified in CC SubClause 42.1.3, shall

(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination.

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

42.1.3 In the event of termination of the Contract under CC Sub-Clause 42.1.1, the Employer shall pay to the Contractor the following amounts:

a. The Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as on the date of termination

b. The costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel

c. The amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges

d. Costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of CC Sub-Clause 42.1.2

e. The cost of satisfying all other obligations, commitments and claims that the
Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

42.2 Termination for Contractor's Default

42.2.1 The Employer, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this CC Sub-Clause 42.2:

(a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt.

(b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of CC Clause 43 (Assignment).

(c) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this sub-clause:

"corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contact execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition".

42.2.2 If the Contractor

(a) has abandoned or repudiated the Contract

(b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to CC Sub-Clause 41.2) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause

(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the Facilities in the manner specified in the program furnished under CC Clause 18.2 (Program of Performance) at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the
then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this CC SubClause 42.2

**42.2.3** Upon receipt of the notice of termination under CC Sub-Clauses.42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

(a) cease all further work, except for such work as the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) below

(c) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(d) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Works and to the Plant and Equipment as at the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(e) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

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

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

**42.2.5** Subject to CC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as at the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred
in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of CC SubClause 42.2.3. Any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

42.2.6 If the Employer completes the Facilities, the cost of completing the Facilities by the Employer shall be determined. If the sum that the Contractor is entitled to be paid, pursuant to CC SubClause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due to the Contractor under CC SubClause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due to the Contractor under CC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.

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

42.3 Termination by Contractor

42.3.1 If (a) The Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) of the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in CC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice, or

(b) The contractor is unable to carry out any of its obligations under the contract for any reason attributable to the employer, including but not limited to the employer’s failure to provide possession of or access to the site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, which the employer is required to obtain as per provision of the contract as per relevant applicable laws of the country.

then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this CC Sub-Clause 42.3.1, forthwith terminate the Contract.

42.3.2 The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this CC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or,
being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

42.3.3 If the Contract is terminated under CC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately

(a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition

(b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d)(ii) below

(c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractor's personnel from the Site

(d) In addition, the Contractor, subject to the payment specified in CC SubClause 42.3.4, shall

(i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination

(ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as on the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors

(iii) deliver to the Employer all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as on the date of termination in connection with the Facilities.

42.3.4 If the Contract is terminated under CC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in CC Sub-Clause 42.1.3, and reasonable compensation for all loss or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

42.3.5 Termination by the Contractor pursuant to this CC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by CC Sub-Clause 42.3.

42.4 In this CC Clause 42, the expression "Facilities executed" shall include all work executed, Installation Services provided, and Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

42.5 In this CC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement.

43. Assignment

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

44  Construction of the Contract

44.1 The contracts to be entered into with the successful bidder shall be as under.

For Foreign bidder:

--- “First contract” for CIF supply of all equipment and materials including mandatory spares:

--- “Second Contract” for Ex-works supply of all equipment and materials including mandatory spares:

--- “Third contract” for providing all services i.e. port handling and custom clearance for the imported goods, further loading and inland transportation for delivery at site, unloading, storage handling at site, installation, testing and commissioning including performance testing in respect of all the equipments supplied under both “First contract” and “Second Contract” and any other services specified in the contract documents.

For Domestic Bidder:

--- “First contract” for Ex-works supply and CIF supply, if any of all equipment and materials including mandatory spares identifying separately the CIF and Ex-works components of the supply.

----- “Second Contract” for providing all services i.e. inland transportation for delivery at site, unloading, storage handling at site, installation, testing and commissioning including performance testing in respect of all the equipments supplied under “First contract” and any other services specified in the contract documents.

44.2 The award of 2/3 separate contract (in case of foreign bidder) /two separate contracts (in case of domestic bidder) shall not in any way dilute the responsibility of the contractor for the successful completion if the facility as per specification and breach in one contract shall automatically be construed as a breach of the others contracts which will confer a right on the employer to terminate the other contracts also at the risk and the cost of the contractor.

44.3 If the foreign bidder has proposed Indian Associate in his bid to execute the second and/or Third contract and has also furnished written unequivocal consent of the proposed Indian Associate to work as independent contractor on the terms offered by the bidder. The qualification requirement of Indian Associate shall be same as that of an Erector mentioned in Cl. 1.1.2 of Annexure-A of ITB. The employer is satisfied with experience/qualification of the proposed Indian Associate, the employer will enter in to the Second Contractor and/or “Third Contract” with the said Indian Associate. Further, the said Indian Associate, in addition to the contract performance security to be provided by the contractor for ten percent (10%) of the value of all three contract i.e. first contract, second contract and third contract, shall provide with in twenty-eight (28) days of the notification of Contract award, Contract performance security equivalent to ten (10%) of the value of the second contract and/or Third Contract for the due performance.
of Contract with a validity up to sixty (60) days beyond the defect liability period. It is expressly understood and agreed that all the three Contracts shall contain the aforesaid cross fall breach clause.

44.4 It is further expressly understood and agreed that in case the option is not exercised by the bidder or the Indian Associate fails to enter in to the second Contractor and/ or third contract with the employer or if the employer in its judgment does not find acceptance of the proposed Indian Associate as its Contractors, then the bidder shall be obliged to enter in to and execute all the three contracts with the employer and all the three Contract shall contain the aforesaid cross fall breach clause.

44.5 In case of two/ three contracts entered into as above or where the employer hands over his equipment to the contractor for executing the contract then the contractor shall at the time of taking delivery of equipment through bill of lading or other dispatch documents, furnish trust receipt for plant, equipment and materials and also execute an Indemnity bond in favour of the employer in the form acceptable to the employer for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of Performa for the Trust receipt and Indemnity bond are enclosed under Section IV (Sample forms and procedures). The employer shall also issue separate authorization letter to the Contract to enable him to take physical delivery of plant, equipment and materials from the employer as per Performa enclosed under Section IV (sample forms and procedures).

44.6 The Contract will be signed in two original and the contractor shall be provided with one signed original and the other signed original will be retained by the employer.

44.7 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.

44.8 Subsequent to signing of the contract, the contractor at his own cost shall provide the employer with at least fifteen (15) true copies of contract agreement within thirty (30) days after signing of the contract.

45. Specific Requirement

The bidder shall be responsible for safety of human and equipment during the working. It will be the responsibility of the Contractor to co-ordinate and obtain clearance from Electrical Inspector (Govt. of NCT of Delhi) before commissioning. Any additional items, modification due to observation of such statutory authorities shall be provided by the Contractor at no extra cost to the Employer. However the necessary fee of the Inspector shall be reimbursed by DTL.

46. DTL not to be made a party in case of any dispute between contractor and sub-contractor/vendor.
SECTION-IV

FORMS AND PROCEDURES
(F&P)
1. BID FORM

Please Refer Volume III
2. BID SECURITY FORM

Date: ............

IFB No.: ..........

Name of Contract:....................... 

To: (Name and Address of Employer)

WHEREAS .................(name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated ...................(date of bid) for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE.......................(name of bank) of............... (address of bank) (hereinafter called "the Bank"), are bound unto.........................(name of Employer) (hereinafter called "the Employer") in the sum of: ........................................... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

(1)  If the Bidder withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form: or

(2)  In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated by him in the bid; or

(3)  If the bidder does not accept the correction of its Bid Price pursuant to ITB Sub Clause 21.2; or

(4)  If, as per the Qualifying Requirements the Bidder has 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, before opening of price bid; 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 31, or
(ii) to furnish the required performance security, in accordance with ITB Clause 32.

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

This guarantee will remain in full force up to and including (the date 45 days after the period of bid validity), and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

For and on behalf of the Bank
........................
(Signature)

in the capacity of
........................

Common Seal of the Bank

Name & designation of issuing Person
Address & Contact number of issuing branch.

Note: In case the bid is submitted by a Joint venture/ Consortium, the bid security shall be in the name of the Joint venture/ Consortium and not in the name of the Lead Partner or any other Partner(s) of the Joint venture/ Consortium.
3a. FORM OF NOTIFICATION BY THE EMPLOYER TO THE BIDDER

M/s……………

Ref.: Your proposal against our IFB
No…………………………………………………………
        Forfeiture of Bid Guarantee amount.

Dear Sirs,

Whereas you have furnished as a part of your proposal the Bid Guarantee in the form of irrevocable and
confirmed Letter of Credit No…………………………………………………………dated………….. opened by
…………………………. …………………for a sum of …………………………………………………………………………
(Bank’s name)
…………………………………………………………payable to ………………………………………(Name
of the Employer) on demand without any reservation, demur or protest, contest and recourse
at……………………………..(Name and place of Bank).

In terms of the aforesaid Bid Guarantee, we do here by forfeit the Guarantee amount.

For……………….(Name of the Employer)

(AUTHORISED SIGNATORY)

N.B. The Letter of Credit should not stipulate any other proforma of notification different from this format.
No change whatsoever in the said proforma is acceptable to the Employer.
3b. FORM OF SIGHT DRAFT

Drawn under L.C.
No..................................................dated................................................of..............................................................
...........................................................................................................................................................................
(Name of Bank that opened the L.C.)

At sight promptly pay to........................................................................................................................................
(Name of the Bank at which L.C. is negotiable)
or order sum of..............................................................................................................................................(for payment to the Employer) for value received.
(Amount of L.C.)

For...............(Name of the Employer)

(AUTHORISED SIGNATORY)

To,

(Name and Address of the Bank which opened L.C.)
4a. FORM OF NOTIFICATION OF AWARD OF CONTRACT FOR SUPPLY OF PLANT AND EQUIPMENT

NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.

Ref. No. : ……..(Contractor's Name & Address)……..
Date :

Attn : Mr. …………..

Sub : Notification of Award of Contract for Supply of ................................................................. (Package Name) ........................................……... as per Specification No. ……………

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB) No. …………………………….. dated …………..

(ii) Bidding Documents for the subject package issued to you vide our letter no. ………….. dated………………………….. comprising the following:

…………………………. (List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder) ……………………………………………

Errata/Amendment No…………………. to…………………. (Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains)…………………. issued to you vide our letter no…………………. dated…………………………..

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

(iii) Clarifications furnished to you on the Bidding Documents vide our letter no………………………… dated ……..based on the query raised by you/one of the prospective bidders. (Use as applicable)

(Include as further sub-paragraphs any other correspondence made to or by the bidder after issuance of Bidding documents up to bid opening)

(iv) Your Proposal for the subject package submitted vide your letter No. …………………………… dated…………………………and its modification vide letter no…………………..dated …………..

(Delete if not applicable).


(Include as further sub-paragraphs any other correspondence made to or by the bidder after bid opening)
Our Fax message/letter No..........................dated............................... inviting you for post bid discussions.

Post bid discussions and meetings we had with you from............................to ............................. resulting into the following Minutes of Meeting enclosed herein with this Notification of award:

(a) Minutes of Meeting regarding Commercial issues (APPENDIX - ....)
(b) Minutes of Meeting on Technical issues (APPENDIX - ....)
(c) Minutes of Meeting regarding Work Schedule (APPENDIX - ....)
(d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX- ......)

2.0 We confirm having accepted your proposal submitted vide letter no. ................. dated ...............and its modification vide letter no.................dated (Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of ..................................(Indicate brief Scope of Work) .......................................of ..................................(Name of Package) ...................... for ..............(Name of project) ......................as per Specification No. : ......................(hereinafter referred to as the 'First Contract').

3.0 We have also notified you vide our Notification of Award No......................... dated ................ for award of another Contract on you for the work of .................. (Indicate brief scope of work of the Second Contract) ............... of the equipment/materials to be supplied by you under this 'First Contract' including Performance and Guarantee test for complete ...............(Name of Package),...................... for ..............(Name of Project) ......................as per Specification No...............(hereinafter referred to as the 'Second Contract').
You shall also be fully responsible for the works to be executed under the 'Second Contract' and it is expressly understood and agreed by you that any breach under the 'Second Contract' shall automatically be deemed as a breach of this 'First Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'Second Contract' and/or recover damages thereunder, shall give us an absolute right to terminate this Contract and/or recover damages under this 'First Contract' as well and vice-versa. However, such breach or default or occurrence in the 'Second Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'First Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under this 'First Contract' when installed and commissioned under the 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

4.0 The total Contract Price for the entire scope of work under the Contract shall be ...........(Specify the amount and currency).................. as per the following break up:

(i) Ex-manufacturing works/place .............................................................. of despatch price (both in India)/ CIF/CIP port of entry price
   (Use as Applicable)
   for Main Equipment

(ii) Ex-manufacturing works/place .............................................................. of despatch price (both in India)/ CIF/CIP port of entry price
    (Use as Applicable)
    for Mandatory Spares

(iii) Type test charges ..............................................................
5.0 You shall prepare and finalise the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within…………..(Specify)…………days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorised signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of
..(Name of the Employer)...

(Authorised Signatory)

Encl. : As above.
4b. FORM OF 'NOTIFICATION OF AWARD OF CONTRACT' FOR INSTALLATION OF PLANT AND EQUIPMENT

NOTE: INSTRUCTIONS INDICATED IN ITALICS IN THIS NOTIFICATION OF AWARD ARE TO BE TAKEN CARE OF BY THE ISSUING AUTHORITY.

Ref. No. :
Date :

...(Contractor's Name & Address)...

Attn : Mr. . . . . . . . . . . . .

Sub : Notification of Award of Contract for Installation, testing and commissioning of .......... (Package Name) ............... as per Specification No. .................

Dear Sir,

1.0 This has reference to the following:

(i) Our Invitation for Bids (IFB) No. ........................... dated ............... .

(ii) Bidding Documents for the subject package issued to you vide our letter no. ................. dated.......................... comprising the following :

...........................................(List out all the Sections/Volumes of the Bidding Documents along with Tender Drawings etc. as issued to the bidder)..................................................

Errata/Amendment No............. to......................(Name of Section/Volume of the Bidding Documents to which Errata/Amendment pertains) ............. issued to you vide our letter no. ............ dated.............

(Applicable only if any Errata/Amendment to the Bidding Documents has been issued subsequently)

(iii) Clarifications furnished to you on the Bidding Documents vide our letter no. ......... dated ............... based on the query raised by you/one of the prospective bidders (Use as applicable).

(Applicable only if any clarification to the Bidding Documents has been issued subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO THE BIDDER AFTER ISSUANCE OF BIDDING DOCUMENTS UP TO BID OPENING)

(iv) Your Proposal for the subject package submitted vide your letter No. ................. dated ............... and its modification vide letter no. ........................................ dated ............... (Delete if not applicable).


(Applicable only if any extension has been sought subsequently)

(INCLUDE AS FURTHER SUB-PARAGRAPHS ANY OTHER CORRESPONDENCE MADE TO OR BY THE BIDDER AFTER BID OPENING)

(vi) Our Fax message/letter No. ..................... dated .................. inviting you for post bid discussions.
(vii) Post bid discussions and meetings we had with you from ...............to ........... resulting into the following Minutes of Meeting enclosed herein with this Notification of Award:

(a) Minutes of Meeting regarding Commercial issues (APPENDIX - ....)
(b) Minutes of Meeting on Technical issues (APPENDIX - ....)
(c) Minutes of Meeting regarding Work Schedule (APPENDIX - ....)
(d) Minutes of Meeting regarding Quality Assurance Aspects (APPENDIX - .....)

2.0 We confirm having accepted your proposal submitted vide letter no. .................dated............... and its modification vide letter no. ....................dated ..................(Delete if not applicable) read in conjunction with all the specifications, terms & conditions of the Bidding Documents, Your subsequent letters (Use if relevant) and agreed Minutes of Meeting referred to in para 1.0 above and award on you the Contract for the work of ............(Indicate brief Scope of Work)............... of .................(Name of Package) ................. for .................(Name of project)............... as per Specification No.: ..................................(hereinafter referred to as the 'Second Contract').

3.0 We have also notified you vide our Notification of Award No. ......................... dated............... for award of another Contract on you for the work of ................ (Indicate brief scope of work of the First Contract)............... of the equipment/ materials to be supplied by you under the 'First Contract' including Performance and Guarantee Test for complete .................(Name of Package) ................. for .................(Name of Project) .................,as per Specification No. .........................(hereinafter referred to as the 'First Contract'). You shall also be fully responsible for the works to be executed under the 'First Contract' and it is expressly understood and agreed by you that any breach under the 'First Contract' shall automatically be deemed as a breach of this 'Second Contract' and vice-versa and any such breach or occurrence or default giving us a right to terminate the 'First Contract' and/or recover damages there-under, shall give us an absolute right to terminate this Contract and/or recover damages under this 'Second Contract' as well and vice-versa. However, such breach or default or occurrence in the 'First Contract' shall not automatically relieve you of any of your responsibility/obligations under this 'Second Contract'. It is also expressly understood and agreed by you that the equipment/materials to be supplied by you under the 'First Contract' when erected and commissioned under this 'Second Contract' shall give satisfactory performance in accordance with the provisions of the Contract.

4.0 The total Contract Price for the entire scope of work under the Contract shall be ............( Specify the amount and currency) ........... as per the following break up:

(i) Inland transportation and inland transit insurance charges including port clearance, port handling and port charges (Delete if not applicable) for Main Equipment:

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

(ii) Inland transportation and inland transit insurance charges including port clearance, port handling and port charges (Delete if not applicable) for Mandatory Spares:

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

(iii) Unloading and handling at site, storage, erection, testing and commissioning including performance testing and insurance covering all the activities:

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

TOTAL (i + ii + iii)

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

(Specify the total amount in words)
5.0 You shall prepare and finalize the Contract Documents for signing of the formal Contract Agreement and shall enter into the Contract Agreement with us, as per the proforma enclosed with the Bidding Documents, on non-judicial stamp paper of appropriate value within …………….. ...(Specify)………. …days from the date of this Notification of Award.

6.0 This Notification of Award is being issued to you in duplicate. We request you to return its duplicate copy duly signed and stamped on each page including all the enclosed Appendices, by the authorized signatory of your company as a proof of your acknowledgement and confirmation.

Please take the necessary action to commence the work and confirm action.

Yours faithfully,
for and on behalf of

...(Name of the Employer)...

(Authorised Signatory)
5. FORM OF CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made the ……………............... day of ............, 20………..

BETWEEN

(1) ....................................................................................................a corporation incorporated under the laws
(Name of Employer)
of .......................................................................................... and having its principal place of business
(law of country of Employer)
at .......................................................................................... (Address of Employer) (hereinafter called "the Employer")

and

(2) .................................................................................., a corporation incorporated under the laws of
(Name of Contractor)
............................................................... and having its principal place of business
(Country of Contractor)
at .......................................................... (Address of Contractor) (hereinafter called "the Contractor")

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install,
complete and commission certain Facilities, viz.

............................................................................................................................................("the Facilities") and the
(List of Facilities)
Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter
appearing.

NOW IT IS HEREBY AGREED as follows:

Article 1. Contract Documents

1.1 Contract Documents (Reference CC Clause 2)

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

(1) This Contract Agreement and the Appendices hereto

(2) Notification of Award.

(3) Conditions of Contract

(4) Technical Specifications and Drawings

(5) The Bid and Price Schedules submitted by the Contractor

(6) Procedures (as listed)

(7) Any other documents shall be added here

1.2 Order of Precedence (Reference CC 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 CC Clause 1)

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

Article 2. Contract Price and Terms of Payment

2.1 Contract Price (Reference CC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of:

\[ \text{(amount of Indian currency in words)} \]

\[ \text{(amount in figures)} \]

or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 Terms of Payment (Reference CC Clause 12)

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

Article 3. Effective Date for Determining Time for Completion

3.1 Effective Date (Reference CC Clause 1)

The Time of Completion of Facilities shall be determined from the date of the Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

(a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;

(b) The Contractor has submitted to the Employer the Performance Security and the Advance Payment Guarantee;

(c) The Employer has paid the Contractor the Advance Payment.

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the Conditions listed under 3.1 are not fulfilled within two (2) months from date of Notification of Award because of reasons attributable to the Employer, the contract would become effective only from the date of fulfillment of the above conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the time for completion and/or other relevant conditions of the Contract. The Contractor shall not however, benefit (in reckoning the Time for Completion) on account of its delay in providing the Performance Security or the Bank Guarantee.
for advance payment beyond the period provided in the Contract.

**Article 4.** It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India (GoI) is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principals of Contract Law.

The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the GoI. It is further understood and agreed that the GoI is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the GoI arising out of this Contract and covenants not to sue the GoI as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

**Article 5. Appendices**

The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

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

**Article 6.** Notwithstanding the award of contract under two/three separate contracts, any breach under one contract shall be deemed to be a breach of the other contract(s).

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

Signed by for and on behalf of the Employer

Signed by for and on behalf of the Contractor

Signature

Signature

Title

Title

in the presence of

in the presence of

CONTRACT AGREEMENT
dated the ................................................. day of .................................. 20.....

BETWEEN

("the Employer")

and

("the Contractor")
(Separate Contract Agreements shall be executed by the Employer and the Contractor in accordance with the Construction of the Contract stipulated at clause 28.4 of ITB. The forms of Contract would be similar except for necessary changes required to suit the individual Contracts).

APPENDICES

Appendix 1          Terms and Procedures of Payment
Appendix 2          Price Adjustment
Appendix 3          Insurance Requirements
Appendix 4          Time Schedule
Appendix 5          List of Approved Subcontractors
Appendix 6          Scope of Works and Supply by the Employer
Appendix 7          List of Document for Approval or Review
Appendix 8          Functional Guarantees
Appendix 9          Integrity Pact (to be appended at the Stage of Contract Award.)
APPENDIX 1

TERMS AND PROCEDURES OF PAYMENT

In accordance with the provisions of CC Clause 12 (Terms of Payment), the Employer shall pay the Contractor in the following manner and at the following times, on the basis of the Price Break-up given in the section on price schedules. Payments will be made in the currency of the Employer's country i.e. in INR only. The Contractor may make applications for payment in respect of part deliveries as work proceeds.

1. TERMS OF PAYMENT

1.1 In addition to the Conditions stipulated under CC Clause 12, the following terms & Conditions will apply.

Supply Portion

1.2 Advance Payment: 10% (Ten percent) of the CIF / Ex-works price component (inclusive of mandatory spares) of the Contract price shall be paid as *interest bearing advance after signing the Contract Agreement and on submission of:
   i) unconditional acknowledgement of LOA by the contractor
   ii) Contractor's detailed invoice
   iii) Unconditional and irrevocable Advance Bank Guarantee** for 110% of the advance amount.
   iv) Performance Security
   v) Detailed BAR CHART and its approval by DTL.

Note:

* This payment is an optional payment. The Contractor has the option of taking the interest bearing initial advance or otherwise. In case, the Contractor opts for this interest bearing initial advance, the same shall be paid to the Contractor on fulfillment of above conditions and an interest on monthly outstanding amount will be charged at the rate of SBI PLR +1% at the time of disbursement of advance. The monthly outstanding amount for the purpose of calculating the interest shall be worked out at the end of each calendar month considering proportionate adjustment of advance against dispatch payment. In case, the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the documents listed at Sl. No.(i), (iv) and (v) above within thirty (30)days of issuance of LOA.

** In case the Contract is awarded to a Joint venture/ Consortium, the Advance Bank Guarantee shall be in the name of the Joint venture/ Consortium covering all partners of the Joint Venture/Consortium and not in the name of the lead partner or any partner(s) of the Joint Venture/Consortium alone.

The bank guarantee(s) for advance shall be kept valid upto the date of completion and be kept alive till the recovery of the full amount of the advance with interest portion.

1.3 Progressive Payment

1.3.1 Fifty percent (50%) ** of the CIF / Ex-works price component (inclusive of mandatory spares) of each item (as identified in the price schedule) shipped shall be paid through irrevocable Letter of Credit (L/C) established in favour of the Contractor and on submission of documents specified in CC Clause 21.0 (shipping Documents).
In case, the Contractor opts not to take interest bearing initial advance then this payment shall be 60% instead of 50%.

Further Twenty five percent (25%) of the CIF / Ex-Works price (exclusive of mandatory spares) of each item shipped shall be paid after receipt and storage of material at site and on physical verification by the Employer. For mandatory spares, balance Forty percent (40%) of the CIF / Ex-Works Price of each item shipped shall be paid after receipt and storage of material at site and on physical verification by the Employer.

Works price of each item shipped shall be paid after receipt and storage of material at site and on physical verification by the Employer.

1.3.2 Payment shall be as per actual cable length laid and no payment for margin for jointing shall be given.

1.4 Final Payment

The final fifteen percent (15%) of the CIF / Ex-Works price component (exclusive of mandatory spares) of the equipment shall be paid on successful completion of erection, testing and commissioning, issuance of Operational Acceptance Certificate and proof of submission of the required no. of reproducible, O&M manuals, approved drawings, data sheets, test reports, pamphlets and manual of spares, maintenance & testing equipment etc.

1.5 Price Component for Installation (including Civil Works) and Services

(a) Advance

Ten percent (10%) of the total Contract Price for services viz. installation (including civil works) component except inland transportation (including port handling) & inland insurance shall be paid as a interest bearing initial advance* on establishment of Contractor’s Site office and submission of a bank guarantee of 110% of the advance amount valid upto the date of completion and be kept alive till the recovery of the full amount of the advance with interest portion.

*This payment is an optional payment. The Contractor has the option of taking the interest bearing advance or otherwise.

In case, the Contractor opts for this interest bearing advance, the same shall be paid to the Contractor on fulfillment of above conditions and an interest on monthly outstanding amount will be charged at the rate of SBI PLR +1% at the time of disbursement of advance. The monthly outstanding amount for the purpose of calculating the interest shall be worked out at the end of each calendar month against the progressive payment for the work done.

In case the Contractor opts not to take interest bearing advance as above, it would be mandatory for him to submit the document listed at Cl. 1.2 (i),(iv) and (v) above within 30 days of issuance of LOA.

In case the Contract is awarded to a Joint Venture/Consortium, the Advance Bank Guarantee shall be in the name of the Joint Venture/Consortium covering all partners of the Joint Venture/Consortium and not in the name of the lead partner or any partner(s) of the Joint Venture/Consortium alone.
(b) Progressive Payment

(i) Ninety percent (90%) of the total installation (including civil works) component of the Contract price (in case the contractor opts not to take interest bearing advance as above) or Eighty percent (80%) of the total installation (including civil works) component of the Contract price (in case the contractor opts to take interest bearing advance as above) shall be paid progressively monthly on pro-rata basis on certification by Employer's representative, on certificate for the quantum of work done and on the successful completion of quality check point involved in erection.

(ii) The balance ten percent (10%) of the total installation (including civil works) price components of contracts price shall be paid on commissioning and issuance of Operational Acceptance Certificate.

(iii) Hundred percent (100%) of inland transportation (including port handling) and inland insurance charges shall be paid to the Contractor pro-rata to the value of the equipment received at site and on production of invoices by the Contractor. The aggregate of all such pro-rata payments shall, however, not exceed the total amount quoted by the bidder in his proposal and incorporated in the Contract.

1.6 Taxes & Duties

Taxes & Duties in respect of transaction between Employer and the Contractor as applicable for destination site/state on all items of supply including bought-out finished items (as identified in the Contract), which shall be dispatched directly from the sub-vendor’s works to the Employer’s site will be paid after each shipment against documentary evidence. This payment shall be released by Employer directly to the Contractor against invoices to be submitted by the Contractor.

1.7 Type Test Charges (Not Applicable)

1.8 Training Charges (Not Applicable)

2. PAYMENT PROCEDURES

2.1 Method of Payment

The Employer shall make payments promptly within thirty (30) days of submission of an invoice/claim by the Contractor. All the payment shall be released to the Contractor directly except the payment due on shipment, which shall be paid through irrevocable confirmed Letter of Credit. The Letter of Credit shall be established by the Employer in time for shipments to be made as scheduled.

Note: Pro-rata shall refer to functionally complete part(s) of the facilities, for which unit rates are identified in the contract.
PRICE ADJUSTMENT

Refer to Annexure-B, ITB (Section-II), Vol-I. Price adjustment shall be applicable only to the supply of cable.
INSURANCE REQUIREMENTS

Insurances to be taken out by the Contractor

In accordance with the provisions of CC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

(a) Cargo Insurance

covering loss or damage occurring, whilst in transit from the Contractor's or manufacturer's works or stores until arrival at the Site, to the Facilities (including spare parts therefore) and to the Construction Equipment to be provided by the Contractor or its Subcontractors.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Deductible limits</th>
<th>Parties Insured</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>165% of the (CIF NIL Contractor &amp; Warehouse value)</td>
<td>Employer + 60 days</td>
<td>Warehouse</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(b) Installation All Risks Insurance

covering physical loss or damage to the Facilities at the Site, occurring prior to Completion of the Facilities, with an extended maintenance coverage for the Contractor's liability in respect of any loss or damage occurring during the Defect Liability Period while the Contractor is on the Site for the purpose of performing its obligations during the Defect Liability Period.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Deductible limits</th>
<th>Parties Insured</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>165% of the NIL (Contract Price)</td>
<td>Sub-contractor &amp; Employer at site</td>
<td>Receipt</td>
<td>Upto Defect Liability period</td>
<td></td>
</tr>
</tbody>
</table>

(c) Third Party Liability Insurance

covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

<table>
<thead>
<tr>
<th>Amount</th>
<th>Deductible limits</th>
<th>Parties Insure</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rs. 0.5 million per person</td>
<td>NIL</td>
<td>Contractor/ Sub-contractor</td>
<td>Commencement of work Liability period</td>
<td></td>
</tr>
</tbody>
</table>

(d) Automobile Liability Insurance

covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

(e) Worker's Compensation
in accordance with the statutory requirements applicable in any country where the Facilities or any part thereof is executed.

(f) **Employer's Liability**

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

(g) **Other Insurances**

The Contractor is also required to take out and maintain at its own cost the following insurances:

<table>
<thead>
<tr>
<th>Amount</th>
<th>Deductible limits</th>
<th>Parties Insured</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>NIL</td>
<td>Contractor/Receipt</td>
<td>Upto Defect</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sub-contractor</td>
<td>at site Liability</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&amp; Employer</td>
<td>period</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to CC Sub-Clause 34.1 above except for the Third Party Liability, Worker's Compensation and Employer's Liability Insurances, and the Contractor's Subcontractors shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to CC Sub Clause 34.1 above except for the Cargo, Worker's Compensation and Employer's Liability Insurances, and all insurer's rights of subrogation against such co-insured for losses or claims arising out of the performance of the Contract shall be waived under such policies.

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

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

Details:....

<table>
<thead>
<tr>
<th>Amount</th>
<th>Deductible limits</th>
<th>Parties Insured</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>-------</td>
<td>-------------------</td>
<td>-----------------</td>
<td>------</td>
<td>----------</td>
</tr>
</tbody>
</table>

------------ NIL--------------------------
TIME SCHEDULE

1. The Project Completion Schedule shall be as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Activities</th>
<th>Duration in months from the effective date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Taking Over by the Employer upon successful Completion of: Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India)</td>
<td>18 months</td>
</tr>
</tbody>
</table>

1.1. The bidder shall include in his proposal his programme for furnishing and installation of the equipment including related civil work covered under this package. The programme shall be in the form of a Master Network Plan (MNW) and shall identify the various activities like design, engineering, manufacturing, supply, installation, factory testing, transportation to site, site testing and commissioning guarantee test and operational acceptance etc. of the entire 220 kV double circuit. The network plan shall confirm to the above completion schedule. No credit will be given for earlier completion.

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 finalized before Award. Liquidated damages for delay in successful completion of operational Acceptance at rates specified in Clause 26.2 of CC shall be applicable beyond the date specified above.

1.2. The employer reserves the right to request minor changes in the work schedule at the time of Award of Contracts to the successful Bidder.

1.3. The successful Bidder shall be required to prepare detailed Network(s) and project implementation plans & programmes and finalize the same with the Employer as per the requirement specified in Technical Specifications, which shall from a part of the Contract.
LIST OF APPROVED SUBCONTRACTORS

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

The following Subcontractors are approved for carrying out the item of the facilities indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with CC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontractors shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Approved Subcontractors.

<table>
<thead>
<tr>
<th>Item of Facilities</th>
<th>Approved Subcontractors</th>
<th>Nationality</th>
</tr>
</thead>
</table>
SCOPE OF WORKS AND SUPPLY BY THE EMPLOYER

The following personnel, facilities, works and supplies will be provided/ supplied by the Employer, and the provisions of CC 10, 20, 21 and 24 as well as Employer responsibilities stated in technical specifications shall apply as appropriate.

All personnel, facilities, works and supplies will be provided by the Employer in good time so as not to delay the performance of the Contractor in accordance with the approved Time Schedule and Program of Performance pursuant to CC Sub-Clause 18.2.

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

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

NIL

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

1. Permission will be arranged by the Employer for full site and facilities access as required for site surveys and for the installation, connection and testing of complete equipment and systems. Such permission shall be requested by the Contractor one month prior to the Scheduled need for such access, consistent with the Contractors "Project Implementation Plan", Subsequent to approval of such "Plan" by Employer.

**Electricity and Water**          **Charge to Contractor - as noted**

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

**Data and Information**          **Charge to Contractor - None**

Employer will provide all the information and the engineering drawings, schematic diagrams and interface data for all Employer specified equipment to the available with the Employer.

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

--------------------------------------------------NIL------------------------------------------------

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

--------------------------------------------------NIL------------------------------------------------
LIST OF DOCUMENTS FOR APPROVAL OR REVIEW

Pursuant to CC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Project Manager in accordance with the requirements of CC Sub-Clause 18.2 (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 finalized for incorporation into the Contract Agreement.
1. The equipment offered shall meet the rating and performance requirements stipulated in Technical Specification for various equipments or indicated in Data requirement.

2. For the purpose of comparison of Bid the quoted price shall be enhanced by capitalization for the cable losses at the rate of Rs. 1,33,500/- per Kilowatt per KM per Cable Length at 700 A for 1200 sq. mm. cable. Loading of all six lengths of XLPE insulated power cables will be considered for equalization. No change in the values of losses quoted in the guaranteed and other technical particulars will be permitted after opening of the bids and evaluation will be carried out on the basis of information furnished by the bidders. We further declare that in the event of any deficiencies in meeting the guarantees in respect of the characteristics mentioned below as established after conducting the factory test, you may at your discretion, reject or accept the equipment after assessing the liquidated damages as specified in relevant clause of Bid Documents.

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Guaranteed Losses in kW per KM per Cable Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranteed Cable losses for 1200 sq. mm. when double circuit is loaded and buried directly in ground.</td>
<td></td>
</tr>
</tbody>
</table>

3. If the guarantees are not established at factory test for cable then the Employer at his discretion may reject or accept the equipment after assessing the liquidated damages as per table below against the Contract and such amounts shall be deducted from the Contract Price or otherwise recovered from the Contractor.

4. The availability of the complete cable system shall be guaranteed by the bidder. Bidder shall include detailed step by step calculations to establish the maximum continuous current rating and guaranteed losses. The contractor shall demonstrate the availability of the cable system for continuous period of 30 days by conducting the availability test on complete system after commissioning. In case of any outage during the availability test the contractor shall rectify the problem and after rectification the 30 days period starts afresh.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Equipment</th>
<th>Value in Indian Rupees per Kilowatt per KM per Cable Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable losses</td>
<td></td>
<td>Rs.1,33,500/-</td>
</tr>
</tbody>
</table>
6. PERFORMANCE SECURITY FORM  
(For Bidder)  
Bank Guarantee – Unconditional

Bank Guarantee No.................................. Date......................

Contract No..................................
.................................[Name of Contract].................................

To: [Name and address of the Employer]

Dear Ladies and / or Gentlemen,

We refer to the Contract (“the Contract”) signed on…………………………………… (insert date of contract).…………………between DELHI TRANSCO LIMITED and M/s.………………………………………………..(Name of Contractor)…………….. a Company incorporated under ………………………………………..having its Registered Office at ………………………………………..(hereinafter referred to as "the Contractor"), concerning ………….. (indicate brief scope of work) for the complete execution of the ………….. (insert name of the package along with name of the Project).

By this letter we, the undersigned, ……………… (insert address of issuing bank)…………..…………………a Bank (or Company) organized under the laws of …………………………..and having its registered/ Head office at ……………………. (insert address of registered office of the bank)…………………………………………………………………………………………………………………………………….do hereby jointly and Severally with the Contractor Price irrevocably guarantee payment to you up to ten percent (10%) of the Contract Price including all taxes and duties until sixty (60) days beyond the Defect Liability Period.

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 Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to 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 be valid from the date of issue until sixty (60) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of ………………………………………..(year, month and date.)

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

If the Defect Liability Period is extended with respect to any part of the Facilities in accordance with the Contract, the validity of this letter or Guarantee shall be extended with respect to ten percent (10%) of the Contract Price including all taxes and duties of that part until expiry of 60 days beyond such extended Defect Liability Period.

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

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be in increased or deceased.
No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature_______________________
Name_______________________
Designation_______________________
POA Number_______________________
Contact Number(s): Tel.______________ Mobile_______________________
Fax Number_______________________
email ____________________________
Common Seal of the Bank______________________
Witness:
Signature_______________________
Name_______________________
Address______________________________
Contact Number(s): Tel.______________ Mobile_______________________
email ____________________________

Note:

1. 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. Performance Security is to be provided by the successful bidder in the form of a bank guarantee which should be issued either:
   (a) by a reputed bank located in the country of Employer and acceptable to the Employer, or
   (b) by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or
   (c) by a Public Sector Bank in the country of Employer.

   All banks shall be nationalized and scheduled banks operating in India.
6A. PERFORMANCE SECURITY FORM  
(Form For bidder in case of Collaborator/Parent Company/Principals)

Bank Guarantee – Unconditional

Bank Guarantee No………………………… Date………………

Contract No…………………………[Name of Contract]………………

To: [Name and address of the Employer]

Dear Ladies and / or Gentlemen,

We refer to the Contract (“the Contract”) signed on…………………………… (insert date of contract)………….. between DELHI TRANSCO LIMITED and M/s………………………… (Name of Contractor)……….. a Company incorporated under ……………………… having its Registered Office at ……………………………... (hereinafter referred to as “the Contractor”), concerning ………………… (indicate brief scope of work) for the complete execution of the ………….. (insert name of the package along with name of the Project).

Whereas, the Contractor has agreed to supply the ____@____ in collaboration with M/s .................. (Name of Parent Company / Collaborator / Principal) ................., having its Principal place of business at …………………… Registered Office at …………………… (Registered address of Parent Company / Collaborator / Principal) …………………… (hereinafter referred to as the “Parent Company” / “Collaborator” / “Principal”), as a pre-requisite for qualification of the Bidder/Contractor and have submitted a Deed of Joint Undertaking declaring that they are jointly and severally bound and responsible for ensuring a valid technology transfer agreement including license to manufacture in India, between the Parent Company / Collaborator / Principal (the technology provider) and the Contractor for the successful performance of the said equipment in accordance with the Contract Specifications and that the Bidder/Contractor and /or manufacturer having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the Deed of Undertaking equivalent to (10%) ten per cent of the cost of ____@____ to be supplied by the Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……………… (insert name and address of issuing bank) ……………………do hereby jointly and Severally with the Contractor Price irrevocably guarantee payment to you up to ……(amount) i.e. ten percent (10%) of the ………@…… price including taxes and duties until sixty (60) days beyond the Defect Liability Period.

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 Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to 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 sixty (60) days beyond the Defect Liability Period of the said equipment i.e. upto and inclusive of ……………………………………… (year, month and date).

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

If the Defect Liability Period is extended with respect to any part of the said equipment(s) in accordance with the Contract, the validity of this letter of Guarantee shall be extended with respect to ten percent
(10%) of the ....@...... price including taxes and duties of that part until expiry of 60 days beyond such extended Defect Liability Period.

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

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature_______________________
Name_______________________
Designation_______________________
POA Number_______________________
Contact Number(s): Tel.______________Mobile______________
Fax Number_______________________
e-mail ____________________________
Common Seal of the Bank______________________
Witness:
Signature_______________________
Name_______________________
Address______________________________
Contact Number(s): Tel.______________Mobile______________
e-mail ____________________________

Note:
1. 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 Equipment viz. 220 kV XLPE Cable/Cable System.
4. This additional performance security is to be provided by the successful bidder, in the form of a bank guarantee which should be issued either:

   (a) by a reputed bank located in the country of Employer and acceptable to the Employer, or

   (b) by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or

   (c) by a Public Sector Bank in the country of Employer.

All banks shall be nationalized and scheduled banks operating in India.
6B. PERFORMANCE SECURITY  
(Form for Bidder who submit the bid as Erector)

Bank Guarantee – Unconditional

Bank Guarantee No.………..……………….. Date………………………………

Contract No.………………..………………..[Name of Contract]………………..

To: [Name and address of the Employer]

Dear Ladies and / or Gentlemen,

We refer to the Contract (“the Contract”) signed on…………………………….…… …..…… (insert date of contract).…………..….between DELHI TRANSCO LIMITED and M/s.…………..…………………….(Name of Contractor)………..  a Company incorporated under ……………………………….. having its Registered Office at ......................................................  (hereinafter referred to as “the Contractor”), concerning ………….. (indicate brief scope of wok) for the complete execution of the …………… (insert name of the package along with name of the Project).

Whereas, the Contractor has agreed to supply the ____@____ from M/s ................. (Name of Manufacturer) .................., having its Principal place of business at ……….... (Address of Manufacturer)............................... and Register ed Office at ………....(Registered address of Manufacturer).................................... (hereinafter referred to as the “Manufacturer”), as a pre-requisite for qualification of the Bidder/Contractor and that the Bidder/Contractor having agreed to furnish a Contract Performance Guarantee for the faithful performance/compliance of the said equipment(s) equivalent to (10%) ten per cent of the cost of ____@____ to be supplied by the Contractor under the Contract, in addition to Contract Performance Guarantee equivalent to 10% (ten per cent) of the value of the Contract to be provided by the Contractor for the faithful performance of the entire Contract.

By this letter we, the undersigned, ……………… (insert name and address of issuing bank) ………………………………..a Bank (or Company) organized under the laws of ………………………………..and having its registered/ Head office at ……………………. (insert address of registered office of the bank)……………………………….do hereby jointly and Severally with the Contractor Price irrevocably guarantee payment to you up to ……(amount) ……. i.e. ten percent (10%) of the ……..@…… price including taxes and duties until sixty (60) days beyond the Defect Liability Period.

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 Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

Our liability under this Letter of Guarantee shall be to pay to 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 sixty (60) days beyond the Defect Liability Period of the said equipment i.e. upto and inclusive of ………………………………………. (year, month and date).

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

If the Defect Liability Period is extended with respect to any part of the said equipment(s) in accordance with the Contract, the validity of this letter of Guarantee shall be extended with respect to ten percent (10%) of the ……..@…… price including taxes and duties of that part until expiry of 60 days beyond such extended Defect Liability Period.
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 notice to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

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

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

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature_______________________
Name_______________________
Designation_______________________
POA Number_______________________
Contact Number(s): Tel.______________Mobile______________
Fax Number_______________________
email ____________________________
Common Seal of the Bank______________________
Witness:
Signature_______________________
Name_______________________
Address______________________________
Contact Number(s): Tel.______________Mobile______________
email ____________________________

Note:
1. 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 Equipment viz.,
4. This additional performance security is to be provided by the successful bidder, in the form of a bank guarantee which should be issued either:
   (a) by a reputed bank located in the country of Employer and acceptable to the Employer, or
   (b) by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or
   (c) by a Public Sector Bank in the country of Employer.

All banks shall be nationalized and scheduled banks operating in India.
7.  BANK GUARANTEE FORM FOR ADVANCE PAYMENT

Date……………..
Contract No………

[Name of Contract]

To: [Name and address of the Employer]

Dear Ladies and/or Gentlemen,

We refer to the Contract ("the Contract") signed on………………………………………………………………………………………………………………………… betwee

you and…………………………. ("the Contractor") concerning design, execution and completion of (Brief description of the Facilities) ………………………..

Whereas, in accordance with the terms of the said Contract, the Employer has agreed to pay or cause to be paid to the Contractor an Advance Payment in the amount of ……………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………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…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………
Authorized Signature

Signature of Witness……………………...
Name……………………
Address……………………..

Note :

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of bank who issues the 'Bank Guarantee'.

2. Advance Bank Guarantee is to be provided by the successful bidder in the form of a bank guarantee which should be issued either:
   
   (a) by a reputed bank located in the country of Employer and acceptable to the Employer, or
   
   (b) by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or
   
   (c) by a Public Sector Bank in the country of Employer.

All banks shall be nationalized and scheduled banks operating in India.
8.  FORM OF COMPLETION CERTIFICATE

Date……………………

Name of Contract………
Contract No……………

To:

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to CC 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated ………………………………… relating to the …………………………………
(Brief description of the Facilities)

we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below :

1. Description of the Facilities or part thereof ………………………………………

2. Date of Completion :………………………………………………………………

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)
9. FORM OF OPERATIONAL ACCEPTANCE CERTIFICATE

Date…………………………

Name of Contract………
Contract No………………

To:

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to CC 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated…………………………
relating to the …………………………………………………
(Brief description of the facilities)

we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof ……………………………

2. Date of Operational Acceptance : ……………………………

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)
10. CHANGE ORDER PROCEDURE

Contract No. ………………….

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1. GENERAL

2. CHANGE ORDER LOG

3. REFERENCE FOR CHANGES

4. ANNEXURES

ANNEX 1 Request for Change Proposal
ANNEX 2 Estimates for Change Proposal
ANNEX 3 Acceptance of Estimates
ANNEX 4 Change Proposal
ANNEX 5 Change Order
ANNEX 6 Pending Agreement Change Order
ANNEX 7 Application for Change Proposal
ANNEX 8 Change Order Log
CHANGE ORDER PROCEDURE

1. **General**

   This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with CC 39 (Change in Facilities) of the Conditions of Contract.

2. **Change Order Log**

   The Contractor shall keep an up-to-date change Order Log to show the current status of Requests for Change and Changes authorized or pending as Annex-8 Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

3. **References for Changes**

   (i) Request for Changes as referred to in CC Clause 39 shall be serially numbered CR-X-nnn.

   (ii) Estimate for Change Proposal as referred to in CC Clause 39 shall be serially numbered CN-X-nnn.

   (iii) Acceptance of Estimate as referred to in CC Clause 39 shall be serially Numbered CA-X-nnn.

   (iv) Change Proposal as referred to in CC Clause 39 shall be serially numbered CP-X-nnn.

   (v) Change Order as referred to in CC Clause 39 shall be serially numbered CO-X-nnn.

   **Notes:**

   (a) Requests for Change issued from the Employer’s Home Office and the site representatives of the Employer shall have the following respective references:

      Home Office        CR-H-nnn  
      Site              CR-S-nnn

   (b) The above number “nnn” is the same for Request for Change, Estimate for Change Proposal Acceptance of Estimate, Change Proposal Change Order.
REQUEST FOR CHANGE PROPOSAL

To : (Contractor’s Name and Address)                                      Date : …………………

Attention : (Name and Title)

(Contract Name)…………………             (Contract No.)…………………..

Dear Ladies and/ or Gentlemen :

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within ……………….days of the date of this letter. (or on before[date])

1. Title of Change :

2. Change Request No………………...             (Rev…………………...)

3. Originator of Change:
Employer (Name)…………………………………………………..
Contractor (by Application for Change Proposal No………*)
* Refer to ANNEX 7.

4. Brief Description of Change :

5. Facilities and/ or Item No. of equipment related to the requested Change :

6. Reference drawings and /or technical documents for the request of Change :
   Drawings No. / Document No.   Description
   …………………………………………   …………………………………………
   …………………………………………   …………………………………………

7. Detailed conditions or special requirements on the requested Change :
   ……………………………………………………………………………………………..
8. **General Terms and Conditions**:

(1) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.

(2) Your estimate shall include your claim for the additional time, if any for completion of the requested Change.

(3) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract on the safety of the Plant or Facilities Please inform us of your opinion in your proposal of revised provisions.

(4) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.

(5) You shall not proceed with the execution of the work for the requested Change Until we have accepted and confirmed the amount and nature in writing

........................................
(Employer's Name)

(Signature)

........................................
(Name of signatory)

........................................
(Title of signatory)
ESTIMATE FOR CHANGE PROPOSAL

To : (Employer's Name and Address)  Date : ………………….
Attention : (Name and Title)

Contract Name…………………………….
Contract Number………………………………

Dear Ladies and /or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with CC Sub-Clause 39.2.1 of the Conditions of Contract. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with CC Sub-Clause 39.2.2, is required before estimating the Cost for Change work.

1. Title of Change ……………………………………………………………

2. Change Request No……………………………….. (Rev………………………)

3. Brief Description of Change :

4. Scheduled Impact of Change :

5. Cost for Preparation of Change Proposal (in the currencies of the Contract)

(a) Engineering

| (i) | Engineer | ______hrs x______rate/hr | = | ______ |
|     | Draftsperson | ______hrs x______rate/hr | = | ______ |
|     | Sub-total | ______hrs | ______ |
|     | Total Engineering Cost | ______ |

(b) Other Cost | ______ |

Total Cost (a) + (b) | ______ |

-----------------------------------------------
(Contractor's Name)  
(Signature)  
(Name of Signatory)  
(Title of signatory)
To : (Contractor’s Name and Address) Date : ......................

Attention : (Name and Title) ..........................................................

Contract Name : .........................
Contract Number............................

Dear Ladies and /or Gentlemen :

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change : ..........................................................

2. Change Request No. ......................... (Rev ..............)

3. Estimate for Change Proposal No. .............. (Rev ..............)

4. Acceptance of Estimate No.................... (Rev ..............)

5. Brief Description of Change :

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

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

6. Other Terms and Conditions In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your estimate for Change Proposal mentioned in para. 3 above in accordance with CC Clause 39.0 of the Conditions of Contract.

.......................................................... (Employer’s Name)
.......................................................... (Signature)
.......................................................... (Name and Title of signatory)
CHANGE PROPOSAL

To: (Employer’s Name and Address)  Date: .................

Attention: (Name and Title)

(Contract Name) ........................................   (Contract No.) .....................

Dear Ladies and / or Gentlemen

In response to your Request for Change Proposal No. .......we hereby submit our proposal as follows:

1. Title of Change : (Name) ........................................

2. Change Request No. .................(Rev .................)

3. Originator of Change :        Employer (Name) ......................
                      Contractor (Name) ...........................

4. Brief Description of Change :

5. Reasons for Change :

6. Facilities and/ or Item No. of equipment related to the requested Change :

7. Reference drawings and/ or technical documents for the requested Change :

<table>
<thead>
<tr>
<th>Drawing No. / Document No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

8. Estimate of increase / decease / (in the currencies of the contract to the Contract Price resulting from Change Proposal

   (Amount)

   (a) Direct Material ........................................

   (b) Major construction equipment .................................

   (c) Direct field labour (Total hrs) .................................

   (d) Subcontracts ........................................

   (e) Indirect material and labour .................................
(f) Site supervision ..........................................

(g) Head office technical staff salaries

<table>
<thead>
<tr>
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<table>
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<tr>
<th>Draftsperson</th>
<th>hrs @ rate/hr</th>
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</tbody>
</table>

Total hrs @ ____________

(h) Extraordinary costs (computer, travel, etc.) ______________________

(i) Fee for general administration ____% of Items ______________________

(j) Taxes and customs duties ______________________

Total lump sum cost of Change Proposal
[sum of Items (a) to (j)] ______________________

Cost to prepare Estimate for Change Proposal
(amount payable if Change is not accepted) ______________________

9. Additional time for Completion required due to Change Proposal:

10. Effect on the other Functional Guarantees.

11. Effect on the other terms and Conditions of the Contract.

12. Validity of this Proposal: Within ......................... days after receipt of this Proposal by the Employer.

13. Other Terms and Conditions of this Change Proposal:

   (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within ................... days from your receipt of this Proposal.

   (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.

   (c) Contractor’s cost for preparation of this Change Proposal:

       (Note) This cost shall be reimbursed by the Employer in case of Employer’s withdrawal or rejection of this Change Proposal without default of the Contractor in accordance with CC Clause 39.0 of the Conditions of Contract.

..................................................
(Contractor’s Name)

..................................................
(Signature)

..................................................
(Name of signatory)

..................................................
(Title of signatory)
CHANGE ORDER

To : (Employer’s Name and Address)   Date : …………………

Attention :    (Name and Title)

(Contract Name) ……………………….     (Contract No.) …………………

Dear Ladies and / or Gentlemen :

We approve the Change Order for the work specified in the Change Proposal No.………. and agree to adjust the Contract Price, Time for Completion and/ or other conditions of the Contract in accordance with CC Clause 39.0 of General Conditions of Contract.

1. Title of Change : (Name) ………………………..………………….

2. Change Request No. ……………………(Rev ………………………)

3. Change Order No……………………….(Rev………………………)

4. Originator of Change :        Employer (Name) ………………………..
Contractor (Name) ……………………….

5. Authorized Price :
Ref. No. ………..(Number)
Date : ………………….
Foreign currency portion ………plus Local currency portion………….

6. Adjustment of Time for Completion

None   Increase ……………..days  Decrease …………..days

7. Other effects, if any

Authorized by : ………………………..Date : …………………
(Employer)

Accepted by : ……………………….. ..Date : …………………
(Contractor)

(Contractor’s Name)

(Signature)

(Name of signatory)

(Title of signatory)
PENDING AGREEMENT CHANGE ORDER

(Contractor’s Letterhead)

To: (Employer’s Name and Address)  Date:  …………………

Attention:  (Name and Title)

(Contract Name) …………………… (Contract No.) …………………

Dear Ladies and / or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with CC 39.0 of the Conditions of Contract.

1. Title of Change: (Name) ………………………………..
2. Employer Request for Change Proposal No….(Rev ……….) Dated………
3. Contractor’s Change Proposal No………… …….(Rev……….) Dated………
4. Brief Description of Change :

5. Facilities and/ or Item No. of equipment related to the requested Change :

6. Reference drawings and/ or technical documents for the requested Change

   Drawing No. / Document No.        Description
   …………………………………   ……….……………………..
   …………………………………   ……….……………………..

7. Adjustment of time for completion :

8. Other change in the Contract terms :

9. Other terms and Conditions :

   (Contractor’s Name)

   (Signature)

   (Name of signatory)

   (Title of signatory)
APPLICATION FOR CHANGE PROPOSAL

(Contractor's Letterhead)

To: (Employer’s Name and Address)       Date: …………………

Attention: (Name and Title)

(Contract Name) …………………    (Contract No.) …………………

Dear Ladies and / or Gentlemen:

We hereby propose that the below mentioned work be treated as a Change in the Facilities.

1. Title of Change:
   (Name) ………………………..……………………..……….

2. Application for Change Proposal No………………(Rev ………………)
   Dated …………….

3. Brief Description of Change:
   …………………………………………………………………………..

4. Reasons for Change:
   …………………………………………………………………………..

5. Order of Magnitude Estimation (in the currencies of the Contract).
   …………………………………………………………………………..

6. Scheduled Impact of Change:
   …………………………………………………………………………..

7. Effect on Functional Guarantee. If any:
   …………………………………………………………………………..

8. Appendix
   …………………………………………………………………………..

………………………………………………………………………..

(Contractor’s Name)

(Signature)

………………………………………………………………………..

(Name of signatory)

………………………………………………………………………..

(Title of signatory)
CHANGE ORDER LOG

To: (Employer’s Name and Address) Date: …………………

Attention: (Name and Title)

(Contract Name) ………………… (Contract No.) …………………

Dear Ladies and / or Gentlemen:

(Contract Name) ………………… (Contract No.) …………………

We hereby furnish the up-to date change order log to show the current status of request for changes and authorized or pending.

<table>
<thead>
<tr>
<th>S1. No.</th>
<th>Employer’s Request for change proposal revision</th>
<th>Contractor’s Change proposal including revision</th>
<th>Change order No. proposal No. including revision</th>
<th>Pending</th>
<th>Remarks*</th>
</tr>
</thead>
</table>

(Contractor’s Name) (Signature)

(Name of signatory) Title of Signatory

Note:

(i) *In case Employer has authorized to carryout the work pending agreement change order, the details of such authorization shall be furnished.

(ii) The contractor shall attach a copy of the current change order log in the monthly progress report to be submitted to the Employer every month.
11. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN ONE LOT BY DELHI TRANSCO LTD. FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this ........ day of .............. 200........ 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  DELHI TRANSCO LTD, a Company incorporated under the Companies Act, 1956 having its Registered Office at Shakti Sadan, Kotla Road, New Delhi-110002.

WHEREAS DELHI TRANSCO LTD. 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 DTL is required to hand over various Equipments 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 DTL for the Equipment handed over to it by DTL 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 Equipments 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 DTL indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the Equipments 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 equipments duly endorsed by DTL 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 DTL.

2. That the contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment of DTL 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 DTL. The contractor undertakes to keep DTL harmless against any loss or damage that may be caused to the equipments.

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 utilized 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 DTL is and shall remain the exclusive owner of the equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall be all times be open to inspection and checking by the employer or employer’s representative in this regard. Further DTL 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 equipments are likely to be endangered, mis-utilised or intended for use 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 DTL to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the 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 DTL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DTL 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 DTL, THEN, The above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

SCHEDULE

<table>
<thead>
<tr>
<th>Particulars of the Equipment</th>
<th>Quantity</th>
<th>Particulars of Despatch title Documents</th>
<th>Value of the Equipment</th>
<th>Signature of Attorney in Handed token of receipt</th>
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</thead>
<tbody>
<tr>
<td>RR/ GR No.</td>
<td></td>
<td>Date of lading &amp; Carrier</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of

M/s………………………………..

WITNESS

1. 1. Signature……………………. Signature……………………………
2. Name………………………… Name………………………………
3. Address……………………… Address……………………………

Authorized representative

2. 1. Signature…………………….
2. Name………………………… (Common Seal)
3. Address……………………

(In case of Company)

Indemnity Bonds are to be executed by the authorized 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 General Power of Attorney and such documents should be attached to Indemnity Bond.
12. FORM OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER IN INSTALLMENTS BY DELHI TRANSCO LTD FOR PERFORMANCE OF ITS CONTRACT

INDEMNITY BOND

THIS INDEMNITY BOND is made this ........................ day of ............200.............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 favor of DELHI TRANSCO LTD a Company incorporated under the Companies Act, 1956 having its Registered Office at Shakti Sadan, Kotla Marg, New Delhi-110002

WHEREAS DTL has awarded to the Contractor a Contractor for .......................vide Its Notification of Award/Contract No. ...................dated ...................and Amendment No. ....................(applicable when amendments have been issued ) (hereinafter called the “Contract”) in terms of which DTL is required to handover various Equipments 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 DTL for the Equipment handed over to it by DTL for the purpose of performance of the contract/ Erection portion of the Contract (hereinafter called the “Equipment”).

NOW THEREFORE, This Indemnity Bond witnessed 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 for the purpose of performance of the contract, the Contractor hereby undertakes to indemnify and shall keep DTL 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 DTL 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 shall be construed as handing over the Equipment purported to be covered by such title documents and the Contractor shall hold Equipments in trust as a Trustee for and on behalf of DTL

2 That the contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the equipment of DTL 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 DTL. The contractor undertakes to keep DTL harmless against any loss or damage that may be caused to the equipments.

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 utilized 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 DTL is and shall remain the exclusive owner of the equipment free from all encumbrances, charges or liens of any kind, whatsoever. The equipment shall be all times be open to inspection and checking by the employer or employer’s representative in this regard. Further DTL 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 equipments are likely to be endangered, mis-utilised or intended for use 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 DTL to return the equipment without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the 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 DTL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to DTL 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 DTL, then, The above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

**SCHEDULE No. 1**

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<th>Particulars of the Equipment</th>
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<th>Particulars of Despatch title Documents</th>
<th>Value of the Equipment</th>
<th>Signature of Attorney in Handed token of receipt</th>
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<td></td>
<td>RR/ GR No. Date of lading &amp; Carrier</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For and on behalf of

M/s.………………………………..

WITNESS

1.  1. Signature……………………. Signature…………………….
    2. Name………………………… Name………………………
    3. Address……………………… Address………………………

Authorized representative

2.  1. Signature…………………..
    2. Name………………………… (Common Seal)
       (In case of Company)
    3. Address………………………

Indemnity Bonds are to be executed by the authorized 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 General Power of Attorney and such documents should be attached to Indemnity Bond.
13. **FORM OF AUTHORIZATION LETTER: DELHI TRANSCO LIMITED.**

REF. No.

TO,

M/s

TO,

M/s

TO,

M/s

REF: Contract No…………………. dated ……… for……………………… awarded by Delhi Transco limited.

**Dear Sir,**

Kindly refer to Contract No. ……………………. Dated ……… for ……….. You are hereby authorized on behalf of Delhi Transco Limited, having its registered office at Delhi Transco Limited, Shakti Sadan, Kotia Road New Delhi-110002 and its project at ……….to take physical delivery of materials/equipments covered under Dispatch Document/Consignment Note No……………….. dated………………….. and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signature of project AUTHORITY)**

Designation ………………………

Date ……………………………

Encl: As above

**To be signed not below the rank of Manager.

- Mention LR/RR No.
14. FORM OF TRUST RECEIPT FOR PLANT, EQUIPMENT AND MATERIALS RECEIVED

We M/s (Contractor’s Name)_________________________________________ having our Principal place of business at _____________________________having been awarded a Contract No. ___________________ dated ______________ for (Contract Name) by (Name of Employer) __________________________.

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

For M/s ______________________________

(Contractor’s Name)

Dated:_____________

Place: _____________

(AUTHORISED SIGNATORY)

SEAL OF COMPANY
15. FORM OF EXTENSION OF BANK GUARANTEE

Ref. No……………………. Dated……………………

Delhi Transco Limited,
Shakti Sadan, Kotla Road
New Delhi 110002.
India

Dear Sirs,


At the request of M/s ……………………. We ………………….. Bank branch office at……………. Having its Head Office at …………………… do hereby extend our liability under the above mentioned Guarantee No………………….. dated ……………… for a further period of ………………. Years/Month from ………………. Expire on ………………. Except as provide 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.

Yours Faithfully,

For……………………………
Manager. Agent/Accountant

Power of attorney No………….
Dated …………………………

SEAL OF BANK

Note: The non. Judicial stamp paper of appropriate value shall be purchased in the name of the bank who has issued the bank Guarantee.
16. FORM OF POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM.
(On Non-judicial Stamp paper of Appropriate Value to be purchased in the name of joint venture/Consortium)

KNOW ALL MEN BY THESE PRESENTS THAT WE, the partners whose details are given hereunder…………………………….. have formed a Joint venture/Consortium under the laws of…………………………. And having our Registered Office(S) / Head Office (s) at…………………………………………. (hereinafter called the Joint venture/Consortium which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ……………………………being the partner in-charge do hereby constitute, nominate and appoint M/s ………………………………… a Company incorporated under the laws of………………………………… and having its registered / Head Office at…………….. as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorized Representative” or “Partner in-charge”) to exercise all or any of the powers for and on behalf of the joint venture/Consortium in regard to Specification No………………… Package ……………………… the bids for which have been invited by Delhi Transco Limited, Shakti Sadan Building, Kotla Road, New Delhi, India (hereinafter called the “Employer”) to undertaking the following acts:

1. To submit proposal and participate in the aforesaid Bid Specification of the Employer on behalf of the “Joint venture/Consortium”.

2. To negotiate with the employer the terms and conditions for award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the Employer for and on behalf of the ‘JOINT VENTURE/CONSORTIUM’.

3. To do any other act or submit any document related to the above.

4. To receive, accept and execute the Contract for and on behalf of the “Joint venture/Consortium”.

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

In WITNESS THEREOF the partners Constituting the joint venture/Consortium as aforesaid have executed these present on this …………. day of ………………….. Under the Common Seal(s) of their Companies.

for and on behalf of the Partners of joint venture/Consortium

……………………

……………………

……………………
The Common Seal of the above Partners of the Joint venture/ Consortium:

The Common Seal has been affixed the unto in the presence of:

WITNESS

1. Signature………………………..
   Name…………………………..
   Designation ..........................
   Occupation..........................

2. Signature………………………..
   Name…………………………..
   Designation ..........................
   Occupation..........................
17. FORM OF JOINT VENTURE/ CONSORTIUM AGREEMENT

(On non-judicial stamp paper of appropriate value to be purchased in the name of joint venture/ Consortium)

PERFORMA OF JOINT VENTURE/ CONSORTIUM AGREEMENT BETWEEN ...........................................
AND ........................................... FOR BID SPECIFICATION NO................................. OF DELHI TRANSCO LIMITED

THIS joint venture/ Consortium agreement executed on this ..................... day of Two thousand................... between M/s ......................... a company incorporated under the laws of ........................................ and having its registered office at.............................( hereinafter called the “Lead partner” which expression shall include its successors executors and permitted assigns), M/s .................................................... a company incorporated under the laws of ........................................ and having its registered office at............................. (hereinafter called “the partner” 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 partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the specification No................................. for.........................(Name of the Package) ........................................under.........................(Name of the project) ........................................of Delhi Transco limited , a company incorporated under the Companies Act of 1956 having its registered Shakti Sadan, Kotla Road New Delhi-110002, India (hereinafter caller the; "Employer")

Whereas the employer invited bids as per the above mentioned Specification for the design, engineering manufacture, supply, installation, testing and commissioning of equipment/materials stipulated in the bidding documents for.........................(Name of the Package) ........................................under.........................(Name the project)

AND WHEREAS Annexure-A, section ITB (qualification of the bidder) forming part of the bidding documents stipulates that a joint venture/ Consortium of two or more qualified firms as partners, meeting the joint venture/ Consortium fulfills all other requirements under Annexure-A, Section ITB (qualification of the bidder) and in such a case, the BID FROM shall be signed by all the partners so as to legally bind all the partners of the Joint venture/ Consortium, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the joint venture/ Consortium agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restriction or liability for either party.

AND WHEREAS the bid has been submitted to the Employer vide proposal No................................. dated.........................by Lead partner based on the joint venture/ Consortium agreement between all the partners under these present and the bid in accordance with the requirements of Annexure-A, section ITB (Qualification of the Bidders), has been signed by all the partners.

NOW THIS INDENTURE WITNESS AS UNDER:

In consideration of the above promises and agreements all the partners to this joint venture/ Consortium do hereby now agree as follow:

1. In consideration of the award of the contract by the Employer to the joint venture/ Consortium partners, we, the partners to the joint venture/ Consortium agreement do hereby agree that M/s ........................................... shall act as lead partner and further declare and confirm that we shall joint and severally be bound unto the Employer for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply, and successful performance of the equipments in accordance with the Contract.

2. In case of any breach of the said Contract by the Lead Partner or other partner(s) of the joint venture/ Consortium agreement, the partner(s) do hereby agree to be fully responsible for the successful performance of the contract and carry out all the obligations and responsible under the Contract in accordance with the requirements of the Contract.

3. Further if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the equipment in meeting the performance guaranteed as per the
specification in terms if the Contract, the partner(s) of these present undertake to promptly make good such loss or damages caused to the Employer, on its demand without any demur. It shall not be necessary or obligatory for the Employer to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner(s).

4. The financial liability of the partner of this joint venture/ Consortium agreement to the Employer, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said joint venture/ Consortium agreement, 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 of any of the partners of the joint venture/ Consortium agreement.

5. It is expressly understood and agreed between the partners to the joint venture/ Consortium agreement that the responsibilities and obligations of each of the partners shall be as delineated in Appendix-I (*To be incorporated suitably by the partners) to this agreement. It is further agreed by the partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and servable responsibilities of the partners under this Contract.

6. This joint venture/ Consortium agreement shall be constructed and interpreted in accordance with the laws of India and the courts of Delhi shall have the exclusive jurisdiction in all matters arising there under.

7. In case of an award of a Contract, we the partners to the joint venture/ Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the Employer in the currency of the Contract.

8. It is further agreed that the venture agreement shall be irrevocable and shall from an integral part of the Contract, and shall continue to be enforceable till the Employer discharges the same. It shall be effective from the date first mentioned above for all purpose and intents.

IN WITNESS WHEREOF, the partners to the joint venture/ Consortium agreement have through their authorized representatives executed these present and affixed Common Seals of their companies, on the day, month and year first mentioned above.

1. Common Seal of ……………
   has been affixed in my/our presence pursuant to the
   Board of Director's resolution dated...
   Signature……………………
   Name……………………
   Designation………………

2. Common Seal of ……………
   has been affixed in my/our presence pursuant to the
   Board of Director's resolution dated...
   Signature……………………
   Name……………………
   Designation………………

For Lead partner
(Signature of authorized representative)
Name…………………………
Designation…………………..
Common Seal of the company
…………………………………

For partner
(Signature of authorized representative)
Name…………………………
Designation…………………..
Common Seal of the company
…………………………………

WITNESSES:
1. ……………………………
   (Signature)
   Name……………………
   ……………………………
   (Official address)

2. ……………………………
   (Signature)
   Name……………………
   ……………………………
   (Official address)
18. **PROFORMA OF JOINT UNDERTAKING BY THE COLLABORATOR ALONGWITH THE BIDDER/MANUFACTURER**

(On non-judicial stamp paper of appropriate value)

THIS DEED OF UNDERTAKING executed this……………… day of Two Thousand and……………… by………………, a company incorporated under the laws of …………………………….. and having its registered office at…………………………….. (hereinafter called the “Collaborator” which expression shall include its successors, executors and permitted assigns) and …………. a company incorporated under the laws of …………………………….. and having its registered office at……………… (hereinafter called the “Manufacturer” which expression shall include its successors, executors and permitted assigns) and……………… a company incorporated under the laws of …………………………….( here in after called “Bidder” which expression shall include its successors, executors and permitted assigns) in favour of Delhi Transco Limited, having its Registered office at Shakti Sadan, Kotla Marg, New Delhi.(herein after called the “Employer” which expression shall include its successors executors and permitted assigns)

WHEREAS the “Employer” invited Bid as per Specification No. ---------------- for the execution of --------------

AND WHEREAS Clause No. -----------------, Section -----------------,of -----------------------, Vol. ----------- forming part of the Bid Documents inter-alia stipulates that the Bidder and/or Manufacturer alongwith its collaborator must fulfill the Qualifying Requirements for the * ------------------ and be jointly and severally bound and responsible for the successful performance of the * -------------------offered in the event the bid submitted by the bidder is accepted by the Employer resulting in Contract.

AND WHEREAS the bidder has submitted its bid to the Employer vide Proposal No. ----------------- dated -- ------------ based on the collaboration /association of the Collaborator with the Bidder/Manufacturer.

NOW THEREFORE THIS UNDERTAKING WITNESSTH as under.

1.0 In consideration of the award of Contract by the Employer to the Bidder (herein after referred to as the “Contract”) we, the collaborator and the Bidder/Contractor and /or manufacturer do hereby declare that we shall be jointly and severally bound unto the DELHI TRANSCO LIMITED , for the successful performance of the * ------------------ and shall be fully responsible for the design, manufacturer , testing, supply on for destination delivery at site basis and supervision of unloading at site, storage, erection, testing & commissioning and successful performance of the * ------------------ in accordance with the Contract Specifications.

2.0 Without in any way affecting the generality and total responsibility in terms of deed of Undertaking, the Collaborator in particular hereby agrees to depute their technical experts from time to time to the Bidder/Contractor’s/Manufacture’s Works/ Employer’s project site as mutually considered necessary by the Employer, bidder/Contractor, Manufacturer and the collaborator to ensure proper design, engineering, manufacturer, testing ,supply on for destination delivery at site basis and supervision of unloading at site , storage, erection, testing and commissioning and successful performance of the collaborator shall advise the manufacturer/ contractor suitable modifications of designs and implement necessary corrective measures to discharge the obligations under the contract.

3.0 This deed of undertaking shall be constructed 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 collaborator/manufacturer shall a part from the contractors performance guarantee furnish a contract performance guarantee from its Bank in favour of the Employer on a form acceptable to the Employer. The value of such guarantee shall be equivalent to 10% of price of the equipment as identified in the contract awarded by the Employer to the bidder/contractor 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 and of the warranty period *------------------------ under the contract. The bank guarantee amount shall be payable to the Employer on demand without any reservation or demur.

5.0 We the collaborator/bidder/contractor and /or manufacturer agree this undertaking shall be irrevocable and shall from integral part of a contract and further agree that this undertaking shall continue to be
enforceable till the Employer discharges it. It shall become operative from the effective date of contract.

IN WITNESS WHEREOF the collaborator, the manufacturer and/or the bidder/contractor have through their Authorized Representatives executed these present a fixed common seals of their respective Companies, on the day, month and year first above mentioned.

WITNESSES:

1.----------------------- Signature of Authorized For Collaborator
(Signature) (Representative)
(Name in Block Letter) Name-----------------------
(Office Address) Common seal of Company ----------------------------

2.----------------------- Signature of Authorized For Manufacturer
(Signature) (Representative)
(Name in Block Letter) Name-----------------------
(Office Address) Common seal of Company--------------------------------

3.----------------------- Signature of Authorized For Manufacturer
(Signature) (Representative)
(Name in Block Letter) Name-----------------------
(Office Address) Common seal of Company--------------------------------

Note:
(i) This deed of Joint undertaking duly certified by the Company Secretary shall be submitted along with the bid. Further, the deed of Joint Undertaking attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/High Commission in the country shall be submitted by the bidder before opening of price bid. In case the bidder fails to submit the deed of Joint Undertaking as mentioned above, the bidders bid guarantee may be forfeited.
(ii) In the event the bidder is a Manufacturer and the collaboration is between collaborator and the Bidder, then the Joint deed of Undertaking shall be continued accordingly.
(iii) *The name(s) of equipment for which Joint deed of undertaking is to be submitted is to be inserted.
(iv) The manufacturer may be having ongoing collaboration agreement or had collaboration agreement in the past with the collaborator.
19. FORM OF TAKING OVER CERTIFICATE

Date………………………

Name of Contract………
Contract No……………..

To:

(Name and address of the Contractor)

Dear Ladies and/or Gentlemen,

Pursuant to CC 24 & 25 of the Conditions of the Contract entered into between yourselves and the Employer dated ………………………………… relating to the …………………………………

(Brief description of the Facilities)
we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below:

1. Description of the Facilities or part thereof... …………………………………...

2. Date of Completion...

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defects Liability Period.

Very truly yours,

Title
(Project Manager)
Bidding Documents
For
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

Volume – II

TECHNICAL SPECIFICATIONS

Tender No: T19P080231
VOLUME-II
TECHNICAL SPECIFICATIONS

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SECTION-2  Cable System Specification
SECTION-3  Schedule of Tests
SECTION-4  Laying, Jointing and Installation
SECTION-5  Fiber Optical Cable
SECTION-6  Quality Assurance Program
SECTION -7  Drawings
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SECTION-I

General Information
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SECTION I

GENERAL INFORMATION

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3.0. GENERAL
4.0. CLIMATIC CONDITIONS
5.0. STANDARDS
6.0. TEST CERTIFICATES
7.0. DRAWINGS
8.0. PACKING AND MARKING
SECTION-I

GENERAL INFORMATION

1.0 PROJECT:

1.1 Delhi Transco Limited hereinafter termed as DTL or Owner/Purchaser is a Company incorporated under Company Act 2013, fully owned by Govt. of NCT of Delhi.

1.2 Delhi Transco Limited (DTL), a Govt. of NCT of Delhi Enterprise is responsible for bulk Power transmission of electrical energy in National Capital Delhi.

1.3 Delhi Transco Limited is in process of establishing several 220 kV Sub Stations & Transmission links at various locations in Delhi as per the system requirement & to keep pace with the fast development of load. DTL has decided to establish 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation.

2.0 SCOPE

2.1 The scope of work covered under this package shall include complete Project Management, Design, Engineering, Manufacture, Testing at Manufacturers works, Supply, Transportation to Site, Insurance, Delivery, Storage, Erection, Laying, Jointing, End Termination, Installation at site, Testing & Commissioning of the complete Cable System work covering Design, Engineering, Supply, Laying, Jointing, Testing and Commissioning of 220 kV D/C, 1x1200 Sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation, New Delhi including supply of Mandatory spares and Cross-Bonding of Cable at different positions with additional special isolated joints alongwith earthing of the Cable at both ends with fiber optic in each length of circuit with the provision for real time thermal monitoring incorporated with DTS (Distributed Temperate Sensor) along with required hardware and software along with its accessories on single source responsibility. (Tentative Route length is 7.0 KM).

2.2 The XLPE cable and its accessories shall be complete with all fittings and components necessary for its effective working and efficient performance and satisfactory maintenance under the various operating conditions specified. All such parts shall be deemed to be included within the scope of supply whether specifically included or not in these specification. The successful tenderer shall not be eligible for extra charges for such accessories.

2.3 220 kV XLPE cable manufactured shall be in accordance with relevant IEC, with their latest amendments. 220 kV Double Circuits (3Cx2) as per scope indicated under Section-I (Volume-II) shall be laid directly buried in ground in trefoil formation along with optical fiber cable of 48 Cores for Telemetering, Communication, Protection & SCADA etc. and 4 cores for each circuit for DTS (Distributed Temperature Sensor) for real time thermal monitoring. These circuits shall be with an inter circuit spacing of 800 mm. One optical fiber cable shall be laid coaxially in the centre of trefoil of each circuit or by any other method as per design envisaged by the bidder in
consultation with owner so as to detect/measure cable temperature and system load current along with detection of hot spot.

2.4 The specification also covers cross bonding of the cable at different positions with additional special isolated joints to ensure a sufficient isolating distance between sheath at either side of the joints to compensate the induce voltage so that sheath current and consequent losses are minimized in addition to earthing of the cable at both ends. The contractor will design the system in such a way that sheath voltage shall be within the permissible safe level as per IEC/applicable standards at a prescribed safe level and shall also furnish the detailed calculations in support of this.

2.5 The specification also covers the laying, jointing, end termination, testing and commissioning of the cable and accessories at site. Exclusion(s), if any, shall be brought out clearly and explicitly.

3.0 GENERAL

3.1 The cable and accessories furnished under this specification shall conform to the standards specified under Clause 5.0 of this specification.

3.2 The design and workmanship shall be in accordance with the best engineering practice to ensure satisfactory performance and service life of the cable and accessories. The supplier shall ensure compatibility of fittings and joints if procured from other vendors.

3.3 The tenderer shall furnish the required instruction manuals as also the detailed drawings for the cross linked polyethylene cable asked for in Cl-7.0. The Bidder shall also supply the Soft copy of manual and drawings along with a laptop with latest configuration at the time of detailed engineering.

3.4 The Bidder shall submit the Test Reports of the Pre-Qualification Test and Type Tests of the Cable System (Cable system consists of cable, straight through joint boxes and end termination) as per IEC-62067 from the labs specified in Annexure – A, ITB to establish about its technical capability in manufacturing such class of cable and/or joints and terminations. The alternative long term test/demonstration of satisfactory service experience as per Note to clause 13.2 of IEC 62067 shall not be considered for this purpose.

3.5 Deleted.

3.6 Unless brought out clearly, the offer/tenderer shall be deemed to conform to this specification scrupulously. All deviations from this specification shall be brought out in the schedule of deviations. Any deviation between the specifications and catalogues or the bid offered if not clearly brought out in the schedule of deviations will not be considered as valid deviation.

3.7 The tenderer shall furnish the following information:-
(i) Name of manufacturer & country of manufacture.
(ii) Standing of firm as manufacturer of 220 kV and higher voltage cables and accessories.
(iii) Description of cables of similar capacity to that quoted, supplied and installed during the last five years with the name of the parties/buyers to whom supplies were made, size of cable, date of installation and performance certificate thereafter.
(iv) Details of testing facilities at manufacturer’s works.
(v) Whether manufacturer has technical collaboration with another firm, if so details regarding the same.

3.8 The tenderer shall bring out clearly any additional feature which he deems fit to include to give a complete and comprehensive offer. He shall, however, explain reasons for offering such additional features/items in his proposal.

3.9 The cables and joints offered must be guaranteed for satisfactory operation for a period of 60 months from the date of commissioning.

4.0 CLIMATIC CONDITIONS
The XLPE Cable and Optic Fiber Cable covered under this specification shall be laid underground at a depth of 1.5 Mtr. from the top of the cable laid in trefoil formation and shall be terminated in GIS/Outdoor.

4.1 TEMPERATURE
The reference ambient temperature as per IS-9676: 1980 is 43.3°C.
(i). Max. Ambient temperature 50°C
(ii) Max. daily average Ambient temp. 40°C
(iii) Max. soil Temp. at cable depth 35°C

4.2 RELATIVE HUMIDITY:
(i) Maximum 100%
(ii) Minimum 10%
(iii) Average Annual Rainfall 750 mm
(iv) Average No. of thunderstorm Per annum. 40
(v) Average No. of rainy days Per annum. 50
(vi) Rainy months June to October
(vii) Altitude not exceeding 300 mtr above M.S.L.
(viii) Wind pressure 195 Kg/m² upto 30 meters with deviation as per IS-875:1975

4.3 The variation between daily maximum and minimum temperature is of the order of 15-20°C. The design of cable system shall be suitable to seismic coefficient of Zone-IV of IS-1893 (latest amendments).

5.0 STANDARDS

5.1 The design, manufacture and performance of the cable system and services provided under this specification shall comply with the standards, rules, regulations and acts given in this specification.

5.2 The XLPE cable and the associated accessories shall conform to the following Indian and International standards as amended /revised till date, as applicable:
IEC 62067 | Power cable with extruded insulation and their accessories for related voltage above 150 KV up to 500 KV.

IEC 60228 | Conductor for insulated cables.

IEC 60229 | Tests on cable over sheaths.

IEC 60230 | Impulse tests on cables and their accessories.

IEC 60270 | Partial discharge measurements.

IEC 60287 | Calculation of continuous current carrying capacity and losses.

IEC 60859 | Cable connections for gas insulated Metal-enclosed switchgear for rated voltages of 72.5 KV & above.

IEC 62271-209 | Cable connections for gas insulated metal-enclosed switchgear for rated voltages above 52 kV – Fluid-filled and extruded insulation cables – Fluid-filled and dry-type cable-terminations.

IEC 60853 | Calculation of the cyclic and emergency current rating of cables.

IEEE 48- | Test procedure and requirement for high voltage cable termination.

IEEE 404- | Joint for use with solid dielectric cables.

IEEE 635- | Guide for selection and design of aluminum sheaths.

IS 5216 | Guide for safety procedure and practices in electrical works.

IS 1885(Part 32) | Electro technical Vocabulary.

Indian Electricity Rules.

Indian Electricity Act.

Other standards will be applicable provided the stipulation of such a standards are at least equal to the requirement of the specified standards.

6.0 TEST CERTIFICATES

6.1 All tests shall be conducted in the presence of Purchaser’s representative. The tabulation for each test result shall contain corresponding specified limiting figures as per the relevant standards to facilitate checking of test. Six (6) copies of the following test certificates shall be submitted to the Purchaser for approval:-

(i) Type test certificate for the power cable & accessories.
(ii) Acceptance test certificate for complete lot of the cable.
(iii) Routine test certificates for each drum of cable.

6.2 The test certificates shall be complete with all the results. Purchaser’s approval shall be obtained before dispatch of cable/ accessories from the works.

7.0 DRAWINGS:

7.1 Drawing in triplicate incorporating the following particulars shall be submitted with the tender for the purpose of preliminary study:

(i) Detailed dimensional cross-sectional drawing of the cable.
(ii) Detailed dimensional drawing of the straight through joint.
(iii) Detailed dimensional drawing of the end termination arrangement.
(iv) Recommended trench cross-section and cable laying arrangement for power cable alongwith optical fibre cable.

7.2 After award of the contract the successful bidder shall be required to submit:

(i) Reproducible copies of final drawings for all the equipment ordered and also the route drawing in GIS mapping (soft copy) showing the route of the cable including optic fibre cable and cable accessories as laid.
(ii) Eight copies of instruction booklet on laying, jointing and testing of cable and accessories.

(iii) Eight copies of instruction manuals for cable fault location procedure and equipment.

8.0 PACKING AND MARKING

8.1 The cable shall be wound on returnable drums of suitable size and packed conforming to international standards.

8.2 The cut ends of the cable shall be sealed by means of non-hygroscopic sealing materials as to protect the cable from outside moisture during transit and laying. The following information shall be marked on the drum:

(i) Trade name or trade mark; if any
(ii) Name of the manufacturer;
(iii) Nominal sectional area of the conductor of the cable.
(iv) Type of cable and voltage for which it is suitable.
(v) Length of the cable on the drum.
(vi) Direction of rotation of drum (an arrow) and
(vii) Gross weight of the drum.

8.3 The drum shall be of such construction as to ensure delivery of cable at site free from displacement and damage and should be able to withstand all stresses during handling in transit and laying. The cable drum shall be suitable for wheel mounting.

8.4 All wooden component of the drum shall be constructed from wood, properly seasoned, sound and free from defects. Wood preservative treatment shall be applied to the entire drum.

8.5 Drums or parts of drums made from ferrous metals shall be treated with a suitable rust-preventive finish or coating to minimize rusting during transit or storage.

8.6 Bolts, screws, nails etc. if used in the construction of drums shall be counter sunk so that the heads are below the surface of the flange.

8.7 The tenderer shall clearly indicate in the offer, the normal length of cable in one drum. Normal single length should not be less than 500 meters per drum. Lesser length preferably not less then 40% of the normal drum length as per site conditions shall also be accepted subject to the approval of Engineer-in-charge of Project. Being a turnkey project storage facility will be arranged by the bidder.
SECTION-II

CABLE SYSTEM
SPECIFICATION
CONTENTS

SECTION II

CABLE SYSTEM SPECIFICATION

1.0 CABLE SYSTEM SPECIFICATIONS
2.0 SYSTEM PARAMETERS
3.0 INSTALLATION DATA
4.0 CABLE
5.0 CONDUCTOR
6.0 CONDUCTOR SHIELD
7.0 INSULATION
8.0 INSULATION SHIELD
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11.0 RATING
12.0 CABLE JOINTING ACCESSORIES
13.0 SURGE PROTECTION
SECTION-II

CABLE SYSTEM SPECIFICATIONS

1.0 CABLE SYSTEM SPECIFICATIONS:

1.1 This section covers the general technical data of the cable system and also the technical requirement of the 220 kV cable circuits, associated straight through joints and end termination arrangements.

1.2 The bidders are required to visit the substations/sites and the proposed tentative route to ascertain the information required under this tender. The bidders are required to submit GTP for the cable and all other technical requirements asked for in the bids.

2.0 SYSTEM PARAMETERS:

2.1 The brief particulars of the 220 kV system parameters are given hereafter:

(i) Nominal system voltage 220 KV rms
(ii) Highest system voltage 245 KV rms
(iii) Impulse withstand voltage
     1.2/50 micro Seconds wave
     of positive/negative Polarity. 1050KV peak
(iv) System Frequency 50 Hz.
(v) No. of phase per circuit Three
(vi) System Earthing Solidly Grounded.
(vii) Rated short time current 40KA for 1 sec.

The cable should carry earth fault current of 40KA for 1 second.
(Symmetrical and Asymmetrical faults both).

(i) One minute Power Frequency
Withstand voltage 460KV rms.

3.0 INSTALLATION DATA:

Six (6) single core, 220 kV cables, to form 220 kV Double Circuits (3Cx2) as per scope indicated under Section-I (Volume-II) shall be laid directly buried in ground in trefoil formation at inter-circuit spacing of 800 mm through out the route and as per the guidelines of cable manufacturer. However, as per requirement of the field, the cables shall also have to be laid:

(a) In ducts.
(b) In HDPE pipes of PE80 and PN6 of 250 mm diameter at Heavily Loaded Road/ Rail/Canal/Drain crossings
(c) In trench of suitable size at culvert & over bridges so as not to cause derating of cable in air at terminations.
(d) At varying depths due to obstructions.
(e) At varying inter circuit spacing due to obstructions/site requirements.
(f) As per approved drawings.
Cable covers of approved design are to be provided all along the length of cable as shown in Annex-2 (a, b) of Section - Drawings. Warning tapes of approved design (minimum thickness 0.25mm) are also to be provided all along the route length of the Cable as per Drawing enclosed as Annex-2 (a, b) of Section - Drawings.

All major and important roads where open digging are not permitted Cable are to be laid through HDPE Pipe of PE80 and PN6 of diameter 250 mm by trenchless technology.

4.0 CABLE

4.1 The cross linked polyethylene insulated (XLPE) cable (Gas cured) shall be manufactured in accordance with the internationally accepted standard and also conform to the requirements of IEC 62067 for rated voltages from 150 kV to 500 kV.

4.2 Design shall be suitable to prevent ingress of moisture longitudinally as well as axially so as to meet the requirements of IEC 62067. The conductor shall be provided with water blocking compound/ water swellable tape/ non conduction water blocking tape to prevent longitudinal water entry inside the conductor.

4.3 The conductor screen, insulation and insulation screen shall all be extruded through common head triple extrusion in a single one time process to ensure homogeneity and absence of voids.

5.0 CONDUCTOR

The Conductor shall be of plain annealed copper wires having a cross section of 1x1200 sq. mm. The shape of the conductor shall be Milliken/ segmental type having high compactness and smooth surface finish in accordance with IEC 60228.

6.0 CONDUCTOR SHIELD

The conductor shield shall consist of extruded semi-conducting XLPE. Semi-conducting separator tapes shall be applied between conductor and the extruded semi-conducting XLPE.

7.0 INSULATION:

The extruded XLPE insulation shall be of very high degree of purity and dry cured as per IEC 62067.

8.0 INSULATION SHIELD:

The insulation shield shall consist of extruded semi-conducting XLPE. Suitable bedding tapes shall be applied over the extruded semi-conducting XLPE.

9.0 METALLIC SHEATH:

The metallic sheath shall be of such metal/material (except lead/ lead alloy) designed to meet the requirement of the system short circuit rating of 40 KA for 1 sec and provide radial moisture barrier. The minimum thickness at any point shall not fall below the nominal value by more than 10%. Anti-corrosive compound shall be applied over the sheath.
10.0 OUTER SHEATH

The outer sheath shall consist of extruded black coloured PVC of ST2 grade or PE. The minimum thickness at any point shall not fall below 90% of the nominal. The outer sheath shall be designed for protection against termite and rodent attack and shall be coated with graphite/ Extruded semiconducting layer.

11.0 RATING

The cable size shall be suitable to carry the load current at 220 kV continuously followed by a 10% overloading capacity for two hours without exceeding the maximum conductor temperature of 90°C as per IEC 62067(The manufacturer shall specify such final temperature which shall ensure that there is no loss of life of the cable insulation). The cable rating size shall be based on loading of 2 Nos. three phase circuits at an ambient temperature of 50°C and soil temperature of 35°C. A complete set of experimentally verified data and calculations made; in arriving at the conductor rating shall be enclosed with the offer.

12.0 CABLE JOINTING ACCESSORIES

12.1 The cable jointing accessories shall include the end terminating kit, straight through joint as also any special tools and tackles required for making these joints.

12.2 The straight through joints shall be either pre-fabricated / pre- moulded or moulded type complete with all jointing components/accessories. The joint shall preferably be built up from the same material as the main cable and shall have electrical and mechanical withstand capabilities same as or better than the main cable. The joints shall be suitable for tropical climatic conditions specified under clause 4.0 of Section-I of this specification.

12.3 The end termination shall be of outdoor composite type complete with metal fittings and furnishing material required. The outdoor terminal should be suitable for heavily polluted atmosphere conditions with creepage distance of 25mm/KV for highest system voltage.

12.4 The end termination where cable is to be terminated at GIS shall be of SF6 gas type suitable for indoor termination in GIS and shall be coordinated with GIS Switchgear.

12.5 The detailed description on jointing procedure shall be furnished along with the tender.

12.6 The supplier shall furnish the details of the end termination/straight through joints in service with the period in service.

12.7 The supplier shall ensure the compatibility of fittings and joints if procured from other vendors.

12.8 Necessary Joint Box for connection of overhead Fiber with underground Fiber shall be deemed to be included in the Bid.
13.0 SURGE PROTECTION

13.1 Lightening Arresters (198/216 KV, 10 KA) have been provided on all the feeders at the substations. To protect the station equipment from direct lightning strokes; a grounded screen wire has also been erected over the outdoor switchyard at sending end substations. The purchaser has also provided LA’s on end terminations for protection of the cables from high voltage surge at the receiving/sending end stations.
SECTION-III

SCHEDULE OF TEST
CONTENT
SECTION - III
SCHEDULE OF TESTS

1.0 GENERAL
2.0 TEST AT MANUFACTURER’S WORKS
3.0 ROUTINE TESTS
4.0 SAMPLE TESTS
5.0 TYPE TEST(S)
6.0 ELECTRICAL TESTS AFTER INSTALLATION
SECTION-III
SCHEDULE OF TESTS

1.1.0 GENERAL
1.1.1 This schedule gives tests to be carried out on 220 kV, single core XLPE type cables and associated accessories being supplied under these specifications. The schedule of tests to be followed shall be generally as per IEC 62067 “Extruded Solid Dielectric Insulated Power Cables for rated voltage from 150 kV up to 500 kV”.

1.1.2 Deleted

1.1.3 The facilities available for site tests shall be clearly and implicitly brought out in the tender. The site tests shall be carried out during and after laying/ installation by the supplier.

1.1.4 This test schedule can be modified at the discretion of the purchaser to omit or to include additional tests. Power frequency test shall be carried out at a frequency of 50 Hz.

1.1.5 The manufacturer shall advise the purchaser one month in advance when the cable/accessories will be ready for inspection and tests, so that the latter’s representatives may be deputed to witness the test(s). No material shall be shipped or dispatched until inspection and tests upto the satisfaction of the purchaser have been carried out. Such inspection and approval shall not relieve the manufacturer from full responsibility for furnishing cables and accessories conforming to the requirement of the specification nor prejudice any claim, right or privilege which the purchaser may have because of the use of defective or unsatisfactory equipment.

1.2.0 TESTS AT MANUFACTURE’S WORKS
1.2.1 The tests shall be carried out in accordance with IEC62067.

1.3.0 ROUTINE TESTS
The manufactured cable shall be subjected to test as prescribed in the different IECs for routine, acceptance and type test and any other test mandatory under relevant IEC.

1.4.0 SAMPLE TESTS
The following tests shall be carried out on samples which, for the tests in items b) and g), may be complete drum lengths of cable, taken to represent batches:

a) Conductor examination
b) Measurement of electrical resistance of conductor
c) Measurement of thickness of insulation and oversheath
d) Measurement of thickness of metallic sheath
e) Measurement of diameters if required
f) Hot set test for XLPE and EPR insulations
g) Measurement of capacitance
h) Measurement of density HDPE insulation
i) Lighting impulse
j) Water penetration test
1.5.0 TYPE TEST(s) - Deleted.

1.6.0 ELECTRICAL TESTS AFTER INSTALLATION

i) Insulation Resistance after laying each cable length shall withstand a voltage of 10 kV DC between each reinforcement and external conducting surface and for one minute as per clause no.16.2 of IEC-62067. In addition, the serving insulation resistance shall be measured and checked with the values obtained in the routine factory test.

ii) On completion of the cable laying and jointing work the complete installation shall be tested as per clause 16.2 and 16.3 of IEC-62067. The testing kit required for the tests shall be arranged by the contractor.
SECTION-IV

LAYING, JOINTING AND INSTALLATION
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SECTION-IV
LAYING, JOINTING AND INSTALLATION

1.0 SCOPE

1.1 Quotation shall be submitted by the bidder for supply, survey profiling, laying, jointing, termination, testing and commissioning of 220 kV cable offered on Turn Key Basis. Survey profile shall include survey details of the Right Of Way of road(s) falling along the route. The survey profile report shall be submitted by the successful bidder/contractor within 30 days after the placement of award of work. The final route shall be decided jointly by the employer and the contractor within 45 days after the receipt of detailed survey profile. The tentative route plan of the cable is enclosed with this tender specification as Annexe-1 of Section Drawings to enable the bidder to have a correct assessment of the work involved. All major roads shall be crossed by trench less technology. Open trench is allowed for light loaded roads for which bidders are required to conduct a thorough survey of the route.

1.2 The supplier shall also submit a preliminary bar chart indicating the time required for completion of the entire project taking into consideration the trenching time and the fact that the entire trenching cannot be completed prior to the start of the cable laying due to city regulations and other factors.

1.3 The arrangement of laying the cable along the road as also under the road crossings are shown in Annexe-2: (a) and (b) of Section Drawings. In case the supplier recommends a different arrangement, he shall indicate width and depth required for cable trenches and the straight joints. Further any special arrangement required shall be brought out clearly. The bidder shall justify his proposal with reasoning thereof.

1.4 Contractor shall provide after sale service during defect liability period. For any accidental damage to XLPE cable and OFC cable, DTS OFC by third agency during defect liability period after commissioning of project, contractor shall start the rectification work at quoted rates of his bid enhanced @5% annually on base rate of service item and IEEMA provision on material from date of operational acceptance (OAC) within 10 days of notification by DTL by phone, fax, E-mail.

2.0 WORK AND SERVICES

2.1 The bidder shall undertake to perform the complete job as per the scope above on turn key basis. (Such parts as may have not been specifically included but otherwise form part of the job are deemed to be included unless otherwise specifically mentioned.)

2.2 The bidder shall arrange for the services of fully qualified and competent supervising Engineer/Engineers and necessary minimum number of Jointers to match with the requisite specialized skills for the supervision and jointing recommended by the manufacturer.

2.3 Supervising the complete installation work of laying of power cables as well as optic fiber cables.

2.4 Carryout all jointing works utilizing the services of his Jointers and supervising Engineers. All the tools required for installation and jointing shall be arranged by the bidder.
2.5 Inspection & testing of the complete installation and putting in regular service and bear the overall responsibility of the satisfactory installation, testing & commissioning of the entire 220 kV cables. The bidder shall also make his own arrangement for boarding and lodging of supervising engineers and jointers at New Delhi.

2.6 Bidders shall arrange all requisite Tools and Plants to facilitate laying and handling of cables to avoid any damage as per international practices.

3.0 DRAWINGS/OTHER INSTALLATION INFORMATION:

3.1 The bidder shall install all equipment furnished. All the necessary drawings and information for installation shall be provided by the bidder. The following facilities and services are also covered in the scope of bidder:

a) Unloading and loading of the cable drums and accessories, clearing through customs, transportation to the site and storage.

b) Excavation of the trenches for 220 kV cables.

c) Supply and installation of HDPE pipes wherever necessary.

d) Supply and installation of warning tape. Complete details of the warning tape i.e. width, thickness and strength shall be submitted in the offer. The printed message on the tape is subject to approval of the purchaser.

e) Cable cover
   (i) The type of covers, complete dimensions and the design thereof shall be submitted with the offer for the approval of the purchaser.
   (ii) The material of the cable covers should be such that no electromagnetic effect occurs.
   (iii) The covers should be mechanically strong enough to prevent from any damage due to digging by trench less method by external agencies.

f) Cable markers of approved design with engraved particulars including telephone number and painted with yellow colour fluorescent paint with engraved letters/ digits in black colour to have proper contrast & visibility from distance (so that the same are clearly visible even during night) shall be provided all along the 220 kV cable route at a maximum distance of 50 meters and other important locations. Also the location of the cable underneath the ground with reference to permanent bench marks shall be clearly indicated on the route marker. The minimum projection above the ground shall be at least 75 cm.

g) Provision of necessary labour force for the execution of the job and installation of joints etc.

h) Being a Turnkey project, the bidders are required to arrange all tools and plants for execution of contract.

i) Open trench is allowed only for light loaded roads. On all major and important road crossings, trench less technology is to be adopted for laying of cable.

j) Provision of necessary transport facilities for the staff to be deputed by the successful bidder for installation of work.

k) Supply of GI structure for cable end terminations.

4.0 TRAINING OF PURCHASER’S ENGINEERS AND JOINTERS:

The contractor shall organize and conduct complete and thorough training programme (to be conducted in English language) providing necessary training material, at no extra cost to the Employer. However, To & fro air fare including boarding and
lodging shall be borne by the owner/purchaser and no separate charges for training shall be paid. The training shall be arranged at the manufacturer's works/facility from where the equipment is being supplied for 120 man days to cover design, manufacture and jointing techniques of XLPE cables being supplied and testing, operation & maintenance along with complete operational and maintenance aspects of DTS system and software so as to ensure the complete adequacy of the programme.

5.0 EXCLUSIONS

The followings are the only exclusions from the bidder’s scope:

i) Power supply at 220 kV level for conducting test after installation of cable system. However, terminal equipments if required shall be arranged by the contractor.

The bidder shall clearly confirm exclusions in his offer.

6.0 RIGHT OF WAY

The successful bidder shall submit proposals for way leaves and right of way. The bidder is entirely responsible in getting permissions from the concerned Departments. The field officials of DTL will extend necessary support required for permission. The cost payable to concerned authorities towards Road restoration charges/permissions shall be made by DTL as per actual demand note arranged by the contractor and submitted to DTL.
SECTION-V

FIBER OPTICAL CABLE
SECTION-V

Fiber optical Cable

Fiber Optical Cable:

Fiber optical cable shall be used for DTS, Communication and Teleprotection as per the following:

4 cores for each circuit for DTS (Distributed Temperature Sensor) for real time thermal monitoring through multiplexer.

48 Cores for Telemetering, Communication, Protection & SCADA etc. should be single mode.

OFC cables for DTS and Communication shall be laid separately in 50 mm HDPE pipes PE80 and PN10. HDPE supply cost & laying cost shall be included in optical fiber cable laying cost.

Termination arrangement upto DTS for DTS fibers and upto relay panel for other fibers at both sub-station end shall be provided by the successful bidder. The scope of work for the above shall include multiplexer, OF Junction box, patch cord etc. as required.

Optical fibre cable shall conform to the relevant IEC Standards and necessary Type Test as per relevant standard shall also be submitted.

After commissioning of contract, the contractor shall carry out periodic inspection along with maintenance, if any, of DTS equipment quarterly during defect liability period.

To communicate the data from DTS to local and central SCADA system of Delhi Transco Limited, the DTS system should have Modbus option/output Gateway and FO-Modem OR any other latest communication topology to transfer the data to central control room via OFC.

DTS systems shall include software to generate sheath temperature profile graphs with landmark identifications along the complete cable route and reports as well as RTTR software. These information should be available at local and central SCADA both.

UPS Battery shall have backup of minimum six hours.
SECTION-VI

QUALITY ASSURANCE PROGRAM
SECTION VI - QUALITY ASSURANCE PROGRAMME

1.0 QUALITY ASSURANCE PROGRAMME

2.0 GENERAL REQUIREMENTS QUALTY ASSURANCE
SECTION VI
QUALITY ASSURANCE PROGRAMME

1.0 QUALITY ASSURANCE PROGRAMME
To ensure that the equipment and services under the scope of contract, whether manufactured or performed within the contractors work or at his sub contractors premises or at the owners site or at the other place of the work are in accordance with the specifications, the contractors shall adopt suitable quality assurance programme to control such activities at all points, as necessary. Such programme shall be outlined by the contractor and finally accepted by the owner/authorize representative after discussion before the award of contract. The QA programme shall be in line with ISO 9001/IS-14001.

2.0 GENERAL REQUIREMENTS QUALITY ASSURANCE
All materials, components and equipment covered under this specification shall be procured, manufactured, erected, commissioned and tested at all stages, as per comprehensive quality assurance programme. An indicated programme of the inspection/tests to be carried out by the contractor for some of the major items is given in the respective technical specifications. This is however, not intended to form a comprehensive programme as it is the contractor responsibility to draw up and implement such programme duly approved by the owner. The detailed quality plans for manufacturing and field activities should be drawn by the bidder and will be submitted to owner for approval. Schedule of finalization of such quality plans will be finalized before award.

Manufacturing quality plan will detail out for all the components and equipments, various tests/inspection, to be carried out as per the requirement of this specification and standards mentioned therein and quality practices and procedure followed by contractors quality control organization, the relevant reference document and standards, acceptance norms, inspection documents raised etc. during all stages of material procurement, manufacturer, assembly and final testing performance testing. Field quality plans will detail out for all the equipment the quality practices and procedures etc. to be followed by the contractor’s site quality control organization, during various stages of site activities from receipt of materials/equipment at site.

The Contractor shall also furnish copies of the reference documents/plant standards/acceptance norms/tests and inspection procedure etc., as referred in quality plans alongwith quality plans. These quality plans and reference documents/standards etc. will be subject to Owner’s approval without which manufacture shall not proceed. These approved documents shall form a part of the contract. In these approved quality plans Owner shall identify Customer Hold Points (CHP), i.e. test/checks which shall be carried out in presence of the Owner’s engineer or his authorized representative and beyond which the work will not proceed without consent of Owner/authorized representative in writing. All deviations to this specification, approved quality plans and applicable standards must be documented and referred to Owner alongwith technical justification for approval and disposition.

No material shall be dispatched from the manufacture’s work before the same is accepted subsequent to pre-dispatch final inspection including verification of records of all previous tests/inspection by Owner’s engineer/authorized representative, and duly authorized for dispatch issuance of MDCC.
All material used for equipment manufacture including casting and forging etc. shall be of tested quality as per relevant codes/standards. Details of results of the tests conducted to determine the mechanical properties, chemical analysis and details of heat treatment procedure recommended and actually followed shall be recorded on certificates and time temperature chart. Tests shall be carried out as per applicable material standards and/or agreed details.
Proposed route alignment of 220kV Ug Cable between 220kV Masjid Moth grid and 220kV Masjid Moth grid (Tentative route length = 7 KMs).
CROSS SECTIONAL DETAIL OF UG XLPE CABLE COVERING
WITHOUT HDPE PIPE
(DOUBLE CIRCUIT)

NOTE:
1. ALL DIMENSIONS ARE IN MM, UNLESS OTHERWISE SPECIFIED.
2. GRADE OF CONCRETE SHALL BE M30 AS PER IS 456.
3. IN CASE OF CONCRETE IS EXPOSED TO SULPHATE ATTACKS TYPE OF CEMENT USED IN CONCRETE SHALL CONFIRM TO REQUIREMENTS OF IS 456-2000.
4. GRADE OF R/F BAR SHALL BE Fe 415 CONFIRMING TO IS 1786.
5. R/F SHALT BE BEND, PLACED & FIXED IN ACCORDANCE TO IS 2502.
6. MIN. COVER TO R/F SHALT BE 25MM FROM BOTH SIDES.
7. FILLING OF SAND / EARTH ON TOP COVER SHALL BE DONE ONLY AFTER ENSURING COMPLETE SAND FILLING OTHERWISE IT WOULD LEAD TO UNEVEN PRESSURE ON THE CABLE COVER AND MAY DAMAGE TOP COVERING.
NOTE:
1. ALL DIMENSIONS ARE IN MM, UNLESS OTHERWISE SPECIFIED.
2. GRADE OF CONCRETE SHALL BE M30 AS PER IS 456.
3. IN CASE OF CONCRETE IS EXPOSED TO SULPHATE ATTACKS TYPE OF CEMENT USED IN CONCRETE SHALL CONFIRM TO REQUIREMENTS OF IS 456:2000.
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CROSS SECTIONAL DETAIL OF UG XLPE CABLE COVERING WITH HDPE PIPE
(DOUBLE CIRCUIT)

PRECAST RCC SLAB (TOP / SIDE)

SECTION 1-1
SECTION-VIII

GUARANTEED TECHNICAL PARTICULARS
SECTION-VIII

SCHEDULE OF GUARANTEED PERFORMANCE AND TECHNICAL PARTICULARS

The following information shall be given by the tenderer in addition to any other relevant data:-

1. Name of Manufacturer:
2. Country of Manufacturer:
3. Type of Cable: XLPE
4. Standard according to which cable
5. Rated voltage 245KV
6. Nominal cross-sectional area of Conductor 1200 Sq.mm
7. Conductor material Copper
8. Impulse withstand voltage 1.2/50 micro Second wave KVp
9. Power frequency withstand voltage KV rms
10. Maximum dielectric stress at the Conductor KV/cm
11. Minimum dielectric stress at the insulation screen KV/cm
12. Minimum radial thickness of insulation between conductor & screen.
13. Conductor screen
   a) Material
   b) Nominal thickness
14. Metal sheath:
   a) Minimum radial thickness
   b) Composition
   c) Maximum working stress
15. Nominal diameter over metal sheath
16. Nominal radial clearance allowed under Metal sheath.
17. Protective outer serving
   a) Type and composition
   b) Nominal thickness
   c) Test voltage at works.
18. Nominal overall diameter of completed Single core cable.
19. Nominal weight per meter:
   a. Copper Conductor
   b. Aluminium (Foil/Corrugated Sheath)
   c. XLPE
   d. PVC
   e. PE
   f. Complete Cable
20. Short circuit capacities with a conductor temperature of 90 degree C at the commencement:
   a) 0.5 Second duration.
   b) 1 Second duration.
   c) 2 Second duration.
   d) 3 Second duration.
21. Minimum radius of bend round which Cable can be laid.
   a) Direct burial in ground
   b) In ducts
22. Maximum D.C. resistance of conductor per km. at 20 degree C.
23. Maximum A.C. resistance of conductor per km. at 90 degree C.
24. Equivalent star reactance per km. of 3-phase Circuit at 50 Hz.
25. Maximum electrostatic capacitance per km. of cable.
26. Maximum continuous current carrying capacity per cable when laid in ground at a depth of 1.5 metres (Ground temp. 35 degree C soil thermal resistivity 150 degree C/watt/Cm. Maximum conductor temperature 90 degree C).
   a) Only one 3-phase ckt. loaded.
   b) All Two three phase ckts. Loaded.
27. Maximum continuous current carrying capacity per cable when drawn into pipes conditions as in item 26 above).
   a) Only one 3 phase ckt. loaded
   b) Two 3 phase ckt. loaded.
28. Continuous current carrying capacity which will permit a further 10% overload for two hours without exceeding a maximum conductor temp. of 90 degree C laid as in item 26 above.
   a) Only one 3 phase ckt. loaded.
   b) Two 3 phase ckts. Loaded.
29. Continuous current carrying capacity which will permit a further 10% overload for two hours as in item no.28 above, but with cables drawn into pipes.
   a) Only one 3 phase ckt. loaded.
   b) Two 3 phase ckt. loaded.
30. Maximum dielectric power factor of cable when laid direct in the ground, at normal voltage, frequency at conductor temperature of 15, 30, 45, 65, 90 degree C.
31. Maximum dielectric power loss of cable per Km. of 3 phase ckt, laid direct in ground, at normal voltage, frequency and maximum conductor temperature.
32. Maximum dielectric power factor of cable at normal frequency and at a conductor temperature of 20 degree C and at 0.5, 1.0, 1.5, and 2.0 times nominal voltage.
33. Sheath loss of cable per km. of 3 phase ckt. at normal voltage, frequency, at maximum continuous current rating.
   a) laid direct in ground (item 26 above)
   b) drawn into ducts (item 27 above)
34. Impedance per km. of 3 phase ckt. at 50 C/s and maximum conductor temperature.
   a) positive and negative sequence
   b) zero sequence
35. Attenuation to carrier current signals operating over a freq. range of 50 to 200 Kc/s.
   a) Phase to ground characteristic impedance at 50 to 200 Kc/s.
   b) Screening factor.
36. Maximum drum length of cable.
37. Approximate Shipping weight & size of drums
38. For 1-core cables please recommend with reasons:
   a) Method of laying (trefoil, horizontal)
   b) Whether sheaths are to be bounded and Earthed at one end or both ends.
   c) Transposed.
39. Straight through joint.
   a) Make
   b) Type
40. End Terminations
   a) Make
   b) Type
41. Warning tape
   a) Material
   b) Width
   c) Thickness
   d) Tensile strength
   e) Breaking load
42. Cable covers
   a) Dimension
   b) Design.
   c) Drawing

43. Cable Marker
   a) Size
   b) Drawing.

44. Guaranteed MVA power Transmission capacity
Bidding Documents
For
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

Volume – III

Bid Form, Attachments & Price Schedules

Tender No: T19P080231
VOLUME-III

BID FORM, ATTACHMENTS & PRICE SCHEDULES

Section - I  Bid Form

Section - II  Attachments

Section -III  Price Schedule
SECTION-I

BID FORM
SECTION: I

BID FORM

Bid Proposal Ref. No………………………                                      Date: ………………

Name of Package: Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

To,

Delhi Transco Limited
Shakti Sadan, Kotla Road
New Delhi – 110002

Ladies and Gentlemen,

1.0 Having examined the Bidding Documents, including Amendment Nos. ______________(Insert Numbers) dated ………………. the receipt of which is hereby acknowledged, we the undersigned, offer to design, engineering, manufacture, test, deliver, install and commission (including carrying out Performance & Guarantee Test) the Facilities under the above-named package in full conformity with the said Bidding Documents for the sum of :

(Amount of Indian Rupees in Words)

(______________________________)

(Amount in Figures)

or such other sums as may be determined in accordance with the terms and conditions of the Bidding Documents.

“Note: Being a Two Part tender, bidders are required to submit the Bid Forms in Part –I as well as in Part-II. However, the prices shall be quoted only in the Bid Form to be submitted with Price Bid Part -II.”

2.0 ATTACHMENTS TO THE BID FORM

In line with the requirement of the Bidding Documents, we enclose herewith the following Attachments to the Bid Form:

(a) Attachment 1: Bid Security in the form of .........................* for a sum of ......................... (name of currency and amount in words and figures) initially valid for a period of two hundred twenty-five (225) days after the date set for opening of bids.

* Please fill in the alternative chosen in line with 12.2 Section-ITB, Vol.-I, of the Bidding Documents

(b) Attachment 2: A Power of Attorney duly authorized by a Notary Public indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon us during the full period of its validity in accordance with the ITB Clause 13.

(c) Attachment 3 : The documentary evidence that we are eligible to bid in accordance with ITB Clause 1 and in Clause 8.3 (c) & (e) ITB are qualified to perform the contract if our bid is accepted. The qualification data has been furnished as per your format enclosed with the bidding documents. * Further, the required deed of Joint Venture Agreement signed by us and our Partners has also been furnished as per your format.

* Delete if not applicable
(d) Attachment 4&4A: The documentary evidence establishing in accordance with ITB Clause 1, Vol.-I of the Bidding Documents that the facility offered by us are eligible facilities and conform to the Bidding Documents has been furnished as Attachment 4. Moreover, a list of Special Tools & Tackles to be furnished by us, the cost of which is included in our Bid Price, is also enclosed as per your format as Attachment 4A.

(e) Attachment 5: The details of all major items of services or supply which we propose subletting in case of award, giving details of the name and nationality of the proposed subcontractor/sub-vendor for each item.

(f) Attachment 6: The variation and deviations from the requirements of the Conditions of Contract, ITB and other commercial conditions. Technical Specification and Drawings (excluding critical provisions as mentioned at clause 6.0 below) in your format enclosed with the Bidding Documents, including, inter alia, the cost of withdrawal of the variations and deviations indicated therein.

(g) Attachment 6A: The variation and deviations from the requirements of the Conditions of Contract clauses mentioned in ITB Clause 21.4.1 in your format enclosed with the Bidding Documents, including, inter alia, the cost of withdrawal of the variations and deviations indicated therein.

(h) Attachment 7: The details of Alternative Bid made by us indicating the complete Technical Specifications, the Bid price for the Alternative Bid and the deviation to contractual and commercial conditions.

(i) Attachment 8: Not applicable.

(j) Attachment 9: Work Completion Schedule.

(k) Attachment 10: Guarantee Declaration.

(l) Attachment 11: Information regarding ex-employees of DTL in our firm.

(m) Attachment 12: Unequivocal consent of the proposed Associate for the purpose of executing the 'Second Contract' and/or "Third Contract' as an independent Contractor (Applicable to Foreign Bidders).

(n) Attachment 13: Capacity and Experience of Proposed Associate (Applicable to Foreign Bidders).

(n) Attachment 14: Integrity Pact, in a separate envelope duly signed on each page by the person signing the bid.

(o) Attachment 15: Check List (Bidder shall submit the information regarding documents submitted by them in the offer as per the checklist provided in Attachment-15 of Section Attachments, Vol-III of bidding document. It shall be sole responsibility of bidder to provide the information based on the documents submitted by them.)

3.0 PRICE SCHEDULES

3.1 In line with the requirements of the Bidding documents, we enclose herewith the following Price Schedules, duly filled - in as per your proforma:

Schedule 1
Price break-up Plant and Equipment (including Mandatory Spares Parts) to be supplied from Abroad including Type Test charges for Type Test to be conducted Abroad.

Schedule 2
Price break-up of Plant and Equipment (including Mandatory Spares Parts) to be supplied from India including Type Test charges for Type Test to be conducted in India.
Schedule 3  Break-up of Local Transportation, Insurance and other Incidental Services
   (including port clearance etc.)

Schedule 4  Price Breakups of Installation Charges

Schedule 5(a)  Break-up of Type Test charges for Type Tests to be conducted abroad.
   (Total of this schedule is included in Schedule -1 above)  (Not Applicable)

Schedule 5(b)  Break-up of Type Test charges for Type Tests to be conducted in India.
   (Total of this schedule is included in Schedule - 2 above)  (Not Applicable)

Schedule 6(a)  Training Charges for Training to be imparted abroad.  (Not Applicable)

Schedule 6(b)  Training Charges for Training to be imparted in India  (Not Applicable)
   As per clause 4.0 Section IV Laying Jointing testing and commissioning, Vol-II, the training shall be provided at no extra cost to employer, the
   training charges shall be inclusive in the bid price.

Schedule 7  Grand summary of the quoted bid price.

Schedule 8  Deleted.

Schedule 9  Deleted.

Schedule 10  Details of recommended spare parts & recommended test equipments. (in
   line with Technical specifications)

Prices are inclusive of service tax. However rate of service tax considered in the bid is indicated
in respective price schedules.

3.2  We are aware that the Price Schedules do not generally give a full description of the Work to be
performed under each item and we shall be deemed to have read the Technical Specifications and
other sections of the Bidding Documents and Drawings to ascertain the full scope of Work included
in each item while filling-in the rates and prices. We agree that the entered rates and prices shall
be deemed to include for the full scope as aforesaid, including overheads and profit.

3.3  We declare that as specified in the clause 11.2 CC of the Bidding Documents prices quoted by us
in the Price Schedules shall be on lump sum basis. The Contract price shall be adjusted on
account of variation in quantity in accordance with clause 39 CC. Further the CIF/Ex-works price
component and installation price component shall also be subject to price adjustment in line with
the provisions of Appendix 2 to Form of Contract Agreement.

3.4  We understand that in the price schedules, where there are errors between the total of the amounts
given under the column for the price Breakdown and the amount given under the Total Price, the
former shall prevail and the later will be corrected accordingly. We further understand that where
there are discrepancies between amounts stated in figures and amounts stated in words, the
amount stated in words shall prevail. Similarly, any discrepancy in the total bid price and that of the
summation of Schedule Price (price indicated in a Schedule indicating the total of that schedule),
the total bid price shall be corrected to reflect the actual summation of the Schedule Prices.

3.5  We declare that items left blank in the Schedules will be deemed to have been included in other
items. The total for each Schedule and the total of Grand Summary shall be deemed to be the total
price for executing the Facilities and sections thereof in complete accordance with the Contract,
whether or not each individual item has been priced.

4.0  We confirm that except as otherwise specifically provided our Bid Prices include all taxes, duties,
levies and charges as may be assessed on us, our Sub Contractor/Sub-Vendor or their employees
by all municipal, state or national government authorities in connection with the Facilities, in and
outside of India.

4.1  We understand that notwithstanding 4.0 above, in case of award on us, you shall bear and
promptly pay/reimburse all custom and import duty imposed; on the Plant & Equipment including
Mandatory Spare Parts specified in Schedule No.1 to be incorporated into the Facilities, by the
Indian Laws. However, we understand that if we choose to ship the equipment in Shipper's
Containers, then the custom duty levied on the cost of empty Containers shall not be borne by you
and shall be payable by us.
100% of applicable Taxes and Duties, which are payable by the Employer under the Contract, shall be reimbursed by the Employer after dispatch of equipment on production of satisfactory documentary evidence by the Contractor in accordance with the provisions of the bidding documents.

4.2 We further understand that notwithstanding 4.0 above, in case of award on us, you shall also bear and pay/reimburse to us/our Associate (applicable for Foreign Bidders), Taxes, Duties and Levies as per GST rules in respect of transaction between you and us/our Associate (applicable for Foreign Bidders), imposed on the Plant & Equipment including Mandatory Spare Parts specified in Schedule No. 2 to be incorporated into the Facilities; by the Indian Laws.

4.3 Deleted.

4.4 We confirm that we shall [or our Associate (applicable for Foreign Bidders) as per para 5.0 below] also get registered with the concerned Tax Authorities as per GST rules, in all the states where the project is located.

4.5 Deleted.

4.6 We confirm that TDS under the applicable laws shall be deducted by the Employer from the payments made to us and Employer shall issue TDS certificates in lieu of deductions so made.

5.0 **CONSTRUCTION OF THE CONTRACT**

5.1* (Applicable to foreign bidders only) We declare that we have studied Clause CC 44 relating to mode of contracting for Foreign Bidders and we are making this proposal with a stipulation that you shall award us three separate Contracts viz 'First Contract' for all works to be performed in countries outside India covering, inter-alia, the Off-Shore Supply of equipment & materials including mandatory spares (CIF Supply); 'Second Contract' for Supply of equipment & materials including mandatory spares (Ex-works Supply) and testing to be conducted within India; and 'Third Contract' for providing all services i.e. port handling and custom clearance of the imported goods; further loading and inland transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including Performance Testing in respect of all equipment & materials supplied under both 'First Contract' and 'Second Contract' and any other services specified in the Bidding Documents. We declare that the award of three contracts, will not, in any way, dilute our responsibility for successful operation of Plant/Equipment and fulfillment of all obligations as per Bidding Documents and that all the three Contracts will have a cross-fall breach clause i.e. a breach in one Contract will automatically be classified as a breach of the remaining contracts which will confer on you the right to terminate the other contracts at our risk and cost and/or recover damages under any or all the Contracts.

Further, M/s..............................................................................................whose capacity, and experience are enclosed with our Bid as our Associate for the purpose of executing the 'Second Contract' and / or the 'Third Contract' and written unequivocal consent of the above mentioned proposed Indian Associate to work as your independent Contractor, on the same terms and conditions as offered by us to you in this bid, is also enclosed with the Bid form. We shall, however, be overall responsible for the execution of all the three Contracts.

The above-mentioned proposed Associate shall directly enter into the 'Second Contract' and/or 'Third Contract' with you and all the three contracts shall contain the aforesaid cross-fall breach clause.

In case the Associate, despite his written consent fails to enter into the 'Second Contract' and/or 'Third Contract' with you, or if the Employer in his judgment does not find acceptance of the proposed Indian Associate as its Contractor, then we undertake to enter into and execute all the Contracts, inter alia, containing the aforesaid cross-fall breach clause. In such an event, the overall financial liability of the Employer, under the Contract shall, however, not exceed that envisaged in our this bid.

5.1** (Applicable to Domestic Bidders only) We declare that we have studied Clause CC 44 relating to mode of contracting for Domestic Bidders and we are making this proposal with a stipulation that you shall award us two separate Contracts viz. 'First Contract' for ex-works and CIF (if any) supply of all equipment and materials including mandatory spares identifying separately the CIF and Ex-works components of the supply and ‘Second Contract’ for providing all the services i.e. inland
transportation for delivery at site, unloading, storage, handling at site, installation, testing and commissioning including Performance Testing in respect of all the equipment supplied under the 'First Contract' and other services specified in the Contract Documents. We declare that the award of two contracts will not in any way dilute our responsibility for successful operation of plant/equipment and fulfillment of all obligations as per Bidding Documents and that both the Contracts will have a cross-fall breach clause i.e. a breach in one contract will automatically be classified as a breach of other contract which will confer on you the right to terminate the other Contract at our risk and cost.

6.0 We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us:

(i) Appendix 2 to the Form of Contract Agreement (Price Adjustment): Clause No. 10.6 ITB
(ii) Bid Security: Clause No. 12.1, 12.2 ITB.
(iii) Performance Security: Clause 13.3 CC
(iv) Liquidated Damages & (Functional Guarantee): Clause 28 & 28.5 CC
(v) Defect Liability: Clause No. 27 CC
(vi) Payment: Clause No.12 CC
(vii) Time Schedule- Appendix-4 to the Form of Contract Agreement.

OR

@ We have read the provisions of following clauses and confirm that the specified stipulations of these clauses are acceptable to us except for the deviations, along with the cost of withdrawal of such deviations as listed in Attachment 6A:

(i) Appendix 2 to the Form of Contract Agreement (Price Adjustment): Clause No. 10.6 ITB
(ii) Bid Security: Clause No. 12.1, 12.2 ITB.
(iii) Performance Security: Clause 13.3 CC
(iv) Liquidated Damages & (Functional Guarantee): Clause 28 & 28.5 CC
(v) Defect Liability: Clause No. 27 CC
(vi) Payment: Clause No.12 CC
(vii) Time Schedule- Appendix-4 to the Form of Contract Agreement

@ Bidders to strike off whichever is not applicable

6.1 We further declare that additional conditions, variations, deviations, if any, found in the proposal other than those listed in Attachment 6 and/or Attachment 6A, save those pertaining to any rebates offered, shall not be given effect to.

7.0 We undertake, if our bid is accepted, to commence the work on Facilities immediately upon your Notification of Award to us, and to achieve Completion within the time stated in the Bidding Documents.

We agree to abide by this bid for a period of 180 days after the date of opening of bids (excluding the date of Bid Opening) as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

8.0 We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
9.0 Until a formal Contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.

10.0 We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we (including all members of our Joint Venture/Consortium*) are not associated and nor have been associated in the past, with the Consultant or any other entity, including the Employer, that has prepared the design, specifications and other prequalification and bidding documents for the project, or that was proposed as Engineer for the Contract, over the last five years.

(* Delete, if bid is not from a JV/Consortium)

We confirm that we have filled-in the data required to be furnished by us in the Conditions of Contract and Appendix-2 and Appendix-3 to the form of Contract Agreement.

We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal is in all respects for and in good faith, without collusion or fraud.

We confirm that All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract.

We confirm that in line with Annexure-A, Section-ITB (qualification of the bidder) this Bid Form has been signed by all the partners of the Joint venture/ Consortium.

Dated this ___ day of _______20__

Thanking you, we remain,

Yours faithfully,

(Signature)…………………………..
(Printed Name)……………………...
(Designation)………………………..
(Common Seal)……………………...

Date:
Place:
Business Address:
Country of Incorporation:
(State or Province to be indicated)

Name of the Principal Officer:
Address of the Principal Officer:

* In para 5.1, Indian Bidder to strike-off this provision.
** In para 5.1, Foreign Bidder to strike-off this provision.
Note: Bidders may note that no prescribed proforma has been enclosed for:
(a) Attachment 2: Power of Attorney.
(b) Attachment 7: The details of Alternative Bid
(c) Attachment 8: Deleted
(d) Attachment 12: Unequivocal consent of the proposed Indian Associate for the purpose of executing the 'Second Contract' and/or 'Third Contract' as an independent Contractor (Applicable to Foreign Bidders).
(e) Attachment 13: Capacity and Experience of Proposed Indian Associate (Applicable to Foreign Bidders).

(For Attachments 2, 7, 12 and 13, Bidders may use their own Performa for furnishing the required information with the bid).
SECTION-II

ATTACHMENTS
ATTACHMENT - 1

Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Bid Security Form)

Please Refer Volume I (Conditions of Contract), Section : Forms & Procedures
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Power of Attorney)

Please Refer Volume I (Conditions of Contract), Section : Forms & Procedures.

or

Bidders may use their own performa for furnishing the required information with bid.
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Qualifying Requirement Data)

Bidder’s Name and Address:

To: Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi – 110002

*We have submitted bid as Individual Firm/

*We have submitted bid as Joint Venture/Consortium of following firms:

(* Strike-off whichever is not applicable)

(i) .................................................................

(ii) .................................................................

(iii) .................................................................

*We wish to qualify through clause no. 1.1 (a) of Part-A, Annexure-A (ITB) of Volume-I.
*We wish to qualify through clause no. 1.1 (b) of Part-A, Annexure-A (ITB) of Volume-I
*We wish to qualify through clause no. 1.1 (c) of Part-A, Annexure-A (ITB) of Volume-I
*We wish to qualify through clause no. 1.1 (d) of Part-A, Annexure-A (ITB) of Volume-I
*We wish to qualify through clause no. 1.1 (e) of Part-A, Annexure-A (ITB) of Volume-I

(* Strike-off whichever is not applicable)

In accordance with the QR specified in Clause 2.0, Part-B, Annexure-A (ITB) of Volume I (relevant extracts have been brought out herein, however, in case of any discrepancy, Annexure-A (ITB) shall prevail), we are furnishing the following details/document in support of meeting the QR for 220 kV XLPE Cable Package.

1.0 The details / documents as listed below are furnished in the bid:

a) Copies of original documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder;

b) The qualification and experience of key personnel proposed for carrying out the work:
c) Proposal for subcontracting elements of the supply of materials amounting to more than 10% of the Bid Price for each element;

d) Litigation History

Information regarding any current litigation in which the bidder is involved, the parties’ concerned and disputed amount;

1.1 For Bids submitted by a Joint Venture/Consortium** of firms as partners shall comply with following requirements:

a) The bid shall include all the information listed in sub clause 1.0 (a) to 1.0 (d) above for each Joint Venture/Consortium partner.

b) The bid and in case of successful bid, the form of Agreement shall be signed so as to be legally binding on all partners as per the Performa in bidding documents.

[** To be submitted only in case of Joint Venture. Strike-off in case of individual firm.]

1.2 (i) Cable Manufacturer shall furnish details / documents that it has adequate 220 kV XLPE Cable design infrastructure and capacity and procedures including Quality Control.

(ii) Erector shall furnish details / documents that it has adequate erection facilities and capacity and procedures including Quality Control.

2.0 General Information

The information in this form is to be completed for individual firms and each Partner of a Joint Venture/Consortium.

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)].

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Particulars</th>
<th>For Individual Firm</th>
<th>In case of Joint Venture / Consortium</th>
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<td></td>
<td></td>
<td>For Lead Partner</td>
<td>For Other Partner - 1</td>
</tr>
<tr>
<td>1.</td>
<td>Name of the Firm</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td>Head Office/ Registered Office Address</td>
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<td>3.</td>
<td>Telephone</td>
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<td>5.</td>
<td>Contact Person</td>
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<td>6.</td>
<td>Place of Incorporation/ Registration</td>
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<tr>
<td>7.</td>
<td>Year of Incorporation/ Registration</td>
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<tr>
<td>Sl. No.</td>
<td>Particulars</td>
<td>For Individual Firm</td>
<td>In case of Joint Venture/ Consortium</td>
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<td></td>
<td></td>
<td>For Lead Partner</td>
<td>For Other Partner - 1</td>
</tr>
<tr>
<td>8.</td>
<td>Authorized signatory of the bid</td>
<td>○ Yes ○ No</td>
<td>○ Yes ○ No</td>
</tr>
<tr>
<td>9.</td>
<td>Whether copy of Power of Attorney of the signatory to commit the bidder is attached</td>
<td>○ Yes ○ No</td>
<td>○ Yes ○ No</td>
</tr>
<tr>
<td>10.</td>
<td>Details/documentary evidence submitted in support of stated sub-station design infrastructure and erection facilities and capacity and procedures including quality control</td>
<td>○ Yes ○ No</td>
<td>○ Yes ○ No</td>
</tr>
</tbody>
</table>

3.0 Technical Requirement (refer QR specified in, Part-A, Annexure-A (ITB) Volume-I of the bidding documents)

3.1 Eligible Bidders:

(a) The bidder should be a cable manufacturer having experience of supply and laying, jointing, terminations & commissioning of cable as mentioned in clause no. 3.1.1 & 3.1.2 below respectively.

OR

(b) The bidder should be a cable manufacturer having experience as mentioned in clause no. 3.1.1 below and laying, jointing, termination & commissioning is carried out through an erector, who fulfils the criteria mentioned at 3.1.2 below. The bid shall include irrevocable consent letter (as per format Annexure-C2 of Section ITB, Volume-I) from the proposed cable erector. The bidder should submit 2% of the total contract value as an additional guarantee towards irrevocable consent from erector.

OR

(c) The bidder should be an erector having experience as mentioned in clause no. 3.1.2 & supply cable system from such manufacturer(s) who fulfils the criteria mentioned at 3.1.1 below. The bid shall include irrevocable consent letter (as per format Annexure-C1 of Section ITB, Volume-I) from the proposed cable manufacturer. The bidder shall furnish an additional performance guarantee for the cable for an amount of 10% of the CIF cost of such cable system. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder.

OR

(d) A joint venture firm or consortium consisting of two or more partners (maximum four) meeting experience of manufacturing and erection as mentioned in clause 3.1.1.& 3.1.2 collectively, each of whom shall be:
i) Either the manufacturers of XLPE cable meeting the technical experience as mentioned in clause No. 3.1.1 below or
ii) Erectors having technical experience as mentioned in clause No. 3.1.2 below or
iii) An entity having technical experience of manufacturing as well as erection as per clause 3.1.1 and 3.1.2 below.

OR

(e) Indian manufacturers who have Technical Collaboration with a foreign firm (collaborator) or the cable manufacturers who have established production line in India for cable based on technological support of their parent company/principal provided the said Collaborator or the said Parent company/Principal meet the experience as mentioned in clause no. 3.1.1 below and laying, jointing, termination and commissioning is carried out by either such manufacturer himself meeting criteria in clause 3.1.2 or through an erector meeting criteria at clause 3.1.2 provided Indian manufacturer or subsidiary have conducted PQ and type test as per IEC on cable system. The Techno-commercial and legal arrangement between them shall be as per clause 3.1.4 below. A confirmation letter from the cable manufacturer/collaborator/Parent Company/Principal along with the bid stating that cable manufacturer or the collaborator/Parent Company/Principal shall furnish an additional performance guarantee for an amount of 10% of the cost of such cable system. All the documents/evidences as required in this regard should be submitted along with the Part-I, Techno-Commercial bid.

(f) The Bidders shall submit the proof of work executed by them along with the Performance Certificates.

3.1.1 **Experience for 220 kV Cable System (Cable, Joints & Terminations)**

**Manufacturer(s):**

Manufacturer(s) of Cable System should:

a. Have experience in manufacturing and supplying of 220 kV or higher voltage class cables for at least last three years as on the date of bid opening and

b. Have designed, manufactured, type tested as per IEC, and supplied at least 10 (ten) km of single core 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2(two) years as on the date of bid opening and

c. Have designed, manufactured, type tested as per IEC, and supplied the joints & terminations for 220 kV or higher class cable system (including GIS terminations) for last three years as on the date of bid opening which must be in satisfactory operation for at least 2(two) years as on the date of bid opening. OR

Supplied the same from such manufacturers who have designed, manufactured, type tested as per IEC and supplied the joints & terminations for 220 kV or higher class cable system (including GIS terminations) for at
least last three years as on the date of bid opening which must be in satisfactory operation for at least 2(two) years as on the date of bid opening.

provided such manufacturers have:

i. Carried out PQ test successfully as per IEC 62067 from the following labs

1. CPRI, India.
2. CESI, Italy.
3. KEMA, Holland.
4. FGH, Germany.
5. CERL, UK.
6. EDS, France.
7. Hydra-Quebec, Canada.
8. KERI, Korea.
9. CRIEPI, Japan.
10. EDF, France.
11. IPH Germany.

OR

from any lab accredited by a body certified by International Laboratory Accreditation Cooperation (ILAC).

The cable system (cable, joints & terminations) is successfully Type tested as per IEC 62067. The type tests shall be on the cable system from the same manufacturing unit from which cable system is being offered.

3.1.2 **Experience for Laying, Jointing, Terminating, Testing & Commissioning:**

The erectors for Laying, Jointing, Terminating, Testing & Commissioning of cable system should be:

Manufacturer(s) of 220 kV or higher class XLPE insulated cable who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 10(ten) km of single core, 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2 (two) years as on the date of bid opening.

OR

The erectors who have successfully executed a contract of underground cable laying, jointing, termination (including GIS terminations) & commissioning of at least 10(ten) km of single core, 220 kV or higher voltage class XLPE insulated cable which must be in satisfactory operation for at least 2 (two) years as on the date of bid opening.

OR

Have successfully executed two (2) sub-stations or switchyards each having at least 2x100 MVA Power Transformer and 7 (seven) circuit breaker bays of 220 kV or above voltage class during last 10 years and which must be in satisfactory operation for at least two (2) years as on the date of bid opening provided:

i) Underground cable laying, jointing terminations are executed under the supervision of the cable manufacturer and manufacturers of jointing & termination kit respectively.
ii) Such erectors shall submit irrevocable consent letters (as per enclosed formats) from the respective manufacturers for supervision of the cable laying, jointing, termination & commissioning.

3.1.3 **Techno-Commercial and Legal Arrangement of Joint Venture/Consortium:**

In case of Joint Venture/Consortium, the following conditions shall also apply:

i) The bid, and in case of successful bid, the specified Form of Agreement shall be signed so as to be legally binding on all partners as per Performa in the bidding documents.

ii) Each Partner of the Joint Venture/Consortium must meet individually the minimum qualifying requirements given under clause 3.1.1 and/or 3.1.2. Further, all the partners of Joint Venture/Consortium shall meet collective requirements of Clauses 3.1.1 and 3.1.2 above.

iii) One of the partners shall be nominated as Lead Partner, and the Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium, and the entire execution of the Contract shall be done with the Lead Partner. The Payment shall be made in the name of Joint Venture/Consortium. The authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatory of all the partners as per Performa in bidding documents.

iv) All partners of the joint venture/consortium shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a statement of this effect shall be included in the authorization mentioned under (iii) above as well as in the Bid Form and in the Contract Form (in case of a successful bid):

v) Agreement entered into by the Joint Venture/Consortium partners shall be submitted with the bid.

vi) There should be legally valid consortium/joint venture agreement as per the prescribed format for the purpose participation in the bidding process. The total number of partners of a consortium/joint venture shall be limited to four members.

vii) In case of Joint Venture/Consortium, change in constitution or percentage participation shall not be permitted at any stage after their submission of application otherwise the applicant shall be treated as non-responsive.

viii) The Consortium formed for the purpose of this Project shall be valid till completion of the performance guarantee period.

3.1.4 **Techno-Commercial and Legal Arrangement for Indian Manufacturer with Foreign firm for Foreign Collaboration and for Foreign Firm establishing plant in India with their Parent Company:**
1. The Foreign Manufacturers who have established production line in India for cable or the foreign collaborators, as referred in para 3.1 (e) above should have requisite experience as provided in clause 3.1.1 and 3.1.2 for complete design, manufacture, laying, jointing, terminations & commissioning of XLPE cable of 220 kV and above voltage class provided Indian manufacturer or subsidiary have conducted PQ and type test as per IEC on cable system. Indian cable manufacturers referred in para 3.1 (e) above shall enter into Technical Collaboration agreement with the aforesaid foreign firm for complete design, manufacture, engineering and testing, of XLPE cable of 220 kV and above voltage class.

2. The cable manufacturer shall furnish a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations and be responsible under the contract in accordance with the requirement of the contract.

3. The Collaborator/ Parent Company/ Principals should ensure backup support for 5 years for successful operation of the offered cable and accessories.

4. Such bidder should be duly authorized by the Collaborator/ Parent Company/ Principals to supply and / or install the cable system in the owner’s country.

5. A confirmation letter from the cable manufacturer/ collaborator/ Parent Company/ Principals along with the bid stating that cable manufacturer or the collaborator/ Parent Company/ Principals shall furnish an additional performance guarantee for an amount of 10% of the cost of such cable system. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder for technical support of the Collaborator/ Parent Company/ Principals. However, the bidder shall be responsible for the overall performance of the contract.

6. All the above documents shall be submitted by the bidder along with the bid.

7. The above contract performance guarantee from the manufacturer or collaborator/ Parent Company/ Principals shall be submitted from its bank in favour of owner as provided in the bidding documents.

3.1.5 General Requirements:

1. The bidder shall furnish documentary evidence in support of the qualifying requirement stipulated as above along with the bid.

2. All the Bidders shall submit the proof of work executed by them along with the Performance Certificates in support of their qualification.

3. The bidder shall have a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager.
4. The bidder should have adequate after sales support facility or shall establish the same in India for cable system so as to attend warrantee provisions under this contract.

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

6. Bidders must not have been blacklisted or deregistered by any Central/State Government department or public sector undertaking. Also no work of the bidder must have been rescinded by client after award of contract during last 5 years. The bidder should submit undertaking to this effect.

7. A Bidder shall submit only one bid in the same tendering process, either individually as bidder or as a partner of a Joint Venture/Consortium. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified. No bidder can be a sub-contractor while submitting a bid individually or as a partner of a Joint Venture/Consortium in the same bidding process.

8. The Bidders shall submit the documents namely Service Tax registration No., PAN & TIN No., EPF No.

9. Foreign manufacturers/suppliers should submit performance certificate from an end user located in a country other than the country where the product has been manufactured in support of satisfactory operation of the product offered

3.2 Using the following formats, Bidder is requested to furnish the details of the Technical Experience (manufacturing experience / engineering and project execution experience, Cable laying, testing, and commissioning experience) on the basis of which the Bidder wishes to qualify, as detailed at para 3.0 above.

FORMAT A:
Format for the Bidder in support of meeting the Qualifying Requirements as per para 3.1.1 above.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Description</th>
<th>Name of Bidder/JV Partner/sub-contract</th>
<th>Contract/Order No. &amp; Date</th>
<th>Customer</th>
<th>Rating &amp; Type of Cable</th>
<th>Qty</th>
<th>Date of Supply</th>
<th>Date of Commissioning</th>
<th>Scope of Work performed</th>
<th>Period of satisfactory operation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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</tbody>
</table>

Designed - Yes / No
Manufactured - Yes/No
Type Tested - Yes /No
Supplied - Yes/No

Note: 1. Documentary evidence viz Customer’s Certificate etc. to be enclosed by the bidder in support of above details.
2. Consent Letter of Sub-Contractor is to be enclosed.

3. Details in respect of availability of Cable design and manufacturing infrastructure and capacity and procedures including quality control are to be enclosed.

4. Continuation sheets, of like size and format, may be used as per bidders requirement & shall be annexed to this schedule.

**FORMAT B: Format for the Bidder in support of meeting the requirement as per para 3.1.2 above:**

| Name of the Bidder (Single Firm/Lead Partner/ Partner of a Joint Venture) |  
|---------------------------|---------------------------|
| **A1.** | Name of Contract: |
| **A2.** | Contract Reference No. & Date of Award |
| **A3.** | Name and Address of the Employer/Utility by whom the Contract was awarded: |
|  | e-mail ID |
|  | Telephone No. |
|  | Fax No. |

| **A4.** | i) Name of sub-station or switchyard executed under the Contract.  
 ii) Voltage level of sub-station or switchyard  
 iii) No. of Circuit Breaker bays in the sub-station or Switchyard |

| **A5.** | i) Date of successful execution of the Contract.  
 ii) No. of years the above referred sub-station is in successful operation as on the date of bid opening |

| **A6.** | Scope of work executed under the above contract. |

| **A7.** | Capacity in which the Contract was undertaken (Check one) |
|  | o Prime Contractor  
|  | o Sub Contractor  
|  | o Partner of JV  
|  | (Tick whichever is applicable) |

| **A8.** | Details/documentary evidence submitted in support of stated experience/Contract. |

| **A9.** | Details/documentary evidence submitted in support of erection facilities and capacity and procedures including quality control. |

| **A10.** | a) Name of the Cable manufactured from whom the cable is to be supplied.  
 [The credentials of said Cable manufacturer as given at Format-A]  
 b) Name of the supplier of termination kit  
 c) The requisite consent letters (as per enclosed formats) from the above supplier(s) for supply of cables & supervision of the cable laying and terminations respectively are enclosed at .......... |
On a separate page, using the following format, Bidder is requested to furnish the details of previous experience in regard to Cable commissioning, on the basis of which the Bidder wishes to qualify, as detailed at para 3.0 above. The information is to be summarized 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 C : Format for the Bidder for indicating its technical experience [in case of Joint Venture Bidder, the QR data of each of the partners, in support of meeting the relevant technical experience requirement of para 3.1.3, above is also to be furnished, as applicable, using this format]**

**Cable Accessories manufacturer/Erection Contractor/Cable Commissioning Experience**

<table>
<thead>
<tr>
<th>Name of the Bidder (Single Firm / Lead Partner/Partner of a Joint Venture)</th>
<th>Name of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Reference No. &amp; Date of Award</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A2.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Address of the Employer/Utility by whom the Contract was awarded</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>e-mail ID</td>
<td></td>
</tr>
<tr>
<td>Telephone No.</td>
<td></td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>A3.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Scope of work executed under the Contract</th>
<th>1. Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Engineering</td>
<td></td>
</tr>
<tr>
<td>3. Manufacturing</td>
<td></td>
</tr>
<tr>
<td>4. Testing**</td>
<td></td>
</tr>
<tr>
<td>5. Supply</td>
<td></td>
</tr>
<tr>
<td>6. Coordination of supplies</td>
<td></td>
</tr>
<tr>
<td>7. Erection</td>
<td></td>
</tr>
<tr>
<td>8. Commissioning</td>
<td></td>
</tr>
<tr>
<td>(Tick the appropriate boxes)</td>
<td></td>
</tr>
</tbody>
</table>

** Testing has been carried out as per latest following standard :**

- As per IEC62067
- As per Standard equivalent to IEC

# ________________

(Tick appropriately)

(# In case standard is not IEC)
<table>
<thead>
<tr>
<th>A4(ii)</th>
<th>Contract or Role</th>
<th>Standard, then also specify the Standard as per which testing has been carried out)</th>
</tr>
</thead>
</table>
|        |                  | □ Prime Contractor  
|        |                  | □ Sub-Contractor   
|        |                  | □ Partner in a JV  
|        |                  | (Please tick appropriate box)                                    |

<table>
<thead>
<tr>
<th>A5(i)</th>
<th>Date of successful commissioning of the contract</th>
<th>No. of years the above referred Cable is in successful operation as on the date of bid opening</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

A6. Details / documentary evidence submitted in support of stated experience/Contract

4.0 **Financial Requirement**

A) **Individual Firms:**

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

a) Minimum Average Annual Turnover (MAAT) of the bidder for best three years out of last five financial years as annualised should be:

\[
MAAT = \frac{1.5 \times \text{Estimated Cost}}{\text{completion period in years}}
\]

**MAAT = Rs. 79,79,61,029/-**

b) Bidder shall have Liquid Assets (LA) and/or evidence of access to or availability of credit facilities of not less than:

\[
LA = \frac{3 \times \text{Estimated Cost}}{\text{completion period in months}}
\]

**LA = Rs. 13,29,93,505/-**

In case bidder is a holding company, MAAT & LA referred to in clause 4.0 A) (a) & (b) 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, MAAT & LA referred to in clause 4.0 A) (a) & (b) above shall be that of subsidiary company only (i.e. excluding its holding company).

Note: In case completion period is less than one (1) year, the denominator to calculate MAAT and LA shall be considered as one (1) and twelve(12) respectively.

B) **Joint Venture/Consortium Firms:**
The figures for each of the partners of the joint venture/ consortium shall be added together to determine the bidder’s compliance with the minimum qualifying criteria set out in 4.0 A) (a) & (b) above; however, in order for a joint venture to qualify, the partner(s) of joint venture must meet the following minimum criteria:

The lead partner shall meet, not less than 40% of the minimum criteria given at Para 4.0 (A) (a) & (b) above. Each of the other partner(s) shall meet not less than 25% of the criteria given at 4.0 (A) (a) & (b) above.

C) Indian Manufacturers with Foreign Collaboration:

The Indian manufacturer should meet the minimum financial qualifying criterion as mentioned in Clause 4.0 (A) above.

(In support of meeting the QR, in line with para 4.0 above, the Bidder must provide the relevant information, alongwith documentary evidence, in the following format.

The information in this format is to be provided in respect of the Bidder who is an individual firm and all partners in case of a Joint Venture/Consortium Bidder. Use a separate sheet in each case.)

<table>
<thead>
<tr>
<th>Name of the Bidder / Partner of a Joint Venture/Consortium</th>
</tr>
</thead>
</table>

A. **DATA IN SUPPORT OF 4.0 A (a)**

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Financial Year</th>
<th>Turnover</th>
<th>Annual Turnover in equivalent Rupees</th>
<th>Annual Turnover in equivalent US Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Currenyncy</td>
<td>Turnover (in Million)</td>
</tr>
<tr>
<td>1.</td>
<td>2.</td>
<td>3.</td>
<td>4.</td>
<td>5.</td>
</tr>
</tbody>
</table>

Details in column 5 & 6 are to be filled in if currency in column 3 is different from Indian Rupees or US Dollars, considering rate of exchange at the end of reported period.

Average annual turnover for best three years.

Rs. _______________________ million / US $ _____________________ million

B. **DATA IN SUPPORT OF 4.0 A (b)**
Liquid Assets
Details of evidence of having Liquid assets (LA)
Or
Details of evidence of access to or availability of credit facilities

5.0 The bidder shall have a project manager with 15 years experience in executing such contract of comparable nature including not less than five years as manager.

Name of the Bidder / Partner of a Joint Venture/Consotium

Candidate Summary

<table>
<thead>
<tr>
<th>1(i)</th>
<th>Title or position</th>
<th>Project Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>(ii)</td>
<td>Name of Candidate</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Professional Qualification</td>
<td></td>
</tr>
</tbody>
</table>

2 Present Employment

| (i) | Name of the Employer |
| (ii) | Address of the Employer with E-mail ID, Fax & Telephone Nos. |
| (iii) | Job Title of Candidate |
| (iv) | Years with present Employer as on date of Bid opening |

Summarised professional experience of the above Candidate over the last 15 (fifteen) years in reverse chronological order (Indicate particular technical and managerial experience relevant to the project).

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Company</th>
<th>Relevant experience in executing such contracts of comparable nature (in years)</th>
<th>Relevant experience as Manager in executing such contracts of comparable nature (in years)</th>
</tr>
</thead>
<tbody>
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</table>

6.0 Financial Capabilities

6.1 Bidder shall be financially sound.

6.1.1 i) Bidder shall submit a certificate from their Banker(s) as per format (as per Annexure – 1 of Annexure A of Section ITB, Volume I) indicating various fund based/non fund based limits sanctioned to the bidder and
the extent of utilization as on date. Such certificate should have been issued not earlier than three months prior to the date of bid opening.

ii) Bidder shall submit a monthly cash flow projection for execution of the contract having regard to implementation schedule. Bidder should indicate how funding gap in each month is proposed to be met.

iii) Bidder shall submit the complete Annual reports together with Audited statement of accounts of the company for last three years.

The Bidder shall submit the audited balance sheet and income statement of its own (separate) for the last 3 years (three years) and must demonstrate the soundness of their financial position showing long term profitability. Wherever necessary the Employer may make enquiries with the Bidder's bankers.

In the event the Bidder (being a company registered/ incorporated outside India or otherwise) is not able to furnish the above information of its own (separate), being a subsidiary company and the accounts are being consolidated with their Group/ Holding/ Parent company, the Bidder should submit the balance sheet, income statement, other information as required, of its own (separate), (not of its Group/ Holding/ Parent company) duly certified by:

i) Their statutory Auditor; or

ii) A Certified Public Accountant; or

iii) Their Company Secretary certifying that it is based on audited accounts, as the case may be.

Similarly, if the Bidder happens to be a Group / Holding / Parent company, the Bidder should submit the above information of its own (separate), exclusive of its Subsidiaries, duly certified by:

i) Their statutory Auditor; or

ii) A certified Public Accountant; or

iii) Their Company Secretary certifying that it is based on audited accounts, as the case may be.

(A) Details of Banker :

<table>
<thead>
<tr>
<th>Name of Banker</th>
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<tbody>
<tr>
<td>Address of Banker</td>
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<td>Telephone No.</td>
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<td>Contact Name and Title</td>
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<tr>
<td>Fax No.</td>
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<tr>
<td>E-mail ID</td>
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</tbody>
</table>

(B) Certificate from Banker, enclosed in the bid, in accordance with para 1.1(i), Part-B, Annexure-A (ITB), Volume-I of the bidding documents:
(C) The monthly cash flow projection for execution of the contract having regard to implementation schedule along with proposed means to meet funding gap in each month, if any, is given below :-

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Month</th>
<th>Anticipated Cash Flow</th>
<th>Source</th>
<th>Funding Gap</th>
<th>Proposed means to meet the funding gap</th>
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</thead>
<tbody>
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<td>5.</td>
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</tbody>
</table>

(D) Summarized actual assets and liabilities in Indian Rupees or equivalent (at the rates of exchange current at the end of each year to be indicated) for the last five years and, Based upon known commitments, summarized projected assets and liabilities in Indian Rupees equivalent for the next three years.

<table>
<thead>
<tr>
<th>Financial Information in Indian Rupees</th>
<th>Details for last five years preceding to the date of Bid Opening</th>
<th>Projection for the next three years</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1&lt;sup&gt;st&lt;/sup&gt; Year</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Year</td>
</tr>
<tr>
<td>1. Total Assets</td>
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<td></td>
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<tr>
<td>2. Current Assets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Total Liabilities</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Current Liabilities</td>
<td></td>
<td></td>
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<tr>
<td>5. Profit before Taxes</td>
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<td>6. Profit after Taxes</td>
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</table>

(* Indicate the rate of exchange used in calculating the equivalent Indian Rupees amount)

(E) As per requirement at para 6.1.1. (iii) above audited balance sheet and income statements for the last five years (for the individual bidder or each partner of a Joint Venture), as stated below are attached :

<table>
<thead>
<tr>
<th>Years preceding to the bid opening</th>
<th>Audited Balance Statements enclosed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1&lt;sup&gt;st&lt;/sup&gt; Year</td>
<td>Yes</td>
</tr>
<tr>
<td>2&lt;sup&gt;nd&lt;/sup&gt; Year</td>
<td>Yes</td>
</tr>
<tr>
<td>3&lt;sup&gt;rd&lt;/sup&gt; Year</td>
<td>Yes</td>
</tr>
<tr>
<td>4&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>Yes</td>
</tr>
<tr>
<td>5&lt;sup&gt;th&lt;/sup&gt; Year</td>
<td>Yes</td>
</tr>
</tbody>
</table>
7. Information regarding current litigation [as per para 2.0 (d) of Section-ITB, Annexure-A, Part-B]
[The information in this form is to be completed for individual bidder and each Partner of a Joint Venture]

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Name of Parties concerned</th>
<th>Cause of litigation and matter in dispute</th>
<th>Disputed amount</th>
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</table>

8.0 Public Sector Companies

Qualification Criterion:

Majority publicly owned enterprises domiciled in India may be eligible to qualify if, in addition to meeting all the above requirements, they also;

a) are commercially oriented legal entities, distinct from the Employer, and are not a government department;

b) are financially autonomous, as demonstrated by requirements in their constitutions to provide separate audited accounts, and return on capital, powers to raise loans and obtain revenues, through the sale of goods or services; and

c) are managerially autonomous.

(if the bidder is a Majority publicly-owned enterprise domiciled in India, they are required to demonstrate that they meet the above mentioned criteria and submit documents in support the same.)

Details in above regard are furnished as follows:

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

Date:............. | (Signature).................................
Place:... | (Printed Name)..............................
           | (Common Seal).............................
           | (Designation)..............................
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Form of Certificate of Origin and Eligibility)

Bidder’s Name and Address:                             To : Delhi Transco Ltd.
                                                          Shakti Sadan, Kotla Road
                                                          New Delhi – 110002

We hereby certify that equipment and materials to be supplied are produced in ______________________ country.

We hereby certify that our company is incorporated and registered in ______________________ country.

Date:...

(Signature)       ............... 

Place:...

(Printed Name)    ...............  

(Designation)     ............... 

(Common Seal)     ...............
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(List of Special Maintenance Tools & Tackles)

Bidder’s Name and Address:                                To :       Delhi Transco Ltd.
                                                      Shakti Sadan, Kotla Road
                                                      New Delhi – 110002

Dear Sir,

We are furnishing below the list of special maintenance tools & tackles for various equipment under the subject package. The prices for these tools & tackles are already included in the lump sum bid price. We further confirm that the list of special maintenance tools & tackles includes all the items specifically identified in your bidding documents as brought out below:

(a) 

(b)

Notwithstanding what is stated above, we further confirm that any additional special maintenance tools and tackles, required for the equipment under this package shall be furnished by us at no extra cost to the employer.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>For Equipment</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:...
(Signature)... 
Place:...
(Printed Name)... 
(Designation)... 
(Common Seal) ...
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

**(Bought-Out & Sub-Contracted Items)**

Bidder’s Name and Address:                               To: Delhi Transco Ltd.
                                                              Shakti Sadan, Kotla Road
                                                              New Delhi – 110002

Dear Sirs,

We hereby furnish the details of the items/ sub-assemblies, we propose to buy for the purpose of furnishing and installation of the subject Package:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Item Description</th>
<th>Quantity proposed to be bought/sub contracted</th>
<th>Detail of the proposed sub contractor/sub vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Name</td>
</tr>
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</tr>
</tbody>
</table>

Date:...

(Signature) ..................

Place:...

(Printed Name) ............

(Designation) .............

(Common Seal) .............
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Deviations)

Bidder’s Name and Address:                             To :  Delhi Transco Ltd.
                                      Shakti Sadan, Kotla Road
                                      New Delhi – 110002

The bidder shall itemise any deviation from the Specifications included in his bid. Each item shall be listed (separate sheets may be used and enclosed with this Attachment) with the following information:

<table>
<thead>
<tr>
<th>SI No</th>
<th>Reference Clause in the specification</th>
<th>Deviation</th>
<th>Reason for change</th>
<th>The change in Bid price if the deviation is withdrawn and bidder conforms to the specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Any proposed deviation will be applicable only for the bidder whose bid is substantially responsive in accordance with clause 21, Section ITB, Vol. I of the bidding documents. If a bid is not substantially responsive, it will be rejected and may not subsequently be made responsive by the bidder by correction of the non conformity.

Date:...

(Signature)...  ..................  

Place:...

(Printed Name)...  ..................  

(Designation)...  ..................  

(Common Seal)  ..................  

Attachment 6 (Vol.-III)  Page 1 of 1
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Cost of withdrawal of deviations from critical provisions as per ITB clause 21.4.1)

Bidder’s Name and Address:                             To : Delhi Transco Ltd.
                                                          Shakti Sadan, Kotla Road
                                                          New Delhi – 110002

Dear Sir,

Following are the deviations proposed by us to critical provisions relating to clauses listed in ITB clause 21.4.1. We are also furnishing below the cost of withdrawal for the deviations proposed by us. We confirm that we shall withdraw the deviations proposed by us at the cost of withdrawal indicated in this Attachment, failing which our bid may be rejected and Bid security forfeited.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Clause No.</th>
<th>Deviation</th>
<th>Cost of Withdrawal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:...

(Signature)...

Place:...

(Printed Name)...

(Designation)...

(Common Seal)...

Note: Bidder may note that bids containing deviations without the cost of withdrawal shall be rejected.
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Work Completion Schedule)

Bidder’s Name and Address:

To: Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi – 110002

Dear Sirs,

We hereby declare that the following Work Completion Schedule shall be followed by us in furnishing and installation of the subject Package for the period commencing from the effective date of Contract to us:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description Work</th>
<th>Period in months from the effective date of Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Completion of detailed Engineering and drawing submission a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Procurement of equipment/components &amp; assembly a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Manufacturing a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Type Tests a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Shipments &amp; Delivery a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Establishment of site office</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Erection a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Testing &amp; Commissioning a) Commencement b) Completion</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Commissioning</td>
<td></td>
</tr>
</tbody>
</table>

Date:... (Signature)....................

Place:... (Printed Name)....................
(Designation)....................
(Common Seal) ....................

Note: Bidders to enclose a detailed network covering all the activities to be undertaken for completion of the project indicating key dates for various milestones for each phase constituent-wise.
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

Bidder’s Name and Address:                             To : Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi – 110002

Dear Sirs,

We declare that the ratings and performance figures of 220 kV, 1200 sq. mm. XLPE cable for subject package covered under this specification are guaranteed. We further declare that in the event of any deficiencies in meeting the guarantees in respect of the characteristics mentioned below as established after conducting the factory test, you may at your discretion, reject or accept the equipment after assessing the liquidated damages as specified in the relevant clauses of Bid document.

<table>
<thead>
<tr>
<th>Cable Type and Size</th>
<th>Guaranteed Losses in kW per KM per Cable Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guaranteed Cable losses for 1200 sq. mm. cable when Double Circuit is loaded and buried directly in ground.</td>
<td></td>
</tr>
</tbody>
</table>

Date:...

(Signature)...................

(Printed Name)...................

(Designation)...................

(Common Seal) ................

Place:...

...
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Information regarding Ex-employees of DTL in our Organization)

Bidder’s Name and Address:                             To: Delhi Transco Ltd.  
                                                        Shakti Sadan, Kotla Road  
                                                        New Delhi – 110002

Dear Sirs,

We hereby furnish the details of ex-employees of DTL who had retired/ resigned at the level of General Manager and above from DTL and subsequently have been employed by us:

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Name of person with designation in DTL</th>
<th>Date of retirement/resignation from DTL</th>
<th>Date of joining and resignation in our organization</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date:.... (Signature)... .....................

Place:.... (Printed Name)... .....................

(Designation)... .....................

(Common Seal) .....................

Note: The information in similar format should be furnished for each partner of joint venture in case of joint venture bid.
ATTACHMENT-14

Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Integrity Pact)

Bidder’s Name and Address:

To:
Delhi Transco Ltd.
Shakti Sadan, Kotla Road
New Delhi – 110002

Dear Sir,

Two sets of Integrity Pact on a non-judicial stamp paper of Rs. 100, duly signed by our authorized representative on each page and stamped are annexed herewith.

Date:...............

(Signature)..........................

(Date)

(Printed Name)..........................

(Place:...)

(Common Seal)..........................

(Designation)..........................
INTEGRITY PACT

Between
Delhi Transco Limited
having its Registered Office at Shakti Sadan, Kotla Road, New Delhi -110 002
hereinafter referred to as
“DTL”
and

(Insert the name of the Sole Bidder/Lead Partner of Joint Venture)

having its Registered Office at ______________________________________________________
(Insert full Address)

and

(Insert the name of the Partner(s) of Joint Venture/agent, as applicable)

having its Registered Office at __________________________________________________
(Insert full Address)

hereinafter referred to as

“The Bidder/Contractor”

Preamble
DTL intends to award, under laid-down organisation procedures, contract(s) for
_________________________________________ Package

(Insert the name of the package)

and Specification Number _________________________ DTL values full compliance with all relevant

(Insert Specification Number of the Package)
laws and regulations, and the principles of economical use of resources, and of fairness and
transparency in its relations with its Bidders/Contractors.

In order to achieve these goals, DTL and the above named Bidder/Contractor enter into this
agreement called ‘Integrity Pact’ which will form a part of the bid.

(Signature) ___________________________ (Signature) ___________________________

(For & On behalf of DTL) (For & On behalf of Bidder/Partner(s) of

Joint Venture/Contractor)

(Office Seal) (Office Seal)
It is hereby agreed by and between the parties as under:-

Section I – Commitments of DTL

(1) DTL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of DTL, personally or through family members or relative(s), will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for him/herself or third person, any material or other benefit which he/she is not legally entitled to.

(b) DTL will, during the tender process treat all Bidder(s) with equity and fairness. DTL will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or for the execution of contract.

(c) DTL will exclude from evaluation of Bids its such employee(s) who has any personnel interest in the Companies/Agencies participating in the Bidding/Tendering process.

The action stipulated in this Integrity Pact is without prejudice to any other Legal action that may follow in accordance with the provisions of the relevant law in force relating to any civil or criminal proceedings.

(2) If Managing Director obtains information on the conduct of any employee of DTL which is a criminal offence under the relevant Anti-Corruption Laws of India or illegal under the Indian Contract Act or Indian Laws, or if there be a substantive suspicion in this regard, he will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions under its Rules.

Section II – Commitments of the Bidder/Contractor

(1) The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to DTL, or to any of DTL’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit
which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.

(b) The Bidder/Contractor will not enter into any illegal agreement or understanding, whether formal or informal with other Bidders/Contractors. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or actions to restrict competitiveness or to introduce cartelization in the bidding process.

(c) The Bidder/Contractor will not commit any criminal offence under the relevant Anti-Corruption Laws of India, further, the Bidder/Contractor will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by DTL as part of the business relationship, regarding plans, technical proposals and business details, including information of any type contained or transmitted electronically.

(d) The Bidder/Contractor of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the bidding.

(e) The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.

(f) The Bidder/Contractor will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract, to the detriment of DTL.

(2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III – Disqualification from tender process and exclusion from future contracts

(1) If the bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, DTL may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(Signature)______________________________ (Signature) _______________________

(For & On behalf of DTL) (For & On behalf of Bidder/Partner(s) of Joint Venture/Contractor)

(Office Seal) (Office Seal)
(2) If the Bidder/Contractor has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, DTL may after following due procedures also exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder/Contractor and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 3 years and it has to be decided by the Competent authority.

(3) If the Bidder/Contractor can prove that he has restored/Recouped the damage caused by him and has installed a suitable corruption prevention system, DTL may revoke the exclusion prematurely with the approval of Competent Authority.

Section IV – Liability for violation of Integrity Pact

(1) If DTL has disqualified the Bidder from the tender process prior to the award under Section III, DTL may forfeit the Bank Guarantee under the Bid.

(2) If DTL has terminated the contract under Section III, DTL may forfeit the Contract Performance Guarantee of this contract besides resorting to other remedies under the contract.

Section V – Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 years with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all Bidders/Contractors

(1) DTL will enter into agreements with identical conditions as this one with all Bidders.

(2) DTL will disqualify from the tender process any bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Bidders/Contractors
If DTL obtains knowledge of conduct of a Bidder or a Contractor or his subcontractor or of an employee or a representative or an associate of a Bidder or Contractor or his Subcontractor which constitutes corruption, or if DTL has substantive suspicion in this regard, DTL will inform the Chief Vigilance Officer (CVO).

(*)Section VIII – Independent External Monitor/Monitors

(1) DTL has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India, out of which one of the IEMs has been indicated in the NIT/IFB.

(2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to Managing Director, DTL at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to Managing Director, DTL, giving joint findings.

(3) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director, DTL.

(4) The Bidder(s)/Contractor(s) accepts that the IEM has the right to access without restriction to all documentation of DTL related to this contract including that provided by the Contractor/Bidder. The Bidder/Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality.

(5) DTL will provide to the IEM information as sought by him which could have an impact on the contractual relations between DTL and the Bidder/Contractor related to this contract.

(6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Managing director, DTL and request the Managing Director, DTL to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right...
to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to DTL and the Bidder/Contractor, as deemed fit, to present its case before making its recommendations to DTL.

(7) The IEM will submit a written report to the Managing Director, DTL within 8 to 10 weeks from the date of reference or intimation to him by DTL and should the occasion arise, submit proposals for correcting problematic situations.

(8) If the IEM has reported to the Managing Director, DTL a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Managing Director, DTL has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.

(9) The word ‘IEM’ would include both singular and plural.

(*) This Section shall be applicable for only those packages wherein the IEMs have been identified in Section – I: Invitation for Bids and/or Clause 9 in Section – III: Conditions of Contract, Volume-I of the bidding documents.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder’s six month after the contract has been awarded.

Section X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of DTL. The Arbitration clause provided in the main tender document/contract shall not be applicable for any issue/dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) If the Contractor is a partnership firm or a consortium or Joint Venture, this agreement must be signed by all partners, consortium members and Joint Venture partners.

(4) Nothing in this agreement shall affect the right of the parties available under the General conditions of Contract (CC/GCC) and Special Conditions of Contract (SCC).

(Signature)_____________________________(Signature)_____________________________

(For & On behalf of DTL) (For & On behalf of Bidder/Partner(s) of Joint Venture/Contractor)

(Office Seal) (Office Seal)
(5) Views expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM\(^\#\) in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

\(^\#\) CVO shall be applicable for packages wherein IEM are not identified in Section IFB/BDS of Condition of Contract, Volume-I. IEM shall be applicable for packages wherein IEM are identified in Section IFB/BDS of Condition of Contract. Volume-I

(6) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
**Tender No. T19P080231**

**Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).**

**Checklist (To be filled by Bidder)**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Bidder’s Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td><strong>(A) Bid Validity:</strong> Whether Bid is valid for a period of 180 days as stipulated in ITB from the date of bid opening.</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td><strong>(B) Documents comprising the Bid:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part-I (Techno-Commercial Bid):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i. Whether Bid form duly completed, signed and submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>ii. Attachments:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Whether Attachment 1 –“Bid Security” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>b) Whether Attachment 2: “Power of Attorney” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>c) Whether Attachment 3: “Bidder’s (All members of Joint Venture) Eligibility and qualifications” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>d) Whether Attachment 4 &amp; 4 A: “Eligibility &amp; conformity of the Facilities” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>e) Whether Attachment 5: “Details of sub-contractors as proposed” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>f) Whether Attachment 6: “Deviations” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>g) Whether Attachment 6A: “Deviations with cost of withdrawal” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>h) Whether Attachment 7: “Alternative Bids” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>i) Whether Attachment 9: “Work Completion Schedule” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>j) Whether Attachment 10: “Guarantee Declaration” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>k) Whether Attachment 11: “Information regarding ex-employees of Employer in Bidder’s firm” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
<tr>
<td>l) Whether Attachment 12: “Unequivocal consent of the proposed Indian Associate for the purpose of executing the project” submitted.</td>
<td>(Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>
‘Second Contract’ and/or ‘Third Contract’ as an independent Contractor (Applicable to Foreign Bidders).” submitted.

m) Whether Attachment 13: “Capacity and Experience of Proposed Indian Associate (Applicable to Foreign Bidders)” submitted. (Yes/No)

n) Whether Attachment 14: Whether Integrity Pact submitted in a separate sealed envelope. (Yes /No)

### Part-II (Price Bid):

(a) Whether Price Bid submitted in a separate sealed envelope. (Yes/No)

(b) Whether Bid Form duly completed, signed and submitted. (Yes/No)

(c) Price Schedules: Whether following schedules submitted:

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Description</th>
<th>(Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Plant and Equipment (including mandatory Spares) to be supplied from abroad.</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>2</td>
<td>Plant and Equipment (including mandatory Spares) to be supplied from within India</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>3</td>
<td>Local Transportation, Insurance and other Incidental Services (including port clearance etc.).</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>4</td>
<td>Installation Charges</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>5A &amp; 5B</td>
<td>Type Test Charges for Type Tests</td>
<td>(NOT APPLICABLE)</td>
</tr>
<tr>
<td>6A &amp; 6B</td>
<td>Charges for Training to be imparted</td>
<td>(SHALL BE INCLUSIVE)</td>
</tr>
<tr>
<td>7</td>
<td>Grand Summary of the Quoted Bid Price.</td>
<td>(Yes/No)</td>
</tr>
<tr>
<td>8</td>
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<tr>
<td>9</td>
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</tr>
<tr>
<td>10</td>
<td>Details of recommended spare parts &amp; Recommended test equipment (in line with Technical specifications).</td>
<td>(Yes/No)</td>
</tr>
</tbody>
</table>

### Bid Security:

i. Whether Bid security in amount and form as stipulated in ITB submitted. (Yes/No)
### 2.

#### a) Bid is submitted as (Refer QR in Annexure-A, Section-ITB):

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Individual Firm as per clause 1.1 (a).</td>
</tr>
<tr>
<td>ii.</td>
<td>Individual Firm as per clause 1.1 (b)</td>
</tr>
<tr>
<td>iii.</td>
<td>Individual Firm as per clause 1.1 (c)</td>
</tr>
<tr>
<td>iv.</td>
<td>Joint Venture/Consortium Firms as per clause 1.1 (d)</td>
</tr>
<tr>
<td>v.</td>
<td>Indian manufacturers having technical collaboration with foreign Firm as per clause 1.1 (e).</td>
</tr>
<tr>
<td>vi.</td>
<td>Cable manufacturers with technological support of parent company/principal as per clause 1.1 (e)</td>
</tr>
</tbody>
</table>

#### b) Whether documentary evidence/certificates in support of Techno-Commercial and Legal Arrangement as per clause 1.1.4 are enclosed (Applicable for the bidder submitting the bid as per cl. 1.1 (e) above)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>i.</td>
<td>Whether requisite experience of the foreign manufacturers who have established production line in India for Cable or the Foreign Collaborators, as provided in clause 1.1.1 and 1.1.2 for complete design, manufacture, laying, jointing, termination &amp; commissioning of XLPE cable of 220 kV and above voltage class are submitted.</td>
</tr>
<tr>
<td>ii.</td>
<td>Whether Technical Collaboration agreement with the aforesaid foreign firm for complete design, manufacture, engineering and testing of XLPE cable of 220 kV and above voltage class is submitted.</td>
</tr>
<tr>
<td>iii.</td>
<td>Whether the PQ and Type Test reports as per IEC on cable system manufactured by Indian manufacturer or subsidiary is submitted.</td>
</tr>
<tr>
<td>iv.</td>
<td>Whether a legally enforceable undertaking to guarantee quality, timely supply, performance and warranty obligations and be responsible under the contract in accordance with the requirement of the contract, is submitted.</td>
</tr>
<tr>
<td>v.</td>
<td>Whether the undertaking by Collaborator/Parent Company/Principal regarding backup support for 5 years for</td>
</tr>
</tbody>
</table>

(Yes/No)
successful operation of offered cable and accessories is submitted.

vi. Whether authorization letter by the Collaborator/Parent Company/Principals in favour of Indian cable manufacturer to supply and / or install the cable system in the India, is submitted.

vii. Whether the bidder submitted a confirmation letter from the cable manufacturer/ collaborator/ Parent Company/ Principals along with the bid stating that cable manufacturer or the collaborator/ Parent Company/ Principals shall furnish an additional performance guarantee for an amount of 10% of the cost of such cable system. This performance guarantee shall be in addition to the contract performance guarantee to be submitted by the bidder for technical support of the collaborator/ Parent Company/ Principals. However, the bidder shall be responsible for the overall performance of the contract.


d) Whether documentary evidence /certificates in support of clause 1.1.5 as per Qualification of the Bidder, Annexure-A (ITB) is submitted.

3. **Deviations proposed by the Bidder:**

   a) Whether any deviations are proposed by bidder from the specification.
      If Yes:
         i. Whether deviations from the Specifications are itemized in Attachment-6 along with their cost of withdrawal.

   b) Whether any deviations are proposed by bidder to critical provision relating to clause listed in ITB clause 21.4.1.
      If Yes:
         i. Whether deviations proposed to critical provision are itemized in Attachment-6A along with their cost of withdrawal.

   (Signature of Bidder)………………
   (Designation)…………………………..
   (Stamp)…………………………..

Note: Replies against each item should be complete without any ambiguity. Terms such as refer covering letter etc. shall not be acceptable unless the replies/ information are specific and complete.
SECTION-III

PRICE SCHEDULES
Bidder's Name and Address:

Plant and Equipment (including Mandatory Spares Parts) to be supplied from abroad, including Type Test charges for Type Test to be conducted in Abroad.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Item Description</th>
<th>HSN Code</th>
<th>Unit</th>
<th>Qty</th>
<th>Currency</th>
<th>CIF Price</th>
<th>Unit FOB Price</th>
<th>Unit CIF Price</th>
<th>Total CIF Price</th>
<th>Rate (%)</th>
<th>Amount</th>
<th>GST</th>
<th>Weather rate of GST is confirmed, if not, indicate applicable rate of GST</th>
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<td>1 A</td>
<td>Main Material and Equipments</td>
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</tr>
<tr>
<td>1</td>
<td>220KV Cross-linked Polyethylene insulated (XLPE) single core cable as per specifications</td>
<td>85446020</td>
<td>m</td>
<td>42000</td>
<td>INR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>18%</td>
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<tr>
<td>2</td>
<td>220KV outdoor type cable end termination kit complete suitable for above cable complete with all accessories</td>
<td>85359090</td>
<td>No.</td>
<td>12</td>
<td>INR</td>
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<td>18%</td>
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<tr>
<td>3</td>
<td>220KV XLPE cable straight through joints kit complete suitable for cable as at S.No. 1 above with all accessories</td>
<td>85359090</td>
<td>No.</td>
<td>78</td>
<td>INR</td>
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<td></td>
<td>18%</td>
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<tr>
<td>4</td>
<td>DTS System along with required Hardware and Software</td>
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<td>Set</td>
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<tr>
<td>1</td>
<td>Optical Fiber Cable for communication (48 Core) as per specification</td>
<td>90011000</td>
<td>m</td>
<td>14000</td>
<td>INR</td>
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<td>18%</td>
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<tr>
<td>2</td>
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<td>m</td>
<td>14000</td>
<td>INR</td>
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<td>HDPE pipe 50 mm</td>
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<td>18%</td>
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<td>5</td>
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<td>18%</td>
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</table>

Total CIF Price [I + II] NOT APPLICABLE

Note: Bidder is required to quote prices in this Schedule for all the individual items/sub-items.

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item Description</th>
<th>HSN Code</th>
<th>Whether HSN is confirmed.</th>
<th>Unit</th>
<th>Qty</th>
<th>Currency (INR)</th>
<th>EX-WORKS PRICE</th>
<th>Mode of Transaction</th>
<th>GST Rate</th>
<th>Whether rate of GST is confirmed.</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>220KV Cross-linked Polyethylene insulated (XLPE) single core 1200 sq.mm. cable as per specifications</td>
<td>85446020</td>
<td>m</td>
<td>4200</td>
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<td>18%</td>
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<tr>
<td>2</td>
<td>220KV outdoor type cable end termination kit complete suitable for above cable complete with all accessories</td>
<td>85359090</td>
<td>No.</td>
<td>12</td>
<td>INR</td>
<td>18%</td>
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</tr>
<tr>
<td>3</td>
<td>220KV XLPE cable straight through joints kit complete suitable for cable as at S.No. 1 above with all accessories</td>
<td>85359090</td>
<td>No.</td>
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<td>18%</td>
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<tr>
<td>4</td>
<td>DTS System along with required Hardware and Software</td>
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<td>1</td>
<td>INR</td>
<td>18%</td>
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<tr>
<td>5</td>
<td>Optical Fiber Cable for communication(48 Core) as per specification</td>
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<td>m</td>
<td>1400</td>
<td>INR</td>
<td>18%</td>
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<tr>
<td>6</td>
<td>Optical Fiber Cable (4 Core) for DTS system as per specification</td>
<td>90011000</td>
<td>m</td>
<td>1400</td>
<td>INR</td>
<td>18%</td>
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<tr>
<td>7</td>
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<td>18%</td>
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<tr>
<td>8</td>
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<tr>
<td>9</td>
<td>Cement Concrete 1:3:6 mix</td>
<td>38245010</td>
<td>Cu. m</td>
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<td>18%</td>
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<td>39172110</td>
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</tr>
<tr>
<td>3</td>
<td>Spare 220KV Cross-Linked Polyethylene insulated (XLPE) single core 1200 sq.mm. cable as per specifications</td>
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<td>m</td>
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<td>6</td>
<td>Optical Fiber Cable for communication Purpose (48 Core)</td>
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<tr>
<td>7</td>
<td>Optical fiber cable for DTS Purpose (4 Core)</td>
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<td>INR</td>
<td>18%</td>
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</tr>
</tbody>
</table>

**Note:** Bidder is required to quote prices in this Schedule for all the individual items/sub-items. HSN Code shall be filled by Bidder. Bidder is required to quote prices in INR only.

*Specify amount of taxes, duties and levies as per GST Rules payable on the transactions between contractor and employer as applicable for destination site/state on all items of supply including brought-out finished items (to be identified in the contract) which shall be dispatched directly from the Subvendor’s works to the Employer’s site (sale-in-transit) only.

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.

**Date:**

**Signature:**

**Printed Name:**

**Designation:**

**Common Seal:**

---

**Plant and Equipment (including Mandatory Spares Parts) to be supplied from India, including Type Test charges for Type Test to be conducted in India.**

**Main Material and Equipments**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Item Description</th>
<th>HSN Code</th>
<th>Unit</th>
<th>Qty</th>
<th>Currency (INR)</th>
<th>EX-WORKS PRICE</th>
<th>Mode of Transaction</th>
<th>GST Rate</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>220KV Cross-linked Polyethylene insulated (XLPE) single core 1200 sq.mm. cable as per specifications</td>
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<td>m</td>
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<tr>
<td>2</td>
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<td>DTS System along with required Hardware and Software</td>
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<td>11</td>
<td>HDPE pipe 250 mm</td>
<td>39172110</td>
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<td>16800</td>
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<td>12</td>
<td>HDPE pipe 50 mm</td>
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**Spare Material**

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<th>Unit</th>
<th>Qty</th>
<th>Currency (INR)</th>
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<th>Mode of Transaction</th>
<th>GST Rate</th>
<th>Whether rate of GST is confirmed.</th>
<th>Amount</th>
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<td>m</td>
<td>250</td>
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<tr>
<td>2</td>
<td>220KV XLPE cable straight through joints kit suitable for the cable complete with all accessories</td>
<td>85359090</td>
<td>No.</td>
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<td>3</td>
<td>220KV outdoor type complete cable end termination kit suitable for above cable complete with all accessories</td>
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<td>No.</td>
<td>1</td>
<td>INR</td>
<td>18%</td>
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<tr>
<td>4</td>
<td>Optical Fiber Cable for communication Purpose (48 Core)</td>
<td>90011000</td>
<td>Km</td>
<td>1</td>
<td>INR</td>
<td>18%</td>
<td></td>
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<tr>
<td>5</td>
<td>Optical fiber cable for DTS Purpose (4 Core)</td>
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<td>Km</td>
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<td>INR</td>
<td>18%</td>
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**Total**

**Not Applicable**

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**Note:**

Bidder is required to quote prices in this Schedule for all the individual items/sub-items. HSN Code shall be filled by Bidder. Bidder is required to quote prices in INR only.

*Specify amount of taxes, duties and levies as per GST Rules, payable on the transactions between contractor and employer as applicable for destination site/state on all items of supply including brought-out finished items (to be identified in the contract) which shall be dispatched directly from the Subvendor’s works to the Employer’s site (sale-in-transit) only.

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.

**Date:**

**Signature:**

**Printed Name:**

**Designation:**

**Common Seal:**

---

**Plotted by:**

**Printed Name:**

**Designation:**

**Common Seal:**
### Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV DC 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

#### (Schedule of Rates and Prices)

**To:**
Delhi Transco Limited
Shakti Sadan, Kotla Road
New Delhi-110002

**Bidder's Name and Address:**

**Note:**
Bidder is required to quote the prices in this Schedule for all the individual items/sub-items.
SAC Code shall be filled by Bidder

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.

**Date:**

**Place:**

**Signature:**

**Printed Name:**

**Designation:**

**Common Seal:**

---

**Local Transportation, Insurance and other Incidental Services (including port clearance etc.):**

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<th>S.No.</th>
<th>Item Description</th>
<th>Unit</th>
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<th>SAC Code</th>
<th>Total Charges</th>
<th>Total Charges</th>
<th>GST</th>
<th>Amount</th>
<th>SAC Code</th>
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<th>GST</th>
<th>Amount</th>
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<td>GST Code</td>
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<tr>
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<td>Cables, End Terminations &amp; Joint</td>
<td>meter</td>
<td>42000</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td>2</td>
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<td>No.</td>
<td>12</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<tr>
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<td>No.</td>
<td>78</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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</tr>
<tr>
<td>4</td>
<td>DTS System along with required Hardware and Software</td>
<td>Set</td>
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<td>18%</td>
<td>997136</td>
<td>18%</td>
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**A: Main Material and Equipments:**

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<tr>
<td>1</td>
<td>220kV Cross-linked Polyethylene insulated (XLPE) single core 1200 sq:mm. cable as per specifications</td>
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<td>42000</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<tr>
<td>2</td>
<td>220kV XLPE cable straight through joint kit suitable for above cable complete with all accessories</td>
<td>No.</td>
<td>12</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td></td>
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</tr>
<tr>
<td>3</td>
<td>220kV outdoor type cable and termination kit complete suitable for above cable complete with all accessories</td>
<td>No.</td>
<td>78</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td>4</td>
<td>DTS System along with required Hardware and Software</td>
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<td>18%</td>
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<td>18%</td>
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**B: Other Associated Material:**

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<tr>
<td>1</td>
<td>Optical Fiber Cable for communication (48 Core) as per specification</td>
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<td>14000</td>
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<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td>2</td>
<td>Optical Fiber Cable (4 Core) for DTS system as per specification</td>
<td>m</td>
<td>14000</td>
<td>996519</td>
<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td>18%</td>
<td>997136</td>
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<tr>
<td>7</td>
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<td>18%</td>
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<td>18%</td>
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<td>18%</td>
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**C: Spare Material:**

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<td>Spare 220kV Cross-linked Polyethylene insulated (XLPE) single core cable as per specification</td>
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<td>220kV XLPE cable straight through joint kit suitable for the cable complete with all accessories</td>
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<td>18%</td>
<td>997136</td>
<td>18%</td>
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<td>Optical Fiber Cable for communication (48 Core)</td>
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<td>18%</td>
<td>997136</td>
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<tr>
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<td>Optical fiber cable for DTS Purpose (4 Core)</td>
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<td>18%</td>
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<td>18%</td>
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**TOTAL (i.e. A+B+C):**

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Note: Bidder is required to quote the prices in this Schedule for all the individual items/sub-items.
SAC Code shall be filled by Bidder

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.

**Local Transportation, Insurance and other Incidental Services (including port clearance etc.):**

<table>
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<tr>
<th>Unit</th>
<th>Qty</th>
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**Transport Services**

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**Taxes & Duties**

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**Insurance and other Incidental Services**

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<th>Total Charges</th>
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**Note:**
Bidder is required to quote the prices in this Schedule for all the individual items/sub-items.
SAC Code shall be filled by Bidder

In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.

**Date:**

**Place:**

**Signature:**

**Printed Name:**

**Designation:**

**Common Seal:**

---

**Page 1 of 1**
### Installation Charges

<table>
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<tr>
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<th>Item Description</th>
<th>SAC Code</th>
<th>Whether SAC code is confirmed. If not, indicate applicable SAC code</th>
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<th>Qty</th>
<th>Unit Charges (INR)</th>
<th>Total Charges (INR)</th>
<th>Rate</th>
<th>Whether rate of GST is confirmed, if not, indicate applicable rate of GST #</th>
<th>Amount</th>
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<td>Route Survey including test pits for specified route length</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>7000.0</td>
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<td>18%</td>
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<td>2</td>
<td>(A) Excavation in soft soil including dressing, back filling &amp; leveling of trench and dispensing of surplus excavated soil-CUM</td>
<td>9954</td>
<td></td>
<td>Cubic meter</td>
<td>6384</td>
<td>18%</td>
<td>18%</td>
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</tr>
<tr>
<td>2</td>
<td>(B) Excavation in hard/rocky soil including dressing, back filling &amp; leveling of trench and dispensing of surplus excavated soil- CUM</td>
<td>9954</td>
<td></td>
<td>Cubic meter</td>
<td>6384</td>
<td>18%</td>
<td>18%</td>
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<tr>
<td>2</td>
<td>(C) Trenchless HDD excavation of 800 mm pits</td>
<td>9954</td>
<td></td>
<td>Meter</td>
<td>5600</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(D) Cable laying in soft soil / hard soil/in pipe/in air</td>
<td>9954</td>
<td></td>
<td>Meter</td>
<td>42000</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>220KV outdoor type cable end termination kit complete suitable for above cable complete with all accessories.</td>
<td>9954</td>
<td></td>
<td>No.</td>
<td>12</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>220KV XLPE cable straight through joint kit complete suitable for above cable complete with all accessories.</td>
<td>9954</td>
<td></td>
<td>No.</td>
<td>78</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>DTS System along with required Hardware and Software</td>
<td>9954</td>
<td></td>
<td>Set</td>
<td>1</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Optical Fiber Cable for communication (48 Core) as per specification</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>14000</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Optical Fiber Cable for DTS system (4 Core) as per specification</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>14000</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Warning tape</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>14000</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>“Jamuna” sand</td>
<td>9954</td>
<td></td>
<td>Cu. m</td>
<td>4200</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Cement Concrete 1:3:6 mix</td>
<td>9954</td>
<td></td>
<td>Cu. m</td>
<td>300</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>R.C. C. Cable cover</td>
<td>9954</td>
<td></td>
<td>No.</td>
<td>16800</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Laying of 250 mmHDPE pipe in open trench/ HDD</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>16800</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>HDPE pipe 50 mm</td>
<td>9954</td>
<td></td>
<td>m</td>
<td>5600</td>
<td>18%</td>
<td>18%</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**
- Bidder is required to quote prices in this Schedule for all the individual items / sub-items.
- In case any additional equipment is required, the same should be included in the scope with no additional payment and the offer should be complete and comprehensive.
- **SAC Code shall be filled by Bidder**
Bidder's Name and Address:

Break-up of Type Test Charges for Type Tests to be conducted abroad

<table>
<thead>
<tr>
<th>S.No.</th>
<th>EQUIPMENT</th>
<th>DESCRIPTION OF TEST</th>
<th>Testing Location</th>
<th>TEST CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Currency</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td>4</td>
</tr>
</tbody>
</table>

**NOT APPLICABLE**

Note: Bidder shall conduct type test on equipments other than 220 kV XLPE cable system, if specified in their respective sections in Technical Specification Vol.-II without any cost implication to the purchaser.

Date: ____________________________

Signature: _______________________

Place: ____________________________

Printed Name ____________________

Designation _____________________

Common Seal _____________________
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Schedule of Rates and Prices)

Break-up of Type Test Charges for Type Tests to be conducted in India

<table>
<thead>
<tr>
<th>S.No.</th>
<th>EQUIPMENT</th>
<th>DESCRIPTION OF TEST</th>
<th>Testing Location</th>
<th>TEST CHARGES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Currency</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>NOT APPLICABLE</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Bidder shall conduct type test on equipments other than 220 kV XLPE cable system, if specified in their respective sections in Technical Specification Vol.-II without any cost implication to the purchaser.

Date: 
Signature: ________________________________

Place: 
Printed Name: ________________________________
Designation: ________________________________
Common Seal: ________________________________
### SCHEDULE - 6(a)

**Bidder's Name and Address:**

**Training Charges for Training to be imparted abroad**

<table>
<thead>
<tr>
<th>S.No</th>
<th>DESCRIPTION</th>
<th>Country where training is to be imparted</th>
<th>No. of Trainees</th>
<th>Training duration in days</th>
<th>Total Mandays</th>
<th>Training Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total:**

9 = 6 x 8

---

**Note:** As per clause 4.0 Section IV Laying Jointing testing and commissioning, Vol-II, the training shall be provided at no extra cost to employer, the training charges shall be inclusive in the bid price.

**Date:**

Signature: ___________________________

**Place:**

Printed Name: _________________________

Designation: ___________________________

Common Seal: _________________________
Tender No. T19P080231

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad to 220 kV Masjid Moth substation New Delhi (India).

(Schedule of Rates and Prices)

Bidder's Name and Address:

Training Charges for Training to be imparted in India

<table>
<thead>
<tr>
<th>S.No</th>
<th>DESCRIPTION</th>
<th>Country where training is to be imparted</th>
<th>No. of Trainees</th>
<th>Training duration in days</th>
<th>Total Mandays</th>
<th>Currency</th>
<th>Training Charges per Manday</th>
<th>Total Training Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>9 = 6 x 8</td>
</tr>
</tbody>
</table>

NOT APPLICABLE

Note: As per clause 4.0 Section IV Laying Jointing testing and commissioning, Vol-II, the training shall be provided at no extra cost to employer, the training charges shall be inclusive in the bid price.

Date:

Signature: ___________________________

Printed Name: _________________________

Designation: _________________________

Common Seal: _________________________
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

<table>
<thead>
<tr>
<th>S.No</th>
<th>DESCRIPTION</th>
<th>Total Price (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TOTAL PRICE SCHEDULE-1 Plant and Equipment (including Mandatory Spare Parts) to be supplied from Abroad, including Type Test Charges for Type Tests to be conducted Abroad.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>TOTAL PRICE SCHEDULE-2 Plant and Equipment (including Mandatory Spare Parts) to be supplied from within India, including Type Test Charges for Type Tests to be conducted in India</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>TOTAL PRICE SCHEDULE-3 Local Transportation, Insurance and other Incidental Services (including port clearance etc.)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>TOTAL PRICE SCHEDULE-4 Installation Charges &amp; Civil Works</td>
<td></td>
</tr>
<tr>
<td>5.a</td>
<td>TOTAL PRICE SCHEDULE-5A Break-up of Type Test charges for Type Tests to be conducted abroad. (Total of this schedule is included in PRICE Schedule - 1 above)</td>
<td>N/A</td>
</tr>
<tr>
<td>5.b</td>
<td>TOTAL PRICE SCHEDULE-5B Break-up of Type Test charges for Type Tests to be conducted in India. (Total of this Schedule is included in PRICE Schedule - 2 above.)</td>
<td>N/A</td>
</tr>
</tbody>
</table>

We declare that the following are our quoted bid price in INR for the entire Scope of work as specified in the specifications and documents:

A. Quoted Bid Price Excluding taxes & duties (Grand Summary of the quoted Bid Price as in I above):
   i. In Figures: INR
   ii. In Words: INR:

B. Applicable Taxes & Duties and other levies, payable additionally, in respect of the transaction between the Owner and the
   i. GST (Total Amount to be mentioned)
   ii. Custom Duty (Total Amount to be mentioned)
   iii. Total taxes & duties(i+ii) :

C. Total Quoted Bid Price including Taxes and Duties and other levies, if contract is awarded to us i.e A+B above
   i. In Figures: INR
   ii. In Words: INR:

Date: __________________________ Signature: __________________________
Place: __________________________ Printed Name: __________________________
Designation: __________________________ Common Seal: __________________________
Tender No. T19P080231
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).
(TAXES & DUTIES NOT INCLUDED IN BID PRICE)

Bidder's Name and Address:

Details of Taxes & Duties not included in the Bid Price (in line with clause CC 14.4, CC 14.5, CC 14.6 & CC 14.7 Volume I of Bidding Documents) is furnished below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description of Tax/Duty/Levy etc.</th>
<th>Rate of Tax/Duty/Levy (%)</th>
<th>Amount on which Tax/Duty/Levy Applicable</th>
<th>Tax/Duty/Levy Applicable</th>
<th>Total Tax/Duty/Levy Payable</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Main Equipment</td>
<td>Main Equipment</td>
<td>Mandatory Spares</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
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<tr>
<td>6</td>
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<tr>
<td>TOTAL:</td>
<td></td>
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</tr>
</tbody>
</table>

DELETED

DATE: ___________________________
PLACE: ___________________________
Signature: ___________________________
Printed Name: ___________________________
Designation: ___________________________
Common Seal: ___________________________
Tender No. T19P080231

SCHEDULE- 9

**Tender No. T19P080231**

Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

( MINIMUM VALUE OF BOUGHT-OUT ITEMS FOR THE PURPOSE OF SALES TAX DECLARATION FORMS )

**Bidder's Name and Address :**

We indicate the minimum value of bought-out items only for the purpose of Sales-Tax declaration form

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description of bought-out items</th>
<th>Minimum value for the purpose of sales tax declaration form</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td><strong>DELETED</strong></td>
</tr>
</tbody>
</table>

Date :

Signature : ___________________________

Place :

Printed Name _________________________

Designation _________________________

Common Seal _________________________
Turnkey Package for Design, Engineering, Supply, Laying, Jointing, Testing and commissioning of 220kV D/C 1x1200 sq.mm. U/G XLPE Cable from 400kV Tughlakabad substation to 220 kV Masjid Moth substation New Delhi (India).

(SCHEDULE OF RATES AND PRICES)

Details of recommended spare parts & recommended test equipment (in line with Technical specifications) is furnished below:-

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Name &amp; Description of Parts</th>
<th>Name of Original Manufacturer</th>
<th>Part No.</th>
<th>Number of Units in each Set</th>
<th>Total No. of Sets to be provided</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Remarks</th>
</tr>
</thead>
</table>

Date:  
Place:  
Signature: _______________________
Printed Name: _____________________
Designation: _____________________
Common Seal: _____________________