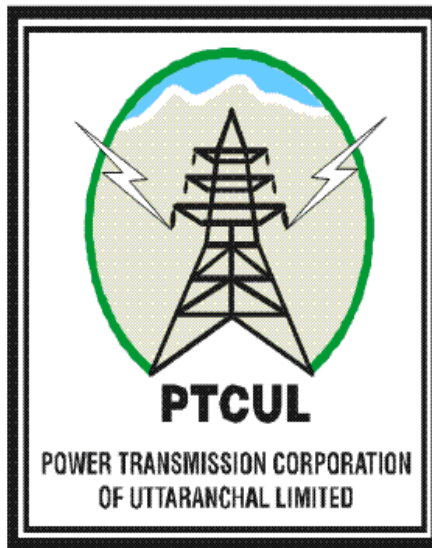


**POWER TRANSMISSION CORPORATION OF UTTARAKHAND
LTD.
ZONAL OPERATION & MAINTENANCE OFFICE
GARHWAL ZONE
26- CIVIL LINES, ROORKEE**



**TENDER DOCUMENTS
FOR
SUPPLY OF 4No. DOUBLE CIRCUIT 220 KV 'C' TYPE TOWER
AGAINST TENDER SPECIFICATION NO. CE/GZR-22/2012-13**

Date of receiving of tenders by 15.00 hrs on 25.01.2013	Cost of tender documents Rs. 2000.00
Date of opening of tenders 1600 hours on 28.01.2013	VAT 13.5%

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TENDER NOTICE

OFFICE OF THE CHIEF ENGINEER(O&M)
POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.
GARHWAL ZONE, 26- CIVIL LINES,
ROORKEE

SUPPLY 4 No. DOUBLE CIRCUIT 220 KV 'C' TYPE TOWER

DOWNLOADED BY:-----

M/s Shri _____

Sr. No.	DESCRIPTION	TRANSMISSION LINE/SUBSTATION DETAILS
1.	Tender No.	CE/GZR-22/2012-13
2.	Name of Transmission Line (<i>or Substation</i>)	Diversion of 220KV Roorkee-SIDCUL line in the campus of M/s Shakti Bhaog foods
3.	Route Km (<i>Details of Substation in Voltage/MVA etc.</i>)	1.00 Km.
4.	Estimated Cost	-
5.	EMD	Rs.100,000.00 (One Lakh)
6.	Time Limit	Two Month
7.	Last date of issue of Bid documents	NA
8.	Last Date of receipt of Bid	15.00 hrs on 25.01.2013
9.	Date and Time of Opening (Technical Bid)	15.30 hrs on 28.01.2013
10.	Price of Tender Document	Rs. 2000.00 + 13.5% VAT
11.	Type of Tender	Open tender

Chief Engineer(O&M)

PTCUL

Seal & Signature of Bidder

Note:

The Tender document shall only be downloaded from PTCUL website

www.ptcul.org

SECTION II – ITB - PART – 1

INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1.0 General Particulars

1.1 The Chief Engineer(O&M), Garhwal Zone, Roorkee for & on behalf of the Power Transmission Corporation of Uttarakhand Ltd. Dehradun (PTCUL), hereinafter called 'PTCUL'/OWNER' (the term would include PTCUL) intends to receive bids Design, fabrication, galvanizing and supply of 4 No. 220 KV C type DC towers through Chief Engineer(O&M), Garhwal Zone, Roorkee on the terms and Conditions mentioned herein. The bids shall be prepared and furnished as per these Instructions.

2.0 Qualification Requirements of Bidders

2.1 To be qualified for award, the bidder shall provide following satisfactory evidence to the Owner of his capability and adequacy of resources:

- a) He is a qualified manufacturer/contractor who regularly manufactures/executes projects involving the equipments of the type specified and has adequate technical knowledge and practical experience (the Bidder shall submit documents defining legal status, registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder, performance record as manufacturer/contractor for supply and installation of materials and equipments similar nature even the last five years and details of works on hand in the past five years & contracts on hand.
- b) He has adequate financial capability and stability to meet the financial obligations arising out of the scope of works (the Bidder shall submit minimum five years of their Profit & Loss Account and Balance sheet).
- c) He has adequate field services organization to provide necessary filed installation and management services required to install, test and commission equipments/materials as required, in these specifications and documents.
- d) He has established organization and quality assurance programs to achieve the levels of performance and reliability during manufacturing and installation activities (The Bidder has to furnish details of key personnel in the organization, quality assurance plans & procedures and wherever applicable sources of supply for all equipments & materials bought out supported by documents supporting their technical capability).
- e) In addition, the Qualifying Requirements if any, in the 'Special Conditions of Contracts' shall also be applicable.

2.2 Joint Venture Firms

(a) In case a bid is submitted by a Joint Venture (JV) the partners of Joint Venture should collectively meet all above Qualifying Requirements.

(b) In case of Joint Venture, the following conditions shall also apply :

(c) One of the partners shall be nominated as lead Partner, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of both the partners.

(d) The Lead Partner shall be authorized to incur liabilities and receive instructions for and on behalf of any partners of the Joint Venture, and the entire execution of the Contract, including payment, shall be done exclusively with the Lead PARTNER

(e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms , and a statement to this effect shall be included in the authorization mentioned under (ii) above as well as in the Bid Form and in the Contract Form(in case of a successful Bid)

(f) Agreement entered into by the joint venture partners shall be submitted with the bid and will remain in force during the tenancy of contract and Guarantee Period thereafter.

2.3 The above cited requirements are only indicative. The owner reserves the right to requisition any other relevant information and also reserves the right to reject the Bid proposal of any Bidder, if in the Owner's opinion the Qualification data is incomplete and Bidder is not qualified to perform the Contract satisfactorily.

3.0 Bidding Costs

All costs/expenses in the preparation and submission of the Bid (including any post Bid discussions/presentations) shall be fully borne by the Bidder. Owner will not be responsible/liable for these costs irrespective of the course and conclusion of this Bidding.

B. BID DOCUMENTS

4.0 Details of Documents

4.1 The following Bid documents apart from Invitation to Bid detail the material and equipment specifications/characteristics, the bidding procedures and the terms & conditions of contract:

- a. Instructions to Bidders (ITB-Part I)
- b. General Conditions of Contract (GCC-Part I)
- c. Special Conditions of Contract (SCC-Part I)
- d. Technical Specifications (TSP-Part II)
- e. Technical Data Sheets (TDS-Part II)
- f. Bid Form and Price Schedules (BF/PS-Part III)
- g. Forms of Earnest Money, Contract performance Guarantee and Agreement

5.0 Knowing the Bid Documents

- 5.1 Every intending Bidder is to examine and understand all instruction, forms, terms, conditions and specifications in the Bid Documents and fully know himself all the conditions and contents therein, which may in any manner, affect the scope & content of work and the costs thereof. Submission of a Bid not substantially responsive to the Bid Document in all respects and/or failure to furnish all information required by the Bid Document may entail rejection of the Bid at the Bidder's risk.

6.0 Clarifications on Bid Documents

- 6.1 In case an intending Bidder finds any discrepancy or omission in the documents and specifications or is in doubt as to the true meaning of any part, he shall make a request, in writing not later than fifteen (15) days of the date of Bid Documents, to the owner in triplicate. The owner will issue explanations, interpretations and clarifications as deemed fit in writing as a response to this request. On receipt of such interpretations/clarifications, the Bidder may submit his Bid within the date and time stipulated in the Bid invitation. All such explanations, interpretations and clarifications from the Owner shall be deemed as part of Bid Documents and shall invariably accompany the Bidder's proposal.
- 6.2 Any verbal/telephonic clarifications and information given by the Owner or his employee(s) or his representative(s) will not anyway be binding on the Owner.

7.0 Amendment of Bidding Document

- 7.1 At any time prior to the deadline for submission of Bids the Owner may, for any reasons, whether at his own initiative or in response to a clarification requested by the intending Bidder, modify the Bidding Document with amendments(s).
- 7.2 The amendment will be notified in writing of Fax to all intending Bidders who have received the Bidding Document at the address contained in the letter of request for issue of Bidding document from the Bidders. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.
- 7.3 In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Owner may, at his discretion, extend the deadline for the submission of bids.

- 7.4 Such amendments, clarifications etc. shall be binding on bidders and will be given due consideration by the Bidders while they submit their bids and shall invariably enclose such documents as a part of the Bid.

C. PREPARATION OF BIDS

8.0 Language of Bid

- 8.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure of comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

8.2 Bid Format

Bidders have to make the Bid in the formats furnished with this Document verbatim without adding any printed/typewritten text of their own.

9.0 Local Conditions

- 9.1 It will be imperative on each Bidder to fully inform himself of all local conditions and factors which may have any effect on the execution of the Contract covered under these documents and specifications. The Owner shall not entertain any request for clarifications from the bidder, regarding such local conditions.
- 9.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the proposals. No claim for financial adjustment to the Contract awarded under these specifications and documents will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the works to be Bidder.

10.0 Documents Comprising the Bid:

- 10.1 The Bidder shall complete the Bid form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Bidding Documents, indicating, for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and price.
- 10.2 The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 above and Special Conditions of Contract (including Clause 11 of ITB).
- 10.3 All Tender Documents/formats are to be returned completed and filled in all respects and signed by the Company Authorized Signatory wherever specified.

10.4 The Bid Guarantee shall be furnished in a separate cover in accordance with clause specific ITB.

11.0 Scope of The Proposal

11.1 The Scope of the proposal shall be on the basis of a single Bidder's responsibility, completely covering all the equipments and installation services specified under the accompanying Technical Specifications. It will include among others as specified therein the following:

- a) Detailed Engineering.
- b) Complete manufacture including shop testing.
- c) Providing engineering drawings, data, operation manual etc. for the Owner's approval.
- d) Packing and transportation from the manufacturer's works to the Site.
- e) Pre-assembly, if any, erection, testing and commissioning of all the equipments.
- f) Pre-assembly, if any, erection, testing and commissioning of all the equipments.
- g) Reliability tests and performance and guarantee tests on completion of commissioning.

11.2 As specified in the Special Conditions of Contract, no deviation whatsoever to certain conditions of the bidding documents permitted by the Owner and therefore, the Bidders are advised that while making Bid Proposals and quoting prices these conditions may appropriately be taken into consideration. Bidders are required to furnish a certificate in this regard as per the format provided in Special Conditions of Contract in a separate sealed envelope containing Bid security, which shall accompany the Technical Bid. Any Bid not accompanied by such certificate shall be rejected by the Owner and shall not be opened.

11.3 Bids not covering the above cited entire scope of works may be treated as incomplete and hence rejected.

11.4 The Bidder shall complete all the schedules & annexure in the Bid Proposal sheets, Technical Data Sheets and specified elsewhere. The Qualifying Data should be filled in the required schedule of Bid Proposal Sheets.

12.0 Bid Price

12.1 The Bidder shall indicate, in the appropriate price schedules, enclosed in bid proposal sheets, the unit prices inclusive of duties and taxes of the goods, the price for erection, testing and commissioning, price for associated civil, structural works and other services it proposes to furnish under the contract, along with the total bid price. The details of taxes and duties in case of direct transaction materials between the bidder and owner only shall be clearly indicated for each item in the prescribed format of price bid in the prescribes format of price bid.

12.2 Detailed break up, covering all the price components of unit prices as well as total bid price, as stipulated in the appropriate price schedules of bid proposal

sheet shall be provided by the bidder. This break up shall be entered separately for each item in the prescribed format of price bid.

A) For all goods offered:

- i The price of the goods quoted ex-factory/ex-works/ex-warehouse as applicable, inclusive of all duties, taxes and levies paid or payable on components, sub-assemblies and raw materials.
- ii. Sales tax, excise duty, Cess, which will be payable by, the owner on the goods if this contract is awarded.
- iii. Inland transportation charges including handling charges and other costs involving to delivery of the goods to their final destination, & insurance charges.
- iv. The cost of erection, testing and commissioning as well as associated civil, structural works.

12.3 The bidder's separation of price components in accordance with clause 12.2 supra will be solely for the purpose of the facilitating the comparison of Bids by the owner, for the contract price amendment due to quantity variation and for on account payments (in case of award) and shall not in any way limit the Owner's rights.

12.4 The Bidder shall specifically note that the Tenders are invited on percentage rate increase/decrease based in relation to unit rates of tender price schedule.

13.0 Price Basis

13.1 The Price shall be quoted on firm basis

13.2 The *firm* Price quoted by the bidder shall remain fixed during the bidder's performance of the contract and shall not be subject to variation on any account save for change in quantity. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

14.0 Taxes and Duties

14.1 Bought out items from vendors/sub-suppliers

All levies, duties, sales tax etc. payable on equipment/material components, sub-assemblies, raw materials and any other items used for the bidder's consumption or dispatched directly to the owner from its sub-supplier shall be included in the Bid price and any such taxes, duties levies additionally payable shall be to bidders account and no separate claim on this behalf shall be entertained by the owner.

14.2 Material supplied by the bidder from his own manufacturing units to the owner:

Sales tax/ **VAT**, but not surcharge in lieu of sales tax, other taxes and other levies and duties including excise duty, custom duty solely in respect of the direct transaction between the owner and the contractor under this contract, if

any, shall be included in the bid price. These shall also be indicated separately wherever applicable as mentioned in clause 12.0 supra.

14.2.1 Owner shall however, issue requisite sales tax declaration forms for all the equipments supplies by the contractor.

14.3 Works contract-tax:

The Civil, structural and architectural portion of the contract shall be treated as works contract. Consequently, any sales tax payable on the cost of these items of supply under the works contract shall also be included by the bidder in his total bid price and the owner shall have no liability whatsoever in respect of such works contract tax. However, the owner will deduct works contract tax out of the suppliers bills as per statutory rules.

14.4 As regards the income Tax, surcharge on income tax and any other corporate tax *etc*, the owner shall not bear any tax liability whatsoever. The bidder shall be liable and responsible for payment of such taxes as attracted under the provisions of the law.

14.5 Notwithstanding the tax liabilities as per the sub-clause 14.1 to 14.4 above the owner shall have the right to make deduction at source from the amounts payable to the contractor in respect of Income Tax (on the cost of items of supply included in the works contract) as may be mandatory in terms of the law. The owner shall not bear any liability in this regard but shall issue necessary certificate in respect of such deduction made.

14.6 Whenever concessional rate of Excise Duty/Sales Taxes indicated by the bidders, it shall be confirmed whether any increase in the rates that becomes applicable during the performance of the contract would be absorbed by the supplier. Bidder shall note that in case of absence of such confirmation, the tenders will be evaluated taking into account the maximum rate of excise duty/sales tax applicable.

14.7 In case any tax or duty is newly introduced by the Government applicable for this contract with effect from the next day of the date submission of the bid and if the contractor is required to pay additional tax or duty, then the owner shall reimburse the contractor the additional tax or duty so paid by the contractor against submission by the contractor against submission by the contractor of documentary evidence to the satisfaction of the owner. This provision will not be applicable to transaction between the contractor and his sub-suppliers, sub-contractors for raw materials, for bought out items etc and will be applicable only to the direct transactions between the contractor for the material supplies from his own manufacturing units. Besides the said statutory variation, no other statutory variation shall be payable by the owner.

14.8 The owner's liability for *all* taxes and duties under the contract shall be limited to those indicated by the Bidder in the Bid Proposals Sheets, subject to the statutory variations and variations as per Clause No. 14.7 supra.

If the cost to the Contractor during the performance of the 'Contract' shall be increased or reduced by reasons of the making, passing or promulgation of any law after the date of submission of bid or by any order, regulation or by-

law having the force of law the amount of such increase or reduction shall be added to or deducted from the "Contract Price" as the case may be for direct transactions between contractor & owner, and not for bought out items. It is the Bidders responsibility to furnish details of taxes, duties, levies etc. applicable as on the date of submission of the bid.

- 14.9 No claim for any increase towards the statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty applicable shall be entertained by the Owner during the extended period of contract, if any, provided the of the contract is required by causes attributable to the contractor.
- 14.10 The provision of statutory variation regarding enhancement of existing tax or duty or introduction of a new tax or duty will be applicable only to the direct transaction between the contractor and the owner.
- 14.11 Before quoting, the bidder may ascertain from the concerned tax authorities of Government of **Uttarakhand** the applicability of Work Contract Tax. Entry Tax, Service Tax, etc. in respect of this work and include the same in the quoted price. No separate claim in this regard will be entertained by the Owner, as it is the responsibility of the Bidder to pay all these taxes.
- 14.12 In addition, the conditions detailed under Special Conditions of Contract shall apply.

15.0 Time Schedule

- 15.1 The basic consideration and the essence of the Contract shall be strict adherence to the time schedule for performing the specified **supply of plant, equipment, materialgoods**.
- 15.2 The Owner's requirements of completion schedule for the **supply/supply of plant** are mentioned in the accompanying Special Conditions of Contract
- 15.3 The completion schedule as stated in the special conditions of contract shall be one of the major factor in consideration of the bids.
- 15.4 The owner reserves the right to request for a change in the work schedule during pre-award discussions with successful bidder.
- 15.5 The successful bidder will be required to prepare detailed PERT Network/detailed Bar chart and finalise the same with the owner as per the requirement of Clause 12.0 Section GCC.

16.0 Contract Quality Assurance

- 16.1 The Bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the Works during various phases as detailed in relevant clause of the General Technical Conditions.
- 16.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed and such agreed Programme shall form a part of the Contract.

- 16.3 The Bidder shall clearly specify the list of sub-vendors from whom the bought out items are being supplied. Such details shall be accompanied by their list of previous supplies made performance reports etc. However, in case of orders are placed, specific approval shall be obtained from the owner for the vendor supplied materials. The quality assurance program shall be furnished for each material separately for approval.

17.0 Insurance

The Bidder's insurance liabilities pertaining to the scope of **supply** are detailed out in Clauses titled Insurance, in General Terms and Conditions of Contract and in Erection Conditions of this Part-I. Bidder's attention is specifically invited to these clauses. Bid price shall include all the costs in fulfilling all the insurance liabilities under the Contract.

18.0 Erection Tools and Tackles

The Bidder under a separate schedule, in his proposal shall include a list of all-special equipment tools & tackles etc. which he proposed to bring to site for the purpose of erection, handling, testing and commissioning including performance and guarantee tests of the equipment. If any such equipment is listed anywhere else in the proposal and not specially mentioned in the above schedule, it shall be deemed to have been included in the Bidder's proposed scope of supply.

19.0 Brand Names

- 19.1 The specific reference in these specifications and documents to any material/equipment by brand name make or catalogue number shall be construed as establishing standards of quality and performance and not as limiting competition. However, Bidders may offer other similar material/equipment provided they meet the specified standard, design and performance requirements. The Bidder shall furnish adequate technical information about such alternative material equipment to enable the Owner to determine its acceptability. The Owner shall be the sole judge on the acceptability or otherwise of such alternatively material/equipment.
- 19.2 The bidder shall note that standards for workmanship material and equipment, and reference to brand name of catalogue numbers designed by the Owner in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand name and/or catalogue numbers in its bid, provided that it demonstrates to the Owner's satisfaction that the substitutions are substantially equivalent or superior to those designed in the Technical Specification.

20.0 Bid Security/EMD

- 20.1 The bidder shall furnish, as a part of its bid EMD, bid security for an amount of

Rs.100.000.00In the form of F.D.R./TDR drawn in favour of Chief Engineer(O&M), Electy. Transmission Circle, Roorkee Power Transmission Corporation of Uttarakhand Ltd. Payable on any scheduled Bank at Roorkee

- 20.2 The bid security is required to protect the owner against the risk of Bidder's conduct, which would warrant the guarantee forfeiture, pursuant to relevant para elsewhere. The bid guarantee shall be made payable to the Owner without any condition whatsoever.
- 20.3 Any bid not secured in accordance with Para 20.1 above will be rejected by the Owner as non-responsive. No exemptions are made in the furnishing of the security.
- 20.4 Unsuccessful Bidder's bid security/EMD will be returned/refunded on finalization of tender or Six months from the date of submission of tender whichever is later.
- 20.5 The successful bidders, Bid Security will be discharged upon, furnishing the contract performance guarantee.
- 20.6 The bid guarantee may be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity specified by the bidder on the bid Form.
 - b) If a bidder refuses to accept the contract or fails to commence the works (including supplies within thirty days of letter of award of contract).

21.0 Format of Bid

- 21.1 The Bidder shall prepare two copies of the bid, clearly marking each "Original bid" and "Copy of Bid", as appropriate. In the event of any discrepancy between them the original shall govern. All the documents furnished in original document shall be furnished in other copies of Bids.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized by the Bidder to sign the Contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initiated by the person or persons signing the bid.
- 21.3 The Bidders must submit the qualifying data in one original and one duplicate copy as required in this Instructions to Bidders in separate envelopes sealed and enclosed in the envelope submitting proposals, superscribed as under:

QUALIFYING DATA FOR DESIGNING, FABRICATION, GALVANIZING AND
SUPPLY OF 4 No. 220 KV C TYPE DOUBLE CIRCUIT TOWER AGAINST
SPECIFICATION NO. CE/GZR-22/2012-13

21.4 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

21.5 Bids shall be submitted as under:

Cover-I Earnest Money Deposit (Bid-Security), Annexure (A), as per relevant clause of SCC duly signed and Contractor's covering letter.

Cover-II Qualifying Requirements

Cover-III Technical Bid

Must contain conditions and schedules of Part-III without prices and Technical Data Requirement Sheets as per Part-II. (Cover I, II and III will collectively called Technical Bid.

Cover-IV Price Bid Price offer as per Part-III including Form of Tender (Two copies of Price Schedule).

22.0 Signature of Bids

22.1 The bid must contain the name, residence and place of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature. The names of all persons signing should also be typed or printed below the signature.

22.2 Bid by a partnership must be furnished with full names of all partners and be signed with the partnership name, followed by the signature(s) and designation(s) or the authorized partner(s) or other authorized representative(s).

22.3 Bids by Corporation/Company must be signed with the legal name of the Corporation/Company by the President/Managing Director or by the Secretary or other person or persons authorized to bid on behalf of such Corporation/Company in the matter.

22.4 A bid by a person who affixes to his signature the word 'President', Managing Director', 'Secretary', 'Agent' or other designation without disclosing his Principal will be rejected.

22.5 If it is found that two or more persons who are connected with one another either financially or as a principal and agent have bid under different names without disclosing their connection then such bids will be liable for rejection. Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

22.6 The Bidder's name stated on the proposal shall be the exact legal name of the firm.

22.7 Bids not conforming to the above requirements of signing may be disqualified and EMD forfeited.

23.0 Sealing and marking of bids

23.1	Cover-I	1. Bid No	CE/GZR-22/2012-13
		2. Due date for opening	28.01.2013
		3. Reference of earnest money deposit	
	Cover-II	1. Bid No.	CE/GZR-22/2012-13
		2. Due date for opening	28.01.2013
		3. Qualifying Requirements	
	Cover-III	1. Bid No	CE/GZR-22/2012-13
		2. Due date for opening	28.01.2013
		3. Technical bid & reference and certificate as per Cl. 17.00 of SCC.	
	Cover-IV	1. Bid No	CE/GZR-22/2012-13
		2. Price Bid and reference	

Cover-I, Cover-II & Cover-III shall be individually sealed and superscribed as indicated above and should be enclosed in the main cover duly sealed and superscribed as Tender for Designing, fabrication and supply of 4 No. 220 KV Double Circuit "C" type towers against Bid No CE/GZR-22/2012-13 due on 28.01.2013 containing Cover-I, Cover-II, Cover-III & Cover IV of this tender.

The original Bid and accompanying documents clearly marked "Original" plus one copy for Cover I, II & III and *three* copies for Cover IV shall be submitted by the Bidder at the date, time and place specified. In the event of any discrepancy between the original and the copies, the original shall govern.

The Bid shall be submitted by RPAD or through speed post/Registered Post services at the Office of the General Manager(O&M),PTCUL, Bids submitted should be posted with due allowance for any postal delay. The Bids received after the Due Date and Time of opening are liable to be rejected. Telegraphic/Telex/Fax/e-mail Bids shall not be entertained.

23.2 The Bidders shall seal the original and each copy of the bid in an inner and an outer envelope, duly making the envelopes as "original" and "copy".

23.3 a. Addressed to the Owner at the following address:

The Chief Engineer(O&M)
Zonal Office, Garhwal Zone
Power Transmission Corporation of Uttarkhand Ltd.
26_ Civil Lines, Roorkee 247 667

b. Bear the name of package bid enquiry number, name of the work and the words. **"DO NOT OPEN BEFORE 28.01.2013"**

23.4 The inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" or "rejected".

23.6 The Bid Security conditions must be submitted in a separate sealed envelope.

24.0 Deadline for Submission of Bids

24.1 The Bidders have the option of sending the bid by **registered post/ speed post only**. Bids submitted by telex/telegram will not be accepted. No request from any Bidder to the Owner to collect the proposals from airlines, cargo agent etc. shall be entertained by the Owner.

24.2 Bids must be received by the Owner at the address specified under para 23.3, not later than the time & date mentioned in the Invitation to Bid.

24.3 The Owner may, at its discretion, extend this deadline for the submission of bids by amending the Bidding Document in which case all rights and obligations on the Owner and Bidders previously subject to **the** deadline will thereafter be subject to the deadline as extended.

25.0 Late Bids

25.1 Any bid received by the Owner after the time and date fixed or extended for submission of bids prescribed by the Owner, will be rejected and not considered for evaluation.

26.0 Modification and Withdrawal of Bids

26.1 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for submission of bids.

26.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of clause 23.0. The envelope should clearly indicate whether the modification is for the Technical bid or the Price bid. No bid modifications notice by Telex/Grams/Fax shall be entertained by the Owner.

26.3 No bid shall be modified in any manner, whatsoever subsequent to the deadline for submission of bids.

26.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal/modification of a bid during this interval may result in the Bidder's forfeiture of its bid security.

27.0 Information required with the proposal

27.1 The bids must clearly indicate the name of the manufacturer, the type and/or model of each principal item of equipment proposed to be furnished and erected. The bid should also contain drawings and descriptive materials indicating general dimensions, materials from which the parts are

manufactured, principles of operation, the extent of pre-assembly involved, major construction equipment proposed to be deployed, method of erection and the proposed erection organizational structure.

- 27.2 The above information shall be provided by the Bidder in the form of separate sheets, drawings, catalogues, etc. in five copies.
- 27.3 Any bid not containing sufficient descriptive material to describe accurately the equipment proposed may be treated as incomplete and hence rejected. Such descriptive materials and drawings submitted by the Bidder will be retained by the Owner. Any major departure from these drawings and descriptive material submitted will not be permitted during the execution of the contract without specific written permission of the Owner.
- 27.4 Oral statements made by the Bidder at any time regarding quality, quantity or arrangement of the equipment or any other matter will not be considered.
- 27.5 Standard catalogue pages and other documents of the Bidder may be used in the bid to provide additional information and data as deemed necessary by the Bidder.
- 27.6 The Bidder, along with his Proposal, shall submit a list of recommended erection equipment and materials which will be required for the purpose of erection of equipment and materials supplied under the Contract.
- 27.7 In case the 'Proposal' information contradicts specification requirements, the specification requirements will govern, unless otherwise brought out clearly in the technical commercial deviation schedule.

E. BID OPENING AND EVALUATION

28.0 Opening of bids by owner

- 28.1 The Owner will open the bids in the presence of Bidder's representatives who choose to attend on the date and time mentioned for opening of bids in the Invitation to Bid or in case any extension has been given thereto, on the extended bid opening date and time notified to all the Bidders who have **downloaded and submitted** the bidding document. The Bidder's representative who are present shall sign a register evidencing their attendance.
- 28.2 The Bidder's names, Technical modifications, Bid withdrawal and such other details as the Owner, at his discretion may consider appropriate, will be announced in the Technical Bid Opening.
- 28.3 The price bids of all the "Techno-Commercial" Responsive Bidders shall be opened in the presence of representatives (up to two per firm) of such bidders who choose to be present. The date & time of opening the Price Bid shall be intimated to all such qualified bidders by Fax/Telex, at least one week in advance besides inviting final price bid if found appropriate after evaluation of Technical bids.
- 28.4 The Bidder's name, lumpsum Bid Price, all discounts if any, modification in the Price Bid and any such other details as the Owner, at his discretion, may consider appropriate, will be announced/furnished in the Price Bid Opening.

28.5 No electronic recording/transmitting devices will be permitted during Bid opening.

29.0 Purpose of Evaluation of Bids

29.1 The Bids received/accepted/opened will be evaluated by the Owner to ascertain the technical responsiveness of the bid for the complete scope of the proposal, as covered under these specifications and documents. All technically responsive bids shall then be examined to determine the LOWEST EVALUATED COMMERCIALY AND TECHNICALLY RESPONSIVE BIDS.

30.0 Policy for Bids under consideration

30.1 Bids shall be deemed to be under consideration immediately after opening of Technical Bid and until such time official intimation of award/rejection is made by the Owner to the Bidders. While the Bids are under consideration, Bidders and/or their representatives and other interested parties are advised to refrain from contacting by any means, the owner and/or his employee's representatives on the matters related to Bids under consideration.

30.2 Clarification of Bids

To assist in the examination evaluation and comparison of Bids the owner may on his own ask the Bidder 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.

31.0 Preliminary Examination

31.1 The Owner 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.

31.2 Arithmetical errors will be rectified on the following basis:

If there is discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between the total bid amount and the sum of total costs, the latter shall prevail and the total bid amount will be corrected accordingly. If there is a discrepancy between words and figures, the amount advantageous to the Owner will prevail. If the Bidder does not accept the correction of the errors as above, his Bid will be rejected and the amount of Bid Security will be forfeited. The Bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices purpose, the Owner shall be entitled to consider the highest price for the purpose of evaluation and for the purpose of award of Contract use the lowest of the prices in these schedules.

- 31.3 Prior to the detailed evaluation, the Owner will determine the substantial responsiveness of each bid to the Bidding Document. For purpose of these Clauses, a substantially responsive bid is one which conform to all the terms and conditions of the Bidding Document without material deviations. A material deviation is one which affects in any way the prices, quality, quantity or delivery period of the equipment, completion of **supply of plants** or which limits in any way the responsibilities or liabilities of the Bidder of any right of the Owner as required in these specifications and documents. The Owner's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 31.4 A bid determined as not substantially responsive will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of non-conformity.
- 31.5 The Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the any Bidder.

32.0 Evaluation of Price Bids

32.1 Definitions and Meanings

For the purpose of the evaluation and comparison of bids, the following meanings and definition will apply:-

- a) 'Bid Price' shall mean the price quoted by each Bidder in his proposal for the complete scope of works.
- b) 'Differential Price' shall mean the summation of the equalizing elements of price for parameter differential or deficiencies in the equipment and services determined from the Bidder's proposal.
- c) 'Cost compensation for Deviations' shall mean the rupee value of deviations from the bidding document as determined from the Bidder's proposal.
- d) 'Evaluated Bid Price' shall be summation of 'Bid Price', 'Differential Price' and 'Cost Compensation for Deviations'.

33.0 Calculation of differential Price & Cost Compensation for Deviations

The Differential Price to be added to the Bid Price of each bid during evaluation and comparison shall be derived as under:

Differential Price (DP)= $n_1F_1+n_2F_2+\dots$where F_1, F_2, \dots, F_n are the various factors in Indian Rupees per unit of parameter differential or deficiency in the equipment and services offered as stipulated in these specifications: n_1, n_2, \dots, n_n are the respective parameter differential or deficiency in the corresponding units to be determined from the Bidder's proposal. The above factors and corresponding units of parameter differential are derived from the Technical Specifications, Data sheets and/or Special Conditions of Contract.

Deviations from the Bidding Documents in so far as practicable will be converted to a Rupee value (D) and the Bidding Document while evaluating the bids. In determining the Rupee value of the deviations the Owner will use parameters consistent with those specified in the specifications and documents and or other information as necessary and available to the Owner.

33.1 Comparison of Bids

The bids shall be compared on the basis of lumpsum prices (I, e, for supply portion and price for services & civil works to be rendered as quoted by the Bidder) for the entire scope to the proposal as defined in the Bidding Document.

For comparison purposes all the evaluated bid prices shall be in Indian Rupees as under:

$$W = Q + DP + D$$

Where

W = Bid Price quoted by the bidder in Indian Rupees (Value of equipments/materials Including taxed and duties plus components. Of erection cost including civil engineering works & mandatory spars and other components if any.)

DP = Different price in Indian Rupees calculated as above.

D = Cost compensation for deviations calculated as above.

All evaluated bid prices of all the bidders shall be compared among themselves to determine the lowest evaluated bid and, as a result of this comparison, the lowest bid will be selected for the award of the Contract.

F. AWARD OF CONTRACT

34.0 Award Criteria

34.1 The owner will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, providing further that the Bidder is determined to qualified to perform the contract satisfactorily. The Owner shall be the sole judge in this regard.

34.2 In case of award of Contract on a bidder there shall be separate contracts one for supply of goods, the second for erection & services (and third for civil engineering works in substations).

34.3 Further, the Owner reserves the right to award separate contracts to two or more parties in line with the terms and conditions specified in the accompanying Technical Specifications,

35.0 Owner's right to accept any bid and to reject any or all bids :

35.1 The Owner reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at time prior to award of contract, any

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 Owner's action.

36.0 Notification of award

36.1 Prior to the expiration of the period of bid Validity and extended validity period, if any, the Owner will notify the successful Bidder in writing by registered letter or cable or telex or FAX, to be confirmed in writing by registered letter, that is bid has been accepted.

36.2 The notification of award will constitute that formation of the Contract.

36.3 Upon the successful Bidder's furnishing of performance guarantee pursuant to relevant clause 41.0, the Owner will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 20.0.

37.0 Signing of Contract

37.1 At the same time as the Owner notifies the successful Bidder that his bid has been accepted, the Owner will send the Bidder the detailed of Award, incorporation all agreements between the parties.

37.2 Within 15 days of receipt of the detailed of Award, the successful bidder shall sign the same with date and return it to the Owner,

37.3 The Bidder will prepare the Contract Agreement as per the proforma prescribed and the same will be signed within 30 (Thirty) days of notification of Award.

38.0 Contract Performance Guarantee:

38.1 *As a contract performance security, the successful bidder, to whom the work is awarded, shall be required to furnish a Performance Guarantee, in form of Bank Guarantee on prescribed proforma. The Guarantee amount shall be equal to ten percent (10%) of the Contract price and it shall guarantee the faithful performance of the Contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid up to 90 days after the end of Warranty Period.*

38.2 The Performance Guarantee shall cover additionally the following guarantees to the Owner:

a) The successful Bidder guarantees the successful and satisfactory operation of the equipment furnished and erected under the Contract, as per the specifications and documents.

b) The successful Bidder further guarantees that the equipment provided by him/his sub-vendors installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Owner fully remedy free of expenses to the Owner such defects as developed under the normal use of the said equipment within the

period of guarantee specified in the relevant clause of the General Terms and Conditions in the Part-I/Special Conditions of Contract.

38.3 The Contract Performance Guarantees is intended to secure the performance of the entire contract. However, it is not to be construed as limiting the damages under clause entitled "Equipment Performance Guarantee" in Technical Specifications, Part-II and damages stipulated in other clauses in the Bid documents

38.4 The performance guarantee will be discharged without any interest any interest at the end of guarantee period, unless otherwise specified in Special Conditions of Contract.

39.0 Splitting of Order:

The purchaser reserves the right to split the order among various successful tenders in any manner he chooses without assigning any reasons whatsoever.

40.0 Delivery Schedule/ Completion Period:

The Delivery of supply of material / Commissioning of project shall be completed within 60 days from the date of issue of technically & commercially confirmed order

41.0 QUANTITY VARIATION

The Quantities given in bill of quantities is provisional and may vary $\pm 20\%$

42.0 The tenderers are required to submit three sets of structural & foundation drawings of 220 KV Double Circuit "C" type towers along with Bill of material so that the same is made available to the successful contractor at the time of award for necessary correction/modification etc. Offers received without the drawings and bill of material shall not be entertained and may be rejected.

SECTION –GCC

GENERAL TERMS & CONDITIONS OF CONTRACT

A. INTRODUCTION

1.0 Definitions of Terms

- 1.1 The 'Contract' means the agreement entered into between the Owner and the Contractor as per the Contract Agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.2 'Owner' shall mean the Power Transmission Corporation of Uttarakhand Ltd., Dehradun or any of its subsidiaries and shall include its legal representatives, successors and assigns.
- 1.3 'Contractor' or 'Manufacturer' shall mean the *Bidder* whose bid is accepted by the Owner for the award of the Works and shall include such successful Bidder's legal representatives, successors and permitted assigns.
- 1.4 'Sub-Contractor' shall mean the person named in the Contract for any part of the Works or any person to whom any part to the Contract has been sublet by the Contractor with the consent in writing of the Engineer and will include the legal representatives, successors and permitted assigns of such person.
- 1.5 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purpose of the Contract.
- 1.6 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment, stores and materials to be provided by the Contractor under the Contract.
- 1.7 'Works' shall mean and include the furnishing of equipment, labour and services, as per the Specifications and complete erection, testing and putting and putting into satisfactory operation including all transportation, handling, unloading and storage at the Site as defined in the Contract.
- 1.8.1 'Specifications' shall mean the Specifications and Bidding Document forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.
- 1.9.1 'Site shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by the Owner or Contractor in the performance of the Contract.
- 1.10 The term 'Contract Price' shall mean the lump-sum price quoted by the Contractor in his bid with additions and/or deletions as may be agreed and incorporated in the Letter of Award and the contract agreement for the entire scope of the works.

- 1.11 The term 'Equipment Portion' of the Contract price shall mean the ex-works value of the equipment/Materials supplied include structures, town materials insulators, conducting etc.
- 1.12 The term 'Erection Portion' of the Contract price shall mean the value of field activities of the works including erection, testing and putting into satisfactory operation including successful completion of performance and guarantee tests to be performed at Site by the Contractor including cost of insurances.
- 1.13 'Manufacturer's Works' or 'Contractor's Works', shall mean the place of work used by the manufacturer, the Contractor, their collaborators/associates or Sub-Contractors for the performance of the Contract.
- 1.14 Site Engineer 'Inspector' shall mean the Owner owner's Engineers or any person nominated by the time to inspect the equipment; stores or Works under the Contract and/or the duly authorized representative of the Owner.
- 1.15 'Notice of Award of Contract'/'Letter of Award'/'Telex of Award' shall mean the official notice issued by the Owner notifying the Contractor that his bid has been accepted.
- 1.16 'Order' shall mean the official letter issued by the Owner informing the acceptance of the bid.
- 1.17 'Date of Contract' shall mean the date on which Notice of Award of Contract/Letter of Award has been issued.
- 1.18 **Month** shall mean the calendar month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.
- A **Week** shall mean continuous period of seven (7) days.
- 1.19 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.20 When the words 'Approved', 'Subject to Approval', 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', 'Where Directed', 'When Directed', 'Determined by', 'Accepted', 'Permitted', or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of the Owner/Engineer.
- 1.21 Test on completion shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by the Owner.
- 1.22 'Performance and Guarantee Tests', shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.
- 1.23 The term 'Final Acceptance'/Taking Over' shall mean the Owner's written acceptance of the Works performed under the Contract, after successful commissioning/ completion of Performance and Guarantee Tests, as

- specified in the accompanying Technical Specifications or otherwise agreed in the Contract.
- 1.24 'Guarantee period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 1.25 'Latent Defects' shall mean such defects caused by faulty designs, material or work-man-ship which cannot be detected during inspection, testing etc, based in the technology available for carrying our such tests.
- 1.26 'Drawing', 'Plans, shall mean all:
- a) Drawings furnished by the owner/Consultant as a basis of Bid/Proposals.
 - b) Supplementary drawings furnished by the Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - c) Drawings submitted by the Contractor with his bid provided such drawings are acceptable to the Owner/Consultant.
 - d) Drawings furnished by the Owner/Consultant to the Contractor during the progress of the work; and
 - e) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/Owner.
- 1.27 'Codes' shall mean the following including the latest amendments and/or replacements, if any:
- a) Indian Electricity Act, 1905 and Rules and Regulations made thereunder.
 - b) Electricity Act 2003 and Rules & Regulations made there under.
 - c) Indian Factory Act, 1948 and Rules and Regulations made thereunder.
 - d) Indian Factory Act, 1884 and Rules and Regulations made thereunder.
 - e) Indian Explosives Act, 1934 and Rues and Regulations made thereunder.
 - f) A.S.M.E Test Codes
 - g) A.I.E.E Test Codes.
 - h) American Society of Materials Testing Codes.
 - i) Standards of the Indian Standards Institution.
 - j) Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

- 1.28 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 1.29 Words imparting 'Person' shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 1.30 Terms and expression not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

Or

- 1.31 In addition to the above the following definitions shall also apply.
- a) 'All equipment and materials' to be supplied shall also mean 'Goods' **and 'plants'**.
 - b) 'Constructed' shall also **mean** 'erected and installed'.
 - c) 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.

2.0 Application

The General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3.0 Standards

The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods and such standards shall be the latest issued by the concerned institution.

4.0 Language and Measures

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instruction, drawing or any other writing shall be written in English language. The Metric System of measurement shall be used exclusively the Contract.

5.0 Contract Documents

- 5.1 The term Contract Documents shall mean and include the following which shall be deemed to form an integral part of the Contract:
- a) Invitation to Bid including letter forwarding the Bidding Documents, Instructions Bidders, General Terms and Conditions of Contract and all other documents included under volume-I and the Special Conditions of Contract.
 - b) Specifications of the equipment to be furnished and erected under the Contract as brought out in the accompanying Technical Specifications.

- c) Contractor's Bid Proposal and the documents attached there to including the letters of clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy.
 - d) All the materials, data and information of any sort given by the Contractor along with his bid, subject to the approval of the Owner/Consultant.
 - e) Letter of Award and any agreed variation to the conditions to the documents and special terms and conditions of Contract, of the Owner/Consultant.
- 5.2 In the event of any conflict between the above mentioned documents the matter shall be referred to the Engineer whose decision shall be considered as final binding upon the parties.

6.0 Use of Contract Documents and Information

- 6.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Owner in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.
- 6.2 The Contractor shall not, without the Owner's prior written consent, make use of any document or information enumerated in various Contract documents except for the purpose of performing the Contract.
- 6.3 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium, photographs or other reproduction of the Works under this Contract, or descriptions of the site, dimensions, quantity, quality or other information, concerning the works unless prior written permission has been obtained from the Owner.
- 6.4 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Owner and shall be returned (in all copies) to the Owner on completion of the Contractor's performance under the Contract if so required by the Owner

7.0 Construction of the Contract

- 7.1 Notwithstanding anything stated elsewhere in the bid documents, the Contract to be entered into will be treated as a divisible Supply and Erection Contract
Award shall be placed on the successful Bidder as follows:
- i) First Contract: For Ex-works supply of all equipment and materials.
 - ii) Seconds Contract: For providing all other services like inland transportation, insurance for delivery at site, unloading, storage,

handling at site, installation, testing and commissioning including performance testing in respect of all the equipment material supplied under the "First Contract" and other equipment/materials given by the owner for transport from owner's stores, insurance, unloading storage handling at site installation testing & commissioning.

- 7.2 In case of divisible supply and erection Contract, or where the Owner hands over his equipment to the Contractor for executing, then the Contractor shall at the time of taking delivery of the equipment/dispatch documents be required to execute an Indemnity Bond in favour to the Owner in the form acceptable to the PTCUL for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of Performance for the Indemnity Bond will be furnished during award of Contract.
- 7.3 The Contract shall in all respects be construed and governed according to Indian Laws.
- 7.4 It is clearly understood that total consideration for the Contract(s) has been broken up into various components only for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

8.0 Jurisdiction of the Contract

- 8.1 The laws applicable to the Contract shall be the laws in force in India. The Courts of Roorkee shall have exclusive jurisdiction in all matters arising under this Contract.

9.0 Execution of Contract

- 9.1 The laws applicable to the issue of the Letter of Award to the Contractor will send one copy of the final agreement to the Contractor for his scrutiny and approval.
- 9.2 The Agreement, unless otherwise agreed to, shall be signed within 30 days of the acceptance of the Letter of Award, at the office of the Owner at Roorkee on a date and time to be mutually agreed. The Contractor shall provide for signing of the Contract, Performance Guarantee, appropriate power of attorney and other requisite materials. In case the Contract is to be signed beyond the stipulated time, the Bid Guarantee submitted with Proposal will have to be extended accordingly.
- 9.3 The Agreement will be signed in copies to be specified and the Contractor shall be provided with one signed and the rest will be retained by the Owner.
- 9.4 The Contractor shall provide free of cost to the Owner all the Engineering data, drawing, and descriptive materials submitted with the bid, to form a part of the Contract immediately after issue of Letter of Award.
- 9.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Owner with copies of agreement within fifteen (15) days after the signing of the Contract.

10.0 Enforcement of Terms

10.1 The failure of either party to enforce at any time any of the provisions of this Contractor or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in anyway to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other it may have under the Contractor

11.0 Completion of Contract

11.1 Unless otherwise terminated under the provisions of any other relevant clause this Contract shall be deemed to have been completed on the expiry of the guarantee period as provided for under the clause entitled 'Guarantee' in this section of the Volume-I

B. GUARANTEES & LIABILITIES

12.0 Time –The Essence of Contract

12.1 The time and the date of completion of the Contract as stipulated in the Contract by the Owner without or with modifications, if any, and so incorporated in the Letter of Award, shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not late than the date agreed to. .

12.2 The Contractor shall submit a detailed PERT network/bar chart within the time frame agreed consisting of adequate number of activities covering various key phases of the work such as design, procurement, manufacturing, shipment and field erection activities within fifteen(15) days of the date of Notification of Award. This network shall also indicate the interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the network so submit with the Owner and the agreed network shall form part of the Contract documents. During the performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to the Owner. The interface facilities to be provided by the Owner in accordance with the agreed network shall also be reviewed while reviewing the progress of the Contractor.

12.3 Based on the above agreed network/bar chart fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

12.4 Subsequent to the finalization of the network, the Contractor shall make available to the Engineer a detailed manufacturing programme in line with the agreed Contract network.

Such manufacturing programme shall be reviewed, updated and submitted to the

Engineer once every two months thereafter.

- 12.5 The above bar charts/manufacturing programme shall be compatible with the Owner's computer environment and furnished to the Owner on such media as may be desired by the Owner.

13.0 Effectiveness of Contract

The Contract shall be considered as having come into force from the date of the notification of award unless otherwise provided in the notification of award.

14.0 Penalty for Delay

- 14.1.1 If the Contractor fails to successfully complete the **supply** within the time fixed under the Contract, the Contractor shall pay to the Owner as penalty a sum specified for each specified period of delay. The details of such penalty are brought out in the accompanying Special Conditions of Contract (SCC)
- 14.1.2 Equipment and materials will be deemed to have been delivered only when all its components, parts are also delivered. If certain components are not delivered in time the equipment and materials will be considered as delayed until such time the missing parts also delivered.
- 14.1.3 The total amount of penalty for delay under the Contract will be subject to a maximum of 10% of the Contract prices detailed in the Special Conditions of Contract (SCC).

15.0 Guarantee

- 15.1 The Contractor shall warrant that the equipment will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of twenty four (24) calendar months commencing immediately upon the satisfactory commissioning. The Contractor's liability shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors under normal use and arising solely from faulty design, material and/or workmanship provided always that such defective parts are repairable at the equipment. Such replaced/defective part shall be returned to the Contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the Engineer when the equipment is under the supervision of the contractor's Supervisory Engineer.
- 15.2 In the event of any emergency where in the judgment of the Engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the Engineer or a third party chosen by the Engineer without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will notify promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.

- 15.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clauses shall apply to portion of the works so replaced or renewed until the expiry of twelve (12) months from the date of such replacement or renewal. If any defects are not remedied within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights which Owner may have against the Contractor in respect of such defects.
- 15.4 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.
- 15.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 15.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligations under this clause.
- 15.7 In the case of those defective parts, which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree to a programme of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.
- 15.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. For latent defects, the Contractor's liability as mentioned in Clause Nos. 15.1 through 15.7 above shall remain till the end of 5 years from the date of completion of guarantee period.

In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee (more than 24 months) is provided by such Sub-Contractor, the Owner shall be entitled to the benefits of such longer guarantee.

- 15.9 The provisions contained in this clause will not be applicable:
- a) If the Owner has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.
 - b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

16.0 Taxes, Plants & Licenses

The Contractor shall be liable and pay all non-Indian taxes, duties, levies lawfully assessed against the Owner or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

17.0 Replacement of Defective Parts and Materials

- 17.1 If during the performance of the Contract, the Engineer shall decide and inform in writing to the contractor that the Contractor has manufactured any equipment, material or part of equipment unsound and imperfect or has furnished any equipment inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expenses within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary or making it good, proceed to alter, reconstruct or remove such works and furnish fresh equipment/materials upto the standards of the specifications. In case, the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days notice in writing of his intentions to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such Works or furnish all such equipment/ material provided that nothing in this clause shall be deemed to deprive the Owner of or affect any rights under the Contract which the Owner may otherwise have in respect of such defects and deficiencies.
- 17.2 The Contractor's full and extreme liability under the clause shall be satisfied by the payment to the Owner of extra cost, such replacement procured including erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner for such replacements and the Contract Price by portion for such defective equipment/materials/work and repayments of any sum paid by the Owner to the Contractor in respect of such defective equipments/materials. Should the Owner not so replace the defective equipment/materials the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Owner under the Contractor for such defective equipment/materials.

18.0 Patent Rights and Royalties

Royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep the Owner indemnified in that regard. The Contractor shall, at his won cost and expenses, defend all suits or proceedings that may be instituted for alleged infringement of any patents involved in the Works, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expense of the contractor who shall also satisfy/comply with any decree, order or award made against the Owner. But it shall be understood that no such machine, plant, work, material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specifications. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any apparatus or equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is procure for the Owner, the right to

continue the use of said apparatus, equipment or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non-infringing.

19.0 Defense of Suits

If any action in court is brought against the Owner or Engineer or an officer or agent of the Owner, for the failure, omission or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Contractor, his agents, representatives or his Sub-Contractors, or in connection with any claim based in lawful demands of Sub-Contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner, and the Engineer and or his representative, harmless from all losses, damages, expenses or decrees arising of such action.

20.0 Limitation of Liabilities

The final payment by the Owner in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract. Such final payment shall be made only at the end of the Guarantee/Warranty period, and till such **time** as the Contractual liabilities and responsibilities of the Contractor, shall prevail. All other payments made under the Contract shall be treated as on-account payment.

21.0 Engineer's Decision

21.1 In respect of all matters which are left to the decision of the Engineer including the granting or with-holding of the certificates, the Engineer shall, if required to do so by the Contractor, give in writing a decision thereon.

21.2 If, in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intend of the Contract, the Contractor may file within the Engineer, within fifteen (15) days after receipt of the decision, a written objection to the decision.

Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer's decision and the decision shall become final and binding.

21.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Agreement that there shall be no delay in the execution of the works and the decision of the Engineer as rendered shall be promptly observed.

22.0 Power to Vary or Omit Work

22.1 No alterations, amendments, omission, suspensions or variations of the Works (hereinafter referred to as 'variation') under the Contract as detailed on the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers

subject to the provisions hereinafter contained, from time to time during the execution of the Contract, by notice in writing to instruct the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation and be bound by the same conditions as far as application as though occurred in the Contract Documents. If any suggested variations

would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract Price as the case may be.

- 22.2 In the event of Engineer requiring any variation, a reasonable and proper notice shall be given to the Contractor to enable him to work his arrangement accordingly, and in cases where goods or materials are already prepared or any design, drawing or pattern made or work done as per the contract requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the Contractor.
- 22.3 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the alterations or additional or substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the Engineer.
- 22.4 If any variation in the Works results in reduction of Contract Price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 22.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, the decision of the Engineer shall prevail.
- 22.6 Notwithstanding anything stated above in this clause, the Engineer shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the quantities of the items or groups of items in accordance with the provisions of clause entitled 'Change of Quantity' in section GCC of this Volume-I. The Contractor shall carry out such variations and be bound by the same conditions as though the said variations occurred in the Contract Documents. However, the Contract Price shall be adjusted at the rates and the prices provided for the original quantities in the Contract.

23.0 Assignment and Sub-Letting of Contract

- 23.1 The Contractor may, after informing the Engineer and getting his written approval, assign or sub-let the Contract or any part thereof other than for raw material, for minor details or for any part of the plant for which makes are identified in the Contract. Suppliers of the equipment not identified in the Contract or any change in the identified suppliers shall be subjected to approval by the Engineer. The experience list of equipment vendors under consideration by the Contractor for the Contract shall be furnished to the Engineer for approval prior to procurement of all such items/equipment. Such assignment/sub-letting shall not relieve the Contractor of any obligation, duty or responsibility under the Contract. Any assignment as above, without prior written approval of Engineer, shall be void.
- 23.2 For components/equipment procured by the Contractor for the purposes of the Contract, after obtaining the written approval of the Owner, the Contractor's purchase specifications and enquiries shall call for quality plan to be submitted by the suppliers along with their Proposals. The quality plans called for from the Vendors shall set out, during the various stages of manufacture and installation, the quality practices and procedures followed by the Vendors' quality control organization, the relevant reference document./ standard used, acceptance level, inspection documentation raised, etc. such quality plans of the successful vendors shall be discussed and finalized in consultation with the Engineer and shall form a part of the Purchase Order/Contract between the Contractor and the Vendor. Within three weeks of the release of the Purchase Orders/Contracts for such bought out items/components a copy of the same without price details but together with detailed purchase specification, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

24.0 Change of Quantity

- 24.1 During the execution of the Contract, the Owner reserves the right to increase or decrease the quantities of items under the Contract but without any change in unit price or other terms & conditions. Such variations unless otherwise specified in the accompanying Special Conditions of Contract and/or Technical Specifications, shall not be subjected to any limitation for the individual items but the total variations in all such items under the Contract shall be limited to a percentage of the Contract price as specified in the Special Conditions of Contract.
- 24.2 The Contract price shall accordingly be adjusted based on the unit rates available in the Contract price shall accordingly be adjusted based on the unit rates available in the Contract for the change in quantities as above. The base unit currency of the Contract, except as provided for in Clause 33.0 below. In case the unit rates are not available for the change in quantity, the same shall be subjected to mutual agreement.

25.0 Packing, Forwarding and Shipment

- 25.1 The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the Site and storage at the

Site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.

25.2 The Contractor shall notify the Owner of the date of each shipment from his works, and the expected date of arrival at the Site for the information of the Owner.

25.3 The Contractor shall also give all shipping information concerning the weight, size and content of each packing including any other information the Owner may require.

25.4 The following documents shall be sent by registered post to the Owner within three days from the date of shipment, to enable the Owner to make progressive payments to the Contractor:-

Application for payment in the standard format of the Owner

Invoice

Packing list

Pre-despatch clearance certificate, if any

Test Certificate, wherever applicable

Insurance Certificate.

25.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose materials forming each and every consignment dispatched to Site.

The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works up to the Site and also till the equipment is erected, tested and commissioned. He shall be solely responsible for proper storage and safe custody of all equipment.

26.0 Cooperation with Other Contractors and Consulting Engineers

The Contractor shall agree to cooperate with the Owner's other Contractors and Consulting Engineers and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts. The Engineer shall be provided with three copies of all correspondence addressed by the Contractor to other Contractors and Consulting Engineers of the Owner in respect of such exchange of technical information, Wherever needed.

27.0 No Waiver of Rights

Neither the inspection by the Owner or the Engineer or any of their officials, employees, or agents nor any order by the Owner or the Engineer for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner or the Engineer, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any provision

of the Contract, or of any power herein reserved to the Owner or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be waiver of any other or subsequent breach.

28.0 Certificate Not To Affect Right of Owner and Liability of The Contractor

No interim payment certificate of the Engineer, nor any sum paid on account by the Owner, nor any extension of time for execution of the Works granted by the Engineer shall affect or prejudice the rights of the Owner against the Contractor or relieve the Contractor of his obligation for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment furnished and no certificate shall create liability for the Owner to pay for alterations, amendments, variations or additional works not ordered, in writing, by the Engineer or discharge the liability of the Contractor for the payment of damages whether due, ascertained, or indemnify the Owner, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of the Owner against the Contractor.

29.0 Progress Reports

During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit periodic progress reports as may be reasonably required by the Engineer with such materials as, charts, networks, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer.

30.0 Taking Over

Upon successful completion of all the tests to be performed as Site on equipment furnished and erected by the Contractor, the Engineer shall issue to the Contractor a Taking Over Certificate as a proof of the final acceptance of the equipment. Such certificate shall not unreasonably be withheld nor will the Engineer delay the issuance thereof on account of minor omissions or defects which do not affect the commercial operation and/or cause any serious risk to the equipment. Such certificate shall not relieve the Contractor of any of his obligations which otherwise survive, by the terms and conditions of the Contract after issue of such certificate.

C. CONTRACT SECURITY AND PAYMENTS

31.0 Contract Performance Guarantee

The Contractor shall furnish Contract Performance Guarantee(s) for the proper fulfillment of the Contract in the prescribed form within fifteen (15) days of "Notice of Award of Contract". The performance guarantees(s) shall be as per terms prescribed.

34.0 Payment

34.1 The payment to the Contractor for the performance of the works under the Contract will be made by the Owner as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payments only. The final payment will be made on completion of all Works and on fulfillment by the Contractor of all his liabilities under the Contract.

34.2 Currency of Payment

All payments under Contract shall be in Indian Rupees only.

34.3 Terms

Payment terms will be as prescribed in the special conditions of contract and on fulfillment of conditions specified thereof.

34.4 Payment Schedule

The Contractor shall prepare and submit to the Engineer for approval, a break up of the Contract Price. This Contract Price break-up shall be interlinked with the agreed detailed PERT network of the Contractor setting forth his starting and completions dated for the various key phases of Works prepared as per conditions in Clause 12.0 of this Section GCC of Volume I. Any payment under the Contract shall be made only after the Contractor's price break up shall be equal to the lump sum Contract Price. A price breakup over valuing those items of supply which will be shipped first will not be accepted.

34.5 Application for Payment

34.5.1 The Contractor shall submit application for the payment in the prescribed proforma of the Owner. Proforma for application for payment will be as prescribed.

34.5.2 Each such application shall state the amount claimed and shall set forth in detail, in the order of the Payment Schedule, particulars of the Works including the Works executed at Site and of the equipment shipped/brought on to the site pursuant to the Contract upto the date mentioned in the application and for the period covered since the last preceding certificate, if any.

34.5.3 Every interim payment certificate shall certify the Contract value of the Works executed upto the date mentioned in the application for the payment certificate, provided that no sum shall be included in any interim payment certificate in respect of the works that, according to the decision of the Engineer, does not comply with the Contract.

34.6 Mode of Payment

34.6.1 Payment due on dispatch of equipment shall be made by the Owner through Owner's Bank or directly to the Contractor as per the payment schedule.

34.6.2 The payment of test charges, if any, payment, taxes and duties (whenever admissible) inland transportation (including port handling), insurance and the

erection portion of the Works shall be made direct to the Contractor by the Owner.

Progressive payments linked with erection shall only be made after the issue of certificate by the Engineer, one for the quantum of work completed and the other for the successful completion of quality check points involved in the quantum of work billed.

34.6.3 Inland Transportation & Insurance

Inland transportation (including port handling) and inland insurance charges shall be paid to the Contractor on pro-rata to the value of the equipment received at site and on production of the invoices by the Contractor. However, wherever equipment wise inland transportation charges have been called for in the 'Bid Proposal Sheets' and have been furnished by the Contractor, the payment of inland transportation charges shall be made after receipt of equipment at site based on the charges thus identified by the Contractor in his Proposal and incorporated in the Contract. The aggregate of all such prorate payments shall however not exceed the total amount quoted by the Bidder in his bid and incorporated in the Contract.

35.0 Deductions from Contract Price

All costs, damages or expenses which the Owner may have paid, for which under the Contract the Contractor is liable, or any other retention award will be claimed by the Owner. All such claims shall be billed by the Owner to the Contractor regularly as and when they fall due. Such bills shall be supported by appropriate and certified vouchers or explanations, to enable the Contractor to properly identify such claims. Such claims shall be paid by the Contractor within thirty (30) days of the receipt of the corresponding bills and if not paid by the Contractor within the said period, the Owner may them deduct the amount, from any monies due or becoming due by him to the Contractor under the Contract or may be recovered by sections of Law or otherwise.

D. RISK DISTRIBUTION

37.0 Transfer of Title

37.1 Transfer of title in respect of equipment and materials supplied by the Contractor to PTCUL pursuant to the terms of the Contract shall pass on to PTCUL with negotiation of dispatch documents.

37.2 This Transfer of Title shall not be construed to mean the acceptance and the consequent "Taking Over" of equipment and materials. The Contractor shall continue to be responsible for the quality and performance of such equipment and materials and for their compliance with the specifications until "Taking Over" and the fulfillment of guarantee provisions of this Contract.

37.3 This Transfer of Title shall not relieve the Contractor from the responsibility for all risks of loss or damage to the equipment and materials as specified under the clause entitled "Insurance" of this Section.

38.0 Insurance

- 38.1 The Contractor at his cost shall arrange, secure and maintain all insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and interests of the Owner against all perils detailed herein. The form and the limit of such insurance as defined herein together with the underwriter in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to maintain adequate insurance coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations. The insurance covers to be taken by the Contractor shall , however, be authorized to deal directly with insurance Company or Companies and shall be responsible in regard to maintenance of all insurance covers. Further the insurance should be in freely convertible currency.
- 38.2 Any loss or damage to the equipment during handling, transportation, storage, erection, putting into satisfactory operation and all activities to be performed till the successful completion of commissioning of the equipment shall be to the account of the Contractor. The contractor shall be responsible for preference of all claims and make good the damages or loss by way of repairs and / or replacement of the equipment, damaged or lost. The transfer of title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The contractor shall provide the Owner with copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the Owner immediately after such insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) days in advance regarding the expiry/cancellation and/or change in any of such documents and ensure revalidation, renewal etc., as may be necessary well in time.
- 38.3 The perils required to be covered under the insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (erection risks) workman compensation risks, loss or damage in transit, theft, pilferage, riot and strikes and malicious damages, civil commotion, whether conditions, accidents of all kinds, etc. The scope of such insurance shall be adequate to cove the replacement/ reinstatement cost of the equipment for all risks upto and including delivery of goods and other costs till the equipment is delivered at Site. The insurance policies to be taken should be on replacement value basis and/or incorporating escalation clause. Notwithstanding the extent of insurance cover and the amount of claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all equipment/ materials and to ensure their availability as per project requirements.
- 38.4 All costs on account of insurance liabilities covered under the Contract will be on Contractor's account and will be included in Contract Price, However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the insurance coverage, risks and in such a case, the parties to the Contract will agree for a mutual settlement, for reduction in Contract price to the extent of reduced premia amount. The Contractor, while arranging the insurance shall ensure to obtain all discounts on premia which

may be available for higher volume or for reason of financing arrangement of the project.

38.5 The clause entitled 'Insurance' under the section ECC of the Volume-I, covers the additional insurance requirements for the portion of the works to be performed at the Site.

38.6 Special Conditions of Contract details out the various insurance liabilities.

39.0 Liability for Accidents And Damages

Under the Contract, the Contractor shall be responsible for loss or damage to the plant until the successful completion of commissioning as defined elsewhere in the Bid document.

40.0 Delays by Owner or His Authorized Agents

40.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Owner or his authorized agents, then the Contractor shall be given due extension of time for the completion of the Works, to the extent such omission on the part of the Owner has caused delay in the Contractor's performance of the Contract.

Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer shall be final.

40.2 In addition, the Contractor shall be entitled to claim demonstrable and reasonable compensation if such delays have resulted in any increase in cost. The Owner shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

41.0 Demurrage, Wharfage etc.

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

42.0 Force Majeure

42.1 Force majeure is herein defined as any cause which is beyond the control of the Contractor or the Owner as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of the Contract, such as:

- a. Natural phenomena, including but not limited to floods, droughts, earthquakes and epidemics;
- b. Acts of any Government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, guarantees, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such clauses.

- 42.2 The Contractor or the Owner shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.

The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of obligation has been delayed due to other causes.

43.0 Suspension of Work

- 43.1 The Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued by the Engineer to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.
- 43.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Engineer. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or his Sub-Contractor.

44.0 Contractor's Default

- 44.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer in connection with the works or shall contravene the provisions of the Contract, the Owner may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case the Owner shall be at liberty to employ other workmen and forthwith execute such part of the works as the Contractor may have neglected to do or if the Owner shall think fit, without prejudice to any other right he may have under Contract to take the work wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any Contractor's equipment that may have been at the time on the Site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same, and the Owner shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the Works or of completing the Works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.

44.2 In addition, such action by the Owner as aforesaid shall not relieve the Contractor of his liability to pay liquidated damages for delay in completion of Works as defined in Clause 14.0 of this Section.

44.3 Such action by the Owner as aforesaid the termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Contract Performance Guarantee nor the time thereof. The Contract Performance Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.

45.0 Termination of Contract on Owner's Initiative

45.1 The Owner reserved the right to terminate the Contract either in part or in full due to reasons other than those mentioned under clause entitled 'Contractor's Default'. The Owner shall in such an event give fifteen (15 days) notice in writing to the Contractor of his decision to do so.

45.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the extent they are related to the work terminated and terms satisfactory to the Owner, stop all further subcontracting or purchasing activity related to the work terminated, and assist Owner in maintenance, protection, and disposition of the , and assist Owner in maintenance, protection, and disposition of the works acquired under the Contract by the Owner.

In the event of such a termination the Contractor shall be paid compensation, equitable and reasonable, dictated by the circumstances prevalent at the time of termination.

45.3 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and the Contractor is a partnership concern and one of the partners dies then unless the Owner is satisfied that the legal representatives of the individual Contractor or of the proprietor of the propriety concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract the Owner shall be entitled to cancel the Contract as to its incompleting part without being in any way liable to payment of any compensation to the estate of deceased Contractor and/or to the surviving partners of the Contractor's firm on account of the cancellation of the Contract. The decision of the Owner that the legal representatives of the deceased Contractor or surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation the Owner shall not hold the estate of the deceased Contractor and/or the surviving partners of the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable to damages for not completing the Contract.

46.0 Frustration of Contract

46.1 In the event of frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, parties shall be

absolved of their responsibility to perform the balance portion of the Contract, subject to provisions contained in sub-clause 46.3 below.

- 46.2 In the event of non-availability or suspension of funds for any reasons, whatsoever (except for reason of willful or flagrant breach by the Owner) and/or Contractor then the works under the Contract shall be suspended.

Furthermore, if the Owner is unable to make satisfactory alternative arrangements for financing to the Contractor in accordance with the terms of the Contract within three months of the event, the parties hereto shall be relieved from carrying out further obligations under the contract treating it was frustration of the Contract.

- 46.3 In the event referred to in sub-clauses 46.1 & 46.2 above the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on quantum merit-basis which shall be determined try mutual agreement between the parties.

47.0 Grafts and Commissions Etc.

Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner(s), agent(s), officer(s), director(s), employee(s) or servant(s) or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contracts and also to payment of any loss or damage to the Owner resulting from any cancellation. The Owner shall then be entitled to deduct the amount so payable from any monies otherwise due to Contractor under the Contract.

F. RESOLUTION OF DISPUTES

48.0 Settlement of Disputes

- 48.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.
- 48.2 If any dispute or difference of any kind, whatsoever, shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to the Owner and the Contractor.
- 48.3 Save as hereinafter provided, such decision in respect of every matters so referred shall be final and binding upon the parities until the completion of the Works and shall forthwith be given effect to by the Contractor who shall proceed with the Works with all due diligence, whether he or the Owner requires arbitration as hereinafter provided or not.

48.4 If after the Engineer has given written notice of his decision to the parties, no claim to arbitration has been communicated to him by either party within thirty (30) days from the receipt of such notice, the said decision shall become final and binding on the parties.

48.5 In the event of the Engineer failing to notify his decision as aforesaid within thirty (30) days after being requested as aforesaid, or in the event of either the Owner or the Contractor being dissatisfied with any such decision, or within thirty (30) days after the expiry of the first mentioned period of thirty days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

49.0 Arbitration

49.1 All disputes or differences in respect of which the decision, if any, of the Engineer has not become final or binding as aforesaid shall be settled by arbitration in the manner hereinafter provided.

49.1.1 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Owner 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.

49.1.2 The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration Act, 1940 or any statutory modification thereof. The venue of arbitration shall be Dehradun.

49.2 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time with the consent of all the parties enlarge the time for making the award. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

49.3 The arbitrator shall have full powers to review and/or revise any decision, opinion, direction, certification or valuation of the Engineer in accordance with the Contract, and neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments put before the Engineer for the purpose of obtaining the said decision.

49.4 No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him as being called as a witness or giving evidence before the arbitrators on any matter whatsoever relevant to the dispute or difference referred to the arbitrators as aforesaid.

49.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

50.0 Reconciliation of Accounts

The Contractor shall prepare and submit every six months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with the Owner. The Contractor shall also prepare and submit a detailed account of Owner Issue materials received and utilized by him for reconciliation purpose in a format to be discussed & finalized with the owner before the award of Contract.

SECTION – ECC

ERECTION CONDITIONS OF CONTRACT

1.0 GENERAL

- 1.1 The following shall supplement the conditions already contained in other parts of these specifications & document and shall govern the portion of the work of this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, nominate a responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and coordination of the works to be performed at Site. Such persons shall function from the Site office of the Contractor during the pendency of Contract.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the government of India) and the rules made thereunder in respect of any employee or workman employed or engaged by him or his Sub-Contractor. He shall abide by labour laws and others as specified in the special conditions of Contract.
- 2.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration also shall be borne by the Contractor.

3.0 OWNER'S LIEN ON EQUIPMENT

The Owner shall have lien on all equipment brought to the Site for the purpose of erection, testing and commissioning of the equipment to be supplied & erected under the Contract. The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the Site shall be removed from the Site by the Contractor and/or his Sub-Contractors without the prior written approval of the Engineer.

4.0 ACCESS TO SITE AND WORKS ON SITE

- 4.1 Suitable access to and possession of the Site shall be afforded to the Contractor by the Owner in reasonable time.

4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve and the Owner shall give the Contractor reasonable facilities for carrying out the works.

4.3 In the execution of the works, no person other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the Site, except by the special permission, in writing of the Engineer or his representative.

5.0 CONTRACTOR'S SITE ESTABLISHMENT

The Contractor shall at all times keep posted an authorised representative for the purpose of the contract. Any written order or instruction of the Engineer of his duly authorized representative shall be communicated to the said authorised resident representative of the Contractor and the representative shall be available at a stated address for this purpose.

6.0 CO-OPERATION WITH OTHER CONTRACTORS

6.1 The Contractor shall co-operate with all other Contractors or tradesmen of the Owner, who may be performing other works on behalf of the Owner and the workmen who may be employed by the Owner and doing work in the vicinity of the Works under the Contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other Contractors and their workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner, due to the Contractor's work shall promptly be made good at the Contractor's own expense.

7.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and workmen at Site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the Site, if in the opinion of the Engineer such employee has misconduct himself or is incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.

8.0 CONTRACTOR'S FIELD OPERATION

8.1 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedules for carrying-out each part of the works. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibilities towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Owner or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.

8.2 The Contactor shall have the complete responsibility for the conditions of the Work-site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. The requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours.

9.0 PROGRESS REPORT

9.1 The Contactor shall furnish three (03) copies each to the Engineer of progress including if any, photographs of the work done at Site.

9.2 The monthly progress report detailing-out the progress achieved on all erection activities shall highlight comparison to the schedules. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measures, wherever necessary.

10.0 MAN-POWER REPORT

10.1 The Contactor shall submit to the Engineer, on the first day of every month, a man hours scheduled for the month, detailing the man hours scheduled for the month, skill-wise and area-wise.

11.0 PROTECTION OF WORK

The Contractor shall have total responsibility for protecting his work till it is finally taken over by the Engineer. No claim will be entertained by the Owner or by the Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings.

12.0 EMPLOYMENT OF LABOUR

12.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of this particular work. No person below the age of eighteen years shall be employed.

12.2 All traveling expenses including provision of necessary transport to and from Site lodging, allowance and other payments to Contractor's employees shall be sole responsibility of the Contractor.

12.3 In case the Owner becomes liable to pay any wages or dues to Labour or any Government agency under any of the provisions of the minimum wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act, or any other law due to act of omission of the Contractor, the Owner may make such payment and shall recover the same from the Contractor's bills.

13.0 FACILITIES TO BE PROVIDED BY THE OWNER

13.1 Space

Land for Contractor's Store, Workshop etc.

- a) The Engineer shall at his discretion and for the duration of execution of the Contract make available at site, land for construction of Contractor's field office, workshop, stores, etc. required for execution of the Contract. The Contractor at his cost shall do any such construction.
- b) On completion of work the Contractor shall hand over the land duly cleaned to the Engineer. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purposes, the payment of his final bill shall not be made.

13.2 Electricity:

Power supply

Where power supply is available with the Owner for construction purpose the same will be provided at the job site at one point of the distribution system as may be decided by Engineer free of charge for consumption in works. Electricity furnished will be 440 volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgears, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy of power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractor's labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of the Board as prevalent for that area at the time of award of work; the supply may be withdrawn if the power is used for purposes other than for the work of the project and the Contractor shall not be entitled to any claim whatsoever on account of any such action taken by the Engineer.

14.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

14.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipments; tools, tackles and scaffoldings required for pre-assembly, erection, testing and commissioning of the equipment covered under the Contract. He shall submit a list of all such materials to the Engineer before the commencement of work at site. These tools and tackles shall not be removed from the site without the written permission of the Engineer.

14.2 First-aid

The Contractor shall provide necessary first-aid facilities for all his employees, representative and workmen working at the site. Enough number of Contractor's personnel shall be trained in administering first-aid

14.3 Cleanliness

14.3.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of personnel to keep the work area clean. Materials and stores shall be so arranged to permit easy cleaning of the

area. In areas where equipment might drip oil and cause damage to floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

15.0 LINES AND GRADES

All the works shall be performed to the lines, grades and elevations indicated on the drawing. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/or dismantled by the Engineer at Contractor's expense.

16.0 FIRE PROTECTION

16.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas.

16.2 All the Contractor's supervisory personnel and select number of workers shall be trained for fire fighting. Enough of such trained personnel must be available at the Site during the entire period of the Contract.

17.0 SECURITY

The Contractor shall have total responsibility for all equipment and materials in his custody/stores, loose, semi-assembled and/or erected by him at site. The Contractor shall make suitable security arrangements to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss.

18.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses of Technical Specifications. The Contractor shall provide, in addition, test instruments, calibrating devices, etc. and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials.

19.0 CONSTRUCTION MANAGEMENT

- 19.1 The field activities of the Contractors working at Site, will be coordinate by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other Contractors and the tradesmen of the Owner regarding scheduling and coordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 19.2 The Engineer shall hold weekly meetings of the contractor at site, at a time and place to be designated by the Engineer. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.
- 19.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 19.4 The engineer shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors if any at site.

20.0 FIELD OFFICE RECORDS

The contractor shall maintain up to date copies of all drawings, specification and other Contract Documents and any other supplementary data complete with all the latest revisions thereto. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract Documents, drawings, specifications and supplementary data etc. effected at the field and on completion of his total assignment under the contract shall incorporate all such changes on the drawings and other Engineering data to indicate as installed conditions of the equipment furnished and erected under the contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies.

21.0 CONTRACTOR'S MATERIALS BROUGHT TO SITE

- 21.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. All such goods shall, from the time of their being brought vest in the Owner, but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

- 21.2 The Owner shall have a lien on such goods for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the Contract. After giving a fifteen (15) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose off any such goods, in such manner as he shall think fit and to apply the proceeds in or towards the satisfaction of such or sums due as aforesaid.
- 21.3 After the completion of the Works, the Contractor shall remove from the Site under the direction of the Engineer the materials such as construction equipment, erection tools and tackles, scaffolding etc. with the written permission of the Engineer.

22.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

- 22.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also responsible for protection of all persons including members of public and employees of the Owner and the employees of other Contractors and Sub-Contractors and all public and private property.

23.0 INSURANCE

- 23.1 In addition to the conditions covered under the Clause entitled 'Insurance' in General Terms and Conditions of Contract of this Volume-I, the following provisions will also apply to the portion of works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing Works.

23.2 Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his sub-Contractor's employee, which for any reason are not covered under the Workmen's Compensation Act, 1948. The liabilities shall not be less than:

Workmen's Compensation	:	As per statutory Provisions
Employee's Liability	:	As per statutory Provisions

23.3 Comprehensive General Liability Insurance

The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act of omission on the part of the Contractor, his agents, his employees, his representatives and Sub-Contractors or form riots, strikes and civil commotion.

- 23.4 The hazards to be covered will pertain to all the works and areas where the contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

- 23.5 The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractors to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

24.0 UNFAVOURABLE WORKING CONDITIONS

The contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and material to adverse effect during inclement weather conditions, like monsoon, storms etc. and during other unfavorable constructions conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality of and efficiency thereof, unless special precautions or measure are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per schedule.

25.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points etc., which are marked either with the help of Engineer or by the Engineer shall not be distributed in any way during the performance of his works. If any work is to be performed which disturbs such reference the same shall be done only after these are transferred to other suitable locations under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

26.0 WORK & SAFETY REGULATIONS

- 26.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to PTCUL or to others, working at Site. The Contractor shall also be responsible for provision of all safety notice and safety equipment required both by the relevant legislations and the Engineer, as he may deem necessary.
- 26.2 All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of PTCUL in this regard.
- 26.3 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in

force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer or by the person authorised by him.

- 26.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need.
- 26.5 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 26.6 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by PTCUL to handle such fuses, wiring or electrical equipment.
- 26.7 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or Owner, he shall:
- a. Satisfy the Engineer that the appliance is in good working condition;
 - b. Inform the Engineer of the maximum current rating, voltage and phases of the appliances;
 - c. Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 26.8 The Engineer will not grant permission to connect until he is satisfied that;
- The appliance is in good condition and is fitted with suitable plug;
- a. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 26.9 No electric cable in use by the Contractor/Owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
- 26.10 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer and a permit to work shall be issued by the Engineer before any repair work is carried out by the Contractor. While working on electric lines/ equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians / workmen/ officers.
- 26.11 In case any accident occurs during construction / erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer in

prescribed form and also to all the authorities envisaged under the applicable laws.

26.12 The Engineer shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accident and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly. The contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer with in 3 days of such stoppage of work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.

26.13 The Contractor shall not be entitled for any damage /compensation for stoppage of work due to safety reasons as provided in para 31.18 above and the period of such stoppage of work will not be taken as an extension of time for completion or work and will not be the ground for waiver of levy of liquidated damages.

26.14 It is mandatory for the Contractor to observed during execution of the works, requirement of Safety Rules which would generally include but not limited to following:

- a) Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- b) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- c) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
- d) There shall be suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- e) Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.

26.15 The Contractor shall follow and comply with all PTCUL Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any discrepancy between statutory requirement and PTCUL Safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.

- a. Fatal injury or accident causing death Rs. 1,00,000/- : These are applicable : for death

- b. Major injuries or accident Rs. 20,000/- per : Injury to
causing 25% or more person : any person
permanent disablements to : whosoever
workmen or employees

Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor is liable to reimburse the Owner such amount in addition to the compensation indicated above.

27.0 CODE REQUIREMENTS

The erection requirements and procedure to be followed during the installation of the equipment shall be in accordance with the relevant Codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and laws and regulation of the Government of India.

SECTION-II - SCC - PART-I

SPECIAL CONDITIONS OF CONTRACT

1.0 General Particulars

This part of the Bid Document relates to certain specific/special terms and conditions particular to the Contract. The provisions herein are to be read and understood in conjunction with the relevant provisions elsewhere in the instructions to Bidders (ITB), the General Conditions of Contract (GCC) and Erection conditions of Contract (ECC). The intent of provisions herein are specific to this contract and are, in general, supplementary to related provisions under ITB, GCC and ECC. However, in certain provisions which are contrary to those in ITB, GCC and ECC, the provisions in these Special Conditions of Contract will prevail.

2.0 Tender Fee

The tender fee specified in notice inviting tender is payable by Demand Draft (DD) at Roorkee drawn on any Scheduled Bank in favour of General Manager(O&M), Electricity Transmission Circle, Power Transmission Corporation of Uttarakhand Ltd. Roorkee. The same will be furnished in Cover-I of Bid along with EMD (Bid Security) valid for six months

4.0 Earnest Money Deposit (EMD)

3.1 *The EMD is payable as under:*

3.2 Earnest money amounting to Rs.70,000.00 shall be furnished in the shape of F.D.R./T.D.R./Bank Guarantee only on any Schedule Bank duly pledged in favour of Chief Engineer(O&M), Electricity Transmission Circle, Roorkee, should be valid for six months from the date of opening of tender of the extended date of opening of the tenders Offers received without earnest money shall be rejected summarily.

4.0 Declaration by Bidder

The bidder shall sign the Declaration enclosed to this SCC and not furnishing the same will make the Bid invalid.

5.0 Qualifying Criteria

5.1 Technical Criteria

5.1.1 The bidder should have supplied 50%of the tender quantity in any one year of last three years.

5.1.2 The tenderer either shall themselves be manufacturer/Importer of the Plant & Machinery to be used in the project or has tie up with reputed manufacturer in India or abroad

5.1.3 A joint venture of firms having one partner as lead partner shall meet jointly, all the qualifications requirement. However, the turnover shall be considered only of lead partner. (prime bidder)

5.1.4 The tenderer must supply all relevant certificate, test certificate of the material intended to be supplied

5.2 Financial Criteria:

The annual average turnover of the Tenderer for the preceding three years should not be less than 50.00 Lac

6 Additional Documents

Apart From various documents to be furnished along with the Bid as required in the GCC and ECC, the following documents/details are to be furnished by the Bidder:

1. Sales Tax/Service Tax Registration No. date/issuing authority
2. Regn. No. under Shops & Estt. Act/issuing authority.
3. Details of Partners/Directors of the Firm/Company.
4. Experience Record and details of orders pending/executed for various utilities.
5. Last five years Audited Accounts.
6. Detail of Manufacturing/Fabrication facilities.
7. Factory Registration/license details.
8. 'A' class contractor's license with validation.
9. Solvency certificate from Bank (up to 20%) of Bid value).
10. *PAN No of the firm/ Company or PAN No of all its partner's in case of partnership firm or PAN No of the individual, incase of proprietorship.*

7 PRICE INCLUSIONS (Including Taxes & Duties)

- 7.1 **Excise Duty:** 100% value of Excise duty **and Cess** on materials, equipment, plant shall be reimbursed on submission of documents of excise duty paid by the Contractor at the prevailing or offered applicable rate, whichever is lower. However Chartered Accountants' certificate (along with last advance bill) that excise duty paid as by the Contractor and claim from PTCUL has not been refunded nor refund claim is pending with Excise department. Further, Contractor have to furnish and undertaking to **Company** that in any event, if any refund of excise duty either in full or part is received by Contractor in respect of the material supplied to PTCUL against tender under reference the same shall be passed on to the Board without any further claim to that effect from PTCUL.
- 7.2 The prices quoted shall be all inclusive of freight, transportation, loading, - unloading & stacking at site of materials supplied by Contractor as well as owner supplied item if any.
- 7.3 **Sales Tax:** The prices should be quoted inclusive of sales tax i.e. **VAT** or CST to be indicated. The rate of sales tax (**VAT** or CST) should clearly be indicated. However, in the breakup of end cost, sales tax has to be shown separately. The stores are required for consumption in generation,

transmission and distribution of electrical energy and as such, Uttarakhand State forms "C" / C-1" / Central "C" form will be issued at the time of payment of bills, you are requested to quote your sales tax registration Number and date in all the bills.

- 7.4 No sales tax/VAT will be paid on bought out items.
- 7.5 All the relevant provisions of Uttarakhand Value Added Tax (UVAT) 2005 shall be applicable
- 7.6 As per the Government of Uttarakhand directives, while evaluating offers incidence of sales tax will not be considered
- 7.7 **Educational and other Cess:** All cess will be payable @ applicable
- 7.8 **Statutory Variations:**

Any statutory increase or decrease in the taxes and duties subsequent to your offer if it takes place within the original contractual delivery date will be to the *Company's* account subject to the claim being supported by documentary evidence. However, if any decrease takes place after the contractual delivery date, the advantage will have to be passed on to the *Company's*.

No statutory variation shall be admitted, if the excise duty becomes payable because of exceeding the prescribed limits for turn over or for any such other reasons.

8 SECURITY DEPOSIT-CUM-PERFORMANCE GUARANTEE DEPOSIT

- 8.1 The successful bidder has to pay security deposit-cum-performance deposit within 30 days of receipt of order.
- 8.2 The successful bidder will be required to pay an amount equivalent to 10% of the value of the order as a Security Deposit for satisfactory execution of the contract and as performance guarantee. Such Security Deposit will be payable either in Cash / DD payable at Dehradun / Bank guarantees from Scheduled / Nationalized Banks will be acceptable, if the amount of security deposit payable exceeds Rs. 50,000/- Bank Guarantees will be furnished. The Bank Guarantees furnished should have clear one time validity till the completion of the order in all respect and up to the expiry of the Guarantee period **two years**. Bank Guarantee for interim period will not be allowed. If by any reason the contract period is extended, then contractor should undertake to renew the Bank Guarantee at least one month before the expiry of the validity failing which *Company* will be at liberty to redeem the same, without entering into further correspondence in the matter.
- 8.3 No interest will be allowed on amount of Security deposit.
- 8.4 The Security Deposit –cum-performance Guarantee deposit as above on total shall be kept deposited upto 2 years **from the date of commissioning of project(N.A)**.

- 8.5 This security deposit is for the performance of contract and the same is liable to be forfeited by the Corporation in event of non fulfillment of the term and conditions of this contract by the contractor.
- 8.6 Corporate Guarantees are not admissible.
- 8.7 The 'Signing of Contract' and 'Contract Agreements' will be done as per prevalent PTCUL Terms and Conditions.

9 GUARANTEE PERIOD

Total material supplied and work executed shall be covered under guarantee period against any defect in materials, poor workmanship and defect/ wrong design etc. for a period of two years from the date of receipt of material.

10 PENALTY FOR DELAY:

The tenderer should note that the completion time allowed for carrying out the work should be strictly observed. Any delay that may take place in supply and erection beyond Contractual cut off date stated as per stipulated delivery period shall be subject to the penalty at the rate of ½ % of the contract value per week (of delayed supply and/or work) or part there of, with a ceiling of 10 % of the total contract value.

- 10.2 The penalty will be deducted from bills payable either against this contract or from any Bank Guarantee or any other amount payable under any other contract with the Board.
- 10.3 Tenderer shall have to supply all materials to match with the erection activities.

11.0 COMPLETION PERIOD

- 11.1 Overall Completion period, for this Contract will be 60 days from the date of issue of technical & commercially confirmed order and approval of drawing. The drawings shall be submitted by the contractor with 15 days of award and PTCUL will approve the same within 7 days of its receipt.
- 11.2 No mobilization period, idling or stoppage period will be allowed during this period of the Contract.(N.A)
- 11.3 The completion date will be deemed to be the date on which all works on the Contract are demonstrated to be complete to the satisfaction of the **Company**/Engineer and is complete in all respects as per the terms and conditions of this Contract.

12.0 Terms of Payment

12.1 For a Project (N.A.)

12.2 For supply

- (i) 100% of supply value for each consignment of *Plant & Machinery and accessories* on submission of invoice along with 100% taxes, duties, **Cess**, shall be paid on receipt of material and check at site successfully on submission of 10% performance security.
- (ii) Alternatively 90% payment along with 100% taxes shall be made against delivery of material and check at site successfully

13.0 Termination of Contract:

In case of contractor fails to deliver the stocks or any consignment thereof within contractual period of delivery or in case the stores are found not in accordance with prescribed specification and /or the approved sample, the **Company** shall exercise its discretionary power either:

- 13.1** To recover, from the contractor as agreed, by way of penalty clause above, or
- 13.2** To purchase from elsewhere after giving due notice to the contractor on account and at the risk of the contractor for such stores not so delivered or other similar description without canceling the contract in respect of the consignment not yet due for delivery or
- 13.3 To cancel the contract**

In the event of the risk purchase of stores of similar description, the opinion of the **Company** shall be final. In the event of action taken under clause (A) or (B) above, the contractor shall be liable to pay for any loss which the **Company** may sustain on that account, but the contractor shall not be entitled to have any saving on such purchases made against default.

The decision of the **Company** shall be final as regards to the acceptability of stores supplied by the contractor and the Board shall not be required to give any reason in writing or otherwise at any time for rejection of the stores.

TOWERS

1.0 SCOPE

1.0.1.1 The scope of Bidder covers Design, fabrication, galvanization and testing of towers) tower foundations, design, fabrication, testing and supply of all hardware accessories & fittings, dispatch, packing & forwarding, transportation. FOR delivery & unloading at destination stores of all Galvanized stub, including bolts, nuts & washers, hangers, D-shackle & all type of tower accessories like phase plate, number plate, danger plate, circuit plate, anti-climbing devices.

1.0.2 Steel required for 220 KV D/C Transmission line towers shall be procured and used by the Contractor.

1.0.3 All other material such as Zinc for Galvanising, bolts, nuts, washers,

1.0.4 D-shackles, hangers, links, danger plates, phase plate, number plate etc required for tower is included in the bidder's scope of supply.

1.0.4.1 The material to be supplied on FOR Destination Store as covered in this section shall be designed, manufactured and tested as per the requirement specified. The bidder is required to quote ex-work price, Excise Duty, Taxes / Levies, Packing and Forwarding cost, cost of transportation and material from his works/ factory to destination stores.

1.1 STANDARDS

1.1.1 Except where otherwise specified or implied, the design, manufacturing, fabrication, galvanization and testing of towers and tower accessories shall conform to the provisions of IS:802-1995 (Part I, II, III) and the latest amendment thereof.

1.1.2 The Indian Standard Specification (IS) mentioned below as amended upto date shall be applicable to the materials and process used in the manufacture of towers and tower accessories.

1. IS: 209-1997 Specification for zinc.
2. IS: 269-1989 Portland cement.
3. IS: 278-1978 Specification for Galvanized Steel Barbed Wire for
ACD
4. IS: 3063-1972 Specification for Single Coil Rectangular Section,
washers for Bolts, Nuts & Screws.
5. IS: 4091-1979 Code of Practice for Design and Construction of
Foundations for Transmission Line Towers and
Poles.
6. IS: 4759-1999 Specification for Hot-Dip Zinc Coating on
Structural Steel and other Allied Products.
7. IS: 5358-1969 Specification for Hot Dip Galvanize Coating to
Fasteners.
8. IS: 5613(Part-2/ Code of Practice for Design, Installation and

sec – 1 & 2)

Maintenance of Overhead Power Lines.

Section 1 Design
Section 2 Installation and Maintenance.

9. IS: 5613 (Part-3/ Code of Practice for Design, Installation and Sec – 2) – 1989 Maintenance of Overhead Power Lines (Part-III- 400 KV lines, Section-2- Installation and maintenance.
10. IS: 6610-1972 Specification for Heavy Washers for Steel structures.
11. IS: 6639-1995 Specification for Hexagonal Bolts for Steel structures.
12. IS: 6745-1998 Specification for Methods for Determination of Weight of Zinc Coating on Zinc Coated Iron and Steel Articles.
13. IS: 7215-1974 Specification for Tolerance for Fabrication of Steel Structures.
14. IS: 8500-1977 Specification for Weldable Structure Steel (Medium and High Strength quantities).

1.2 MATERIAL :

1.2.1 STEEL

Tower member shall be fabricated out of best quality of steel which has been used for the design of members i.e. conforming to IS:226-1975 / IS:2062 or any revision thereof.

The steel shall be procured preferably from reputed Supplier / Producers and will conform to IS:226-1975 / IS:2062 or any other revision thereof. However, up to 8 mm thick structural section can be procured from re-rollers provided.

- (i) Re-rolling of structural steel sections is done from Billets of tested quality
- (ii) Re-rolling sections are duly tested as per relevant ISS.

1.3 DETAILS OF TOWER FABRICATION AND WORKMANSHIP:

The tower members shall be fabricated in accordance with IS:802 (Part-II) 1995 or revision thereof. The following important points relevant to fabrication work are described. The Purchaser reserves the right at all times to inspect the fabrication of tower part at the contractor or sub-contractor works

- (a) Towers shall have bolted connection. Welding shall not be permitted at any point unless otherwise previously approved by the Purchaser.
- (b) The tower members shall accurately fabricated, so that these can be bolted together easily at site without undue strain on the bolts and members.

1.4 MARKING ON TOWER MEMBERS

Each member of the tower shall be legible and indelibly marked with PTCUL alongwith the trade mark of the manufacturer , identification and erection legend of the member and other details as specified in the relevant standard specifications applicable in that behalf.

1.5 GENERAL DESCRIPTION OF THE TOWER:

- 1.5.1 All the towers to be supplied have been divided into following types:

- a) **Double Circuit C – Type.**
- b) **Single Circuit C Type**

1.5.2 **The towers are of self-supporting lattice steel type designed to carry the line conductor with necessary insulators, earth wire, and all fittings under all loading conditions.**

1.5.3 **The tower shall be fully galvanized structure.**

1.5.4 **Type of towers.**

1.5.4.1 **The towers are classified as given below:**

Type of Tower	Deviation Limit	Typical use
C	30 deg - 60 deg	a) Angle tower with tension insulator string / Dead end tower

Notes: (1) The above towers can also be used for longer span with smaller angle of deviations.

1.6 **EXTENSIONS:**

**The basic towers offered should be so designed that suitable extensions of +/- 0m. 3m, 6m & 9m can be added to their bases without reducing safety factor in any member.
(NA)**

1.6.1 **HILL SIDE LEG EXTENSION (NA)**

Provision for 1.5m & 3.0m, leg extension. attachable to basic tower only in hilly areas.

1.7 **CONFIGURATION AND TYPE OF CONNECTIONS**

1.7.1 **Bids shall be submitted for vertical towers with single peak, top cross arm, middle and bottom cross arms having equal projection on either side.**

1.7.2 **All member connections used in the towers and extensions shall be of bolted type.**

1.8 ROAD, POWER LINE, TELECOMMUNICATION LINE AND RAILWAY CROSSING

1.8.1 ROAD CROSSINGS :

At road crossings, the towers shall be fitted with normal double suspension / tension insulator strings as required so that ground clearances at the highest point of the road at maximum temperature in still air is not less than the specified values

1.8.2 POWER LINE CROSSINGS

Where the line has to cross over another line of the same voltage, or lower voltage, suspension type towers with double suspension / tension strings and suitable extensions shall be used. Where long shutdowns are envisaged it would be preferable to undertake power line crossings on suspension towers followed by angle towers suitably guyed, temporarily

1.8.3 TELE-COMMUNICATION LINE CROSSINGS

The crossings shall be designed in such a manner that the clearance between conductors of the power line and the telecommunications wires is not less than specified value given in related sub section. For further details, the Contractor shall refer to Code of Practice for Crossings between Power and Tele-communication Lines 1974 copies of which can be had from the General Manager, P&T Deptt. of the concerned office.

1.9 WIND ON INSULATORS

The wind pressure on insulator string shall be calculated in accordance with clause 9.3 of IS code mentioned above.

1.9.1 BASIC SPAN

Basic span of 325 m is to be adopted for design of towers.

1.9.2 SAG TENSION

CONDUCTOR AND GROUND WIRE

The sag tension of conductor and ground wire should be done as per clause 10.3 of IS 802-1995 (Part 1 sec 1). The max tension of conductor / Ground wire should not exceed 70% of ultimate tensile strength conductor / Ground wire.

1.10 CONDUCTOR AND GROUND WIRE CONFIGURATION

One number galvanized stranded steel wire shall be used as ground wire for towers. GS wire shall be continuous and shall be provided above conductors at suitable elevation to offer effective shielding and mid span clearances as per specification requirements.

TENDER SPECIFICATION NO.CE/GZR-22/2012-13

Sub. : OFFER FOR SUPPLY 132 KV Double Circuit – 4 No. 220 KV Double Circuit C type towers

In connection with above subject, I/ we confirm the following:

I/ We, the undersigned have read and understand the **Tender Specification No.CE/GZR-21/2012-13OFFER FOR SUPPLY 220 KV Double Circuit – 4 No. C type towers** along with all the tender Terms and Conditions.

- a) The supply bid is firm in line with Tender Specification and shall stand valid till six months from the date of opening of tenders.
- b) I/We declare that our bid is strictly in line with Tender Specifications and there is no deviation. Further, I/ we also agree that additional conditions /deviations, if any found in bid, the offer shall be out rightly rejected without assigning any reason thereof.

Signature of Authorized representative of company /Agency

NAME :

STATUS :

Name of BIDDER

CONFIRMATION OF DETAILS OF BIDDER

Bidders are required to furnish following information specifying YES / NO

- | | | |
|----|--|----------|
| 1) | Whether the Bid is on percentage basis as called for. | Yes / No |
| 2) | Whether rebate furnished is in percentage basis as called for. | Yes / No |
| 3) | Whether the Bid is submitted by RPAD. | Yes / No |
| 4) | Whether all pages of Bid Specifications are sealed and signed by the Bidder. | Yes / No |
| 5) | a) Whether the Bidder is registered with PTCUL for transmission line erection. | Yes / No |
| | b) In case of "Yes", please furnish following details: | |
| | i) Registration Letter No. & date. | |
| | ii) Class of Registration | |
| | iii) Validity | |
| 6) | a) Whether EMD paid. (DD / BG) | Yes / No |
| | b) In case "Yes" , furnish details | Yes / No |
| 7) | Whether following documents as specified are submitted. | Yes / No |
| | a) Financial capability | Yes / No |
| | b) Experience as specified. | Yes / No |
| | c) Latest Income-tax certificate | Yes / No |
| | d) Company's Articles Of Association | Yes / No |
| | e) Details of Partners / Directors | Yes / No |
| | f) B.R./ P.A. Authorising Person | Yes / No |
| | g) Power of Attorney of Consortium Members | Yes / No |

**Signature of Authorized
representative of company
/Agency**

NAME _____

STATUS _____

Name of tendering Company

SCHEDULE 'A'

TENDER FORM

Tender specification No. CE/GZR-22/2012-13

From:

To

Chief Engineer(O&M)
Power Transmission Corporation of Uttarakhand Ltd.
Zonal Office, Garhwal Zone
26 Civil Lines,
Roorkee 247 667

Sir,

With reference to your invitation to tender for the above I/We hereby offer to the Power Transmission Corporation of Uttarakhand Ltd. The item in the schedule of prices and delivery annexed or such portion there of as you determiner in strict accordance with the annexed conditions of contract Form 'B'. Specification and Schedules of Rates to the satisfaction of the purchaser are in default there of to forfeited and pay to Power Transmission Corporation of Uttarakhand Ltd.. the some of money mentioned in the said conditions.

The rates quoted are inclusive prorata and in full satisfaction of all claims.

I / We agree to abide this tender for the period of 180 days from the date fixed for opening of the same.

A sum of Rs. (1) Rs100,000.00(2) Uttarankhand based unit may deposit earnest money as per Industrial Policy No. 502/vkS0fo0/ 03-143& m|ksx@ 2003 fnukad 23 vxLr2003. in the form of FDR/ Bank Guarantee ,in pledged in favour of the General; Manager(O&M), Electricity TransmissionRoorkee, is enclosed with Part-I of the offer as earnest money.

I / We hereby undertake and agree to execute a contract in accordance with the conditions of the contract.

Encl: As above

Yours faithfully

Date Day of 2012

Witness

(Signature of the tenderer in full)

(Name and Signature)

Name

Address

Seal

Occupation

SCHEDULE 'B'**Tender specification NoCE/GZR-22/2012-13**

**FOR SUPPLY 132 KV Double Circuit –4
No. C type towers
PRE- QUALIFICATION DETAILS OF THE
TENDERER**

**Schedule of General Particulars to
be written in phrases with
supporting document, Other wise
tender will be rejected.**

SI No.	Particular			
1	Manufacturer or accredited representative			
(a)	For manufacturer, registration with Industries Deptt. Permitting manufacturer is to be enclosed	Permanent registration No / issue Date , item & validity (Copy registration Certificate to be Enclosed)		
(b)	For accredited representative, letter of Authorisation from manufacturer of being Accredited representative to be enclosed			
2	Operational Experience			
	The following details are to be furnished ONLY in respect of Tendered item/ works for last five financial years.			
(a)	Complete postal address including Designation of the authority placing order.			
(b)	Order No & Date			
(c)	Quantity/ work ordered			
(d)	Period of supply/ period of completion of works			
(e)	Period of trouble free service			
3	Supply Performance against last five orders			
(a)	Order No. & date (with supporting document)	2007-2008	2008-2009	2009-2010
(b)	Quantity ordered / quantum of works			
(c)	Contractual delivery/ completion Period			
(d)	Actual delivery/ completion(with supporting document)			

(e)	Period of trouble free Service (with supporting document)				
4	Manufacturing Experience/ erection experience				
	The following details are to be furnished ONLY in respect of Tendered Item or works.				
Sl No.	Complete postal address including designations of authority placing order	Order No & date	Quantity ordered/ Quantum of works	Quantity manufactured * during last five years	
				Year	Qty in (No)
				2006- 2007	
				2007- 2008	
				2008- 2009	
				2009- 2010	
				2010- 2011	

* In case the quantity manufactured is less then the qualifying figures, previous years may also be included.

Type testing of Products

It is required that a Xerox copy of complete type test report of the product is enclosed with Part-I of the tender documents failing which it will be presumed that the product is not type tested.

NOTE : Type test should have been carried out only within five years from the date of tender opening (Part-I) from any of the Laboratories/ Test houses.

Company Seal

Signature

Name

Designation

SCHEDULE 'C'

DECLARATION

**(To be executed on a non-judicial stamp paper of Rs. 100/-
with a revenue stamp of Rs. 1/- affixed)**

Tender invited by:-

General Manager(O&M)
Power Transmission Corporation of Uttarakhand Ltd.
Zonal Office, Garhwal Zone
26-Civil Lines
Roorkee-247 667

Tender **OFFER FOR SUPPLY 220 KV Double Circuit – 4 No.
C type towers**

Name of Tenderer.....

Specification No. and date of opening :- **GM/GZR-CE/GZR-22/2012-13**
for opening on 28.01.2013 at 15.30 hours.

In Consideration of the Power Transmission Corporation of Uttarakhand Ltd. having treated the Tenderer to be an eligible person whose tender may be considered the Tenderer agrees to the condition that the proposal in response to the above invitation shall not be withdrawn within 180 days (or any extension thereof) from the date of opening of the tender also to the condition that if hereafter the Tenderer does withdraw his proposal within the said period, the Earnest Money deposited by him may be forfeited to the Power Transmission Corporation of Uttarakhand Ltd. and at the discretion of the purchaser. The Purchaser may debar the Tenderer from tendering for a minimum period of one year, reckoned from the date of opening of the tender.

Signed this day of 21013

Place

Signed by

State title(whether)

(Proprietor/Partner)

Witness:

Name of the firm

Signature

Address of the firm

Name

Seal of the firm

Address

SCHEDULE “D”

PROFORMA FOR JOINT UNDERTAKING BY THE COLLABORATOR / ASSOCIATE AND THE TENDERER

(To be stamped in accordance with Uttarakhand State Act)

To:

Chief Engineer(O&M
Garhwal Zone
Power Transmission Corporation of Uttarakhand Ltd.
26-Civil Lines, Roorkee-247 667

Dear Sir,

(In terms of “ Instruction to tenderers” in the specification No. CE/GZR-22/2012-13 SUPPLY220 KV Double Circuit –4 No. 132 KV C type towers

It is a condition that the tenderer as well as their collaborator / associate shall jointly and severally undertake the responsibility for the successful performance of the contract (here in after referred to as Contract) which is qualified for the award on the basis of the expertise of collaborator / associate .

We having our registered office at (herein after referred to as a **collaborator / associate**) which in turn shall include our successor, administrator recruiter and assigner and we having our registered office at (herein after called as tenderer or contractor) are held jointly and severally liable and bound up to Power Transmission Corporation of Uttarakhand Ltd. (herein after referred to as purchaser) which expression shall include its successor administrator and assigns, for the successful performance of the contract, including the overall responsibility for the design, manufacture, rating delivery performance etc. ----- in accordance with contract.

The contractor / associate hereby agree to depute their technical experts from time to time contractor’s works / Project site as mutually agreed upon between the purchase and the contractor in order to discharge the contractor’s obligations as stipulated in contract. The tenderer and the collaborator / associate hereby agree that this undertaking shall be irrevocable and it shall form an integral part of the contract.

In witness there of the collaborator / associate and the tenderer have through their authorized representative, set their hands and seal on this day of... 2010.

Witness

(Official Address)

Witness

(Official Address)

Collaborator / Associate

**Signature
Name
Designation
Seal**

Tenderer

Signature

**Name
Designation**

SCHEDULES "E"

Tender Specification No CE/GZR-22/2012-13

For : Supply of 2x5 MVAR 33 KV Capacitor Bank

Schedule of General Particulars to be written in phrases with supporting document, Other wise tender will be rejected.

1	Name of Tenderer	
	(a) Registered Office address	
	(b) Head Office address	
	(c) Postal address of Tenderer	
	(d) Fax No. (e) Phone No.	
2	Name and address of manufacturer if any	
	Works	
3	Location with full postal address	
	Total space occupied in sq. meters (approximate within 15%)	
	Constructed Area in sq. meters (approximate within 5%)	
4	Name and address of local representative and his Telephone No.	
5	Name and address of the officer of the Tenderer/ manufacturer to whom all reference shall be made for expeditious coordination.	
6	Place from where service facility and spares are available(give full address)	
7	Whether the tenderer is sole proprietor/ Partner- ship concern/ Pvt. Ltd. Company/Public Under taking	
8	Name of foreign collaborator, if any	

9	Whether the design are their own or obtained from other source. If form other sources, the same may be indicated.		
10	Name and address of sub-supplier, indicating equipments, or parts to be supplied by each.		
11	The name, designations, qualification & experience of Engineers employed by the tenderer in design, development and manufacturing the quoted item/ equipment.		
12	Authorised capital of the company.		
13	Total annual turnover of the firm during last Three financial years. (Balance Sheet to be enclosed in support of above)	2008-2009	
		2009-2010	
		2010-2011	
14	Actual production per year of the equipment quoted during last five financial years giving quantity and bill value rounded off to first decimal place in Rs. Lac excluding Central Excise.	2007-2008	
		2008-2009	
		2009-2010	
		2010-2011	
		2011-2012	
15	Manufacturing capacity per month of the quoted item / equipment item wise.		
16	State the name and designation of your relative (s) if any, working in Power Transmission Corporation of Uttarakhand Ltd.		
17	2% security deposit in terms of clause 3 of Form 'B' is to be deposited within 30 days of placement of order. Whether or not willing to deposit. If no, state reasons.		
18	Whether certificates or satisfactory performance of offered equipment enclosed or not. If yes give the designation of the officer issuing certificate and the quantity to which it refers.		
19	(a) Whether quoted ex-works prices are firm / variable. (b) In case of variable price, have you noted. (c) That prices variable as per Specified formula enclosed without any ceiling on either side. (IEEMA/ CACMAI Circular to be		

	Enclosed)		
20	Have you mentioned base prices indicating Prevailing as on the first day of one month before tender opening.		
21	Whether ex-works prices quoted or not		
22	Whether packing, forwarding, freight and insurance cover (for transit plus 30 days storage thereafter) has been quoted besides ex-works Prices(All these charges are to be excluded)		
23	Whether the quoted prices are also applicable for any reduced quantity order.		
24	Terms of payment as mentioned in relevant clause are acceptable or not.		
25	Give Trade Tax / Sales Tax/ VAT Registration No. (i) Central		
	(ii) State		
26	i) Details of the Income Tax return filed with the I.T department alongwith a copy of the return.		
	ii) Details of PAN no. of the Firm/ Unit/ Company/Enterprises alongwith detail of PAN No. of its proprietor/Partners/Directors.		
27	Whether the Tenderer is agreeable to supply the equipment in case of the deviations stipulated by him are not acceptable to the purchaser.		
28	Give two references (Name, Designation and complete postal address) who can certified tenderers financial status and capability to undertake such supply orders. One of the references should be of any scheduled nationalized bank in India.		
29	Have you submitted a sealed sample(s) required in the specification(non- returnable) and delivered the same to the office of		

	Deputy General Manager, Corporate (C&P-I) , Dehradun		
30	Have you offered any discount and so than what is rebate / discount in Rs. Per Unit.		

Seal of Company

Full Signature
Name
Designation
date

SCHEDULE 'G'

**Tender Specification No. CE/GZR-22/2012-
13 DEVIATIONS FROM "TECHNICAL SPECIFICATION"**

(All deviations from the " Technical specification" shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicate the amount in Tender bid Part-II schedule P2 by which the tender price will there by be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in PTCUL's Specification	Deviation
1	2	3	4

The Tenderer hereby certified that the above mentioned are the only deviations from the " technical Specification"

Seal of the Company

Signature
Name

Designation
Date

SCHEDULE 'H'

Tender Specification No. CE/GZR-22/2012-13 DEVIATIONS FROM "INSTRUCTIONS TO TENDERERS"

(All deviations from the " Instructions to Tenderers" shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicate the amount in Tender bid Part-II schedule P2 by which the tender price will thereby be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in PTCUL's Specification	Deviation
1	2	3	4

The Tenderer hereby certified that the above mentioned are the only deviations from the "Instructions to tenderers"

Seal of the Company

Signature
Name

Designation
Date

SCHEDULE 'I'

Tender Specification No. CE/GZR-22/2012-13

**DEVIATIONS FROM “GENERAL CONDITION OF CONTRACT AND ERECTION
CONDITION OF CONTRACT ”**

(All deviations from the “ General Condition of contract and Erection Condition of contract ” shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the “NIL” information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicated the amount in Tender bid Part-II schedule P2 by which the tender price will there by be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in PTCUL's Specification	Deviation
1	2	3	4

The Tenderer hereby certified that the above mentioned are the only deviations from the “General Requirement of specification”

Seal of the Company

Signature
Name

Designation
Date

SCHEDULE 'J'

Tender Specification No. CE/GZR-22/2012-13

DEVIATIONS FROM "SPECIAL CONDITION OF THE CONTRACT"

(All deviations from the " Special Condition of the Contract" shall be filled in clause by clause, in this schedule. Compliance with the Specification will be taken as granted if the deviations are not specifically mentioned in this schedule. In case there are no deviation(s) the "NIL" information should be furnished. In case the tenderer is required to agree to the standard clause then he may indicated the amount in Tender bid Part-II schedule P2 by which the tender price will there by be increased or decreased.)

Sl. No.	Page No.	Clause No. & stipulation in PTCUL's Specification	Deviation
1	2	3	4

The Tenderer hereby certified that the above mentioned are the only deviations from the "General Condition of Contract Form 'B' "

Seal of the Company

Signature
Name

Designation
Date

SCHEDULE 'O'

Tender Specification No.CE/GZR-22/2012-13

SCHEDULE OF QUOTED GUARANTEED DELIVERY / COMPLETION PERIOD

- (1) The Delivery schedule be given as per requirement given in clause 40 of Instruction to Bidder and 11.1 of Special Condition of Contract.
- (2) The Guaranteed delivery schedule will be reckoned from the date of issue of LOI / Counter offer/ LOA or date of signing of agreement which ever is earlier as the case may be.
- (3) For transport by Rail, the date of R / R and for transport by road, the date of receipt of material at Purchaser's Store Centers shall be considered as date of delivery.

Sl. No.	Name of Work.	Offered Qty.	Quantity which the firm can supply per month from date of LOI / Counter offer
1	2	3	4
1.	<div style="background-color: yellow; width: 100px; height: 15px; margin-bottom: 5px;"></div> ----- ----- -----		

Note: KINDLY QUOTE MONTH WISE DELIVERY & COMMENCEMENT TIME IF ANY FROM DATE OF LETTER OF INTENT / COUNTER OFFER.

Seal of the Company

Signature
Name

Designation
Date

(PRICE Break-up Ex. Works Price & F & I Price Components)

Schedule P-1 (Supply)

Bidder's Name & Address:

Bill of Quantity for **supply of** 132 KV DC and SC "C" type towers against tender specification No. **CE/GZR-22/2012-13**

SI No	Description of material	Unit	Provisional Quantity	Unit Ex-works prices	Unit freight	Packing Forwarding, Unloading, Stacking, insurance for transit cum 30 days storage	Excise Duty & Cess	Sale Tax/ VAT	Unit F.O.R. destination prices (5+6+7+8+9)	Total (4x10)
1	2	3	4	5	6	7	8	9	10	11
1	Supply of 220 KV Double Circuit C type towers including gust plate, anti theft fastners of required sizes, step bolts, number plate phase plate, danger plate anti-climbing device The total weight of tower including all accessories shall be approximately 10.80 MT	No.	4							

* specify rate & amount of taxes duties & levies payable on the transaction between the Contractor and other Owner and octrio/entry tax as applicable for destination site/state on all items of supply including bought-out finished items (to be identified in the Contract), which shall be dispatched directly from the sub-vendor's works to the Owner's site (sale-in-transit), only. Other taxes, duties & levies for all the bought-out items are to be included in the Ex-works Price (Col. No. 4)

**** The above quantity mentioned are for comparison purposes the exact quantities executed as per actual shall be paid.**

(Signature).....

Date :.....

(Printed Name).....

(Designation).....

(Common

SCHEDULEP-2

Tender Specification No. CE/GZR-21/2012-13

SCHEDULE OF PRICE INCREASE / DECREASE DUE TO DEVIATION FROM SPECIFICATION

Sl. No.	Description	Deviation	Price incidence (Increase / Decrease)
1	Price effect due to deviations mentioned in SCHEDULE 'G'		
2	Price effect due to deviations mentioned in SCHEDULE 'H'		
3	Price effect due to deviations mentioned in SCHEDULE 'I'		
4	Price effect due to deviations mentioned in SCHEDULE 'J'		

Seal of the Company

Full Signature

Name

FORM OF BANK GUARANTEE FOR EARNEST MONEY

(To be submitted with Bid Part-I)

(For depositing earnest money in case the amount for deposit exceeds Rs. 20,000 Bank guarantee should be on a non-judicial stamp Paper of Rs. 100.00 as per present act and should be checked by the tenderer at the time of issuing the Bank Guarantee to any change in the Stamp value.)

To,
**Chief Engineer(O&M)
Zonal Office, Garhwal Zone
POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.
Roorkee**

Sir,

WHEREAS,
Messrs.....a
company incorporated under the Indian Companies Act, its registered office at
...../a firm registered under the Indian Partnership
Act and having its business office
at..... son of
.....of Messrs.....at.....
/Sri..... son
of.....resid
ent ofat
.....Sri.....son of
.....resident of.....partners
carrying on business under the firm's and style of Messrsat
.....which is an unregistered partnership (hereinafter called the "the
Tenderer") has /have in response to your tender Notice against specification
number PTCUL/.....foroffered to supply
and / or execute the works as contained in the Tender's letter
No.....

AND WHEREAS the Tenderer is required to furnish you a Bank Guarantee for the
sum of Rs. as earnest money against the tenderer's offer
as aforesaid:

AND WHEREAS we
.....(name and full
address of the bank) have at the request of the tenderer agree to give you the
guarantee a hereinafter contained.

NOW THEREFORE in consideration of the promises, we the undersigned hereby,
covenant that the aforesaid tender of the tenderer shall remain open for acceptance

by you during the period of validity as mentioned in the tender or any extension here of you and the tenderer may subsequently agreed and if the tenderer shall for any reason back out whether expressly or impliedly from his said tender during the period of its validity or any extension thereof as aforesaid, we hereby guarantee to you the payment of sum of Rs on demand notwithstanding the existence of any dispute between the Power Transmission Corporation of Uttarakhand Ltd. and the tenderer, in this regard AND we hereby further agree as follows:

- (a) That you may without affecting this guarantee grant time or other indulgence to or negotiate further with the tenderer in regard to the conditions contained in the said tender and hereby modify these conditions or add thereto any further conditions a may be mutually agreed upon between you and the tenderer.
- (b) That the guarantee hereinbefore contained shall not be affected by any charge in the constitution of our Bank or in the constitution of the tenderer.
- (c) That any account settled between you and the tenderer shall be conclusive evidence against us of the amount due hereunder and shall, not be questioned by us.
- (d) That this guarantee commences from the date hereof and shall remain in force till the tenderer, if his tender is accepted by you, furnishes the security as required under the said specifications and executes a format agreement as therein provided or till six months after the period of validity or the extended period or validity, as the case may be of tender whichever is earlier.
- (e) Notwithstanding anything contained above of the Guarantor hereunder is restricted to the said sum of Rs..... and this guarantee shall expire on the..... Day of2007 Unless a claim under the guarantee is filled with the Guarantor within six months of such date. All claims shall laps and the Guarantor shall be discharge from the guarantee.
- (f) That the expressions 'the tender' and the Bank the Power Transmission Corporation of Uttarakhand Ltd. herein used shall, unless such interpretation is repugnant to the subject or context include their respective successors and assigns.
- (g) We.....(Name of Bank) lastly undertake to pay to the (PTCUL) any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) /supplier(s) in any suit or proceeding pending before any court or Tribunal relating arbitration there to of liability under the present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s)/ supplier(s) shall have not claim against us for making such payment.

Yours Faithfully

PERFORMA FOR PERFORMANCE BANK GUARANTEE

POWER TRANSMISSION CORPORATION OF UTTARAKHAND LTD.

THIS DEED OF GUARANTEE MADE on theday of.....by the.....(hereinafter called “ the Guarantor”) of the part in favour of Power Transmission Corporation of Uttarakhand Ltd. (herein after called “ the Purchaser”) of the other part.

WHEREAS in accordance with the contract agreement dated the day of (hereinafter called “ the said contract”) entered into between the Purchaser and Messer’s. a Company within the meaning of the Companies Act. And having its registered office at..... (hereinafter called “ the contract”) the Contractor agrees to supply/to execute the work to the Purchaser the As provided in the said contract.

AND WHEREAS the payment terms under the said Contract provide that in order to take 100% payment of the contract value the contractor shall furnish to the Purchaser a Bank Guarantee in the sum of 10% value of each consignment dispatched valid for.....

AND WHEREAS instead of furnish separate guarantees as aforesaid the Contract wishes to furnish one guarantee in the sum of 10% value of the Contract valid for..... and reckoned from the date.....

NOW THIS DEED WITNESSES AS FOLLOWS

1. In consideration of the promises the guarantor hereby undertakes that the Contractor shall duly supply the aforesaid material of the said Contract failing which the Guarantor shall pay to the purchaser on demand such amount or amounts as the Guarantor may be called upon to pay the maximum aggregate to Rs..... being 10% of the Contract value.
2. The Guarantor shall pay to the Purchaser on demand the sum under Clause 1 above without demur and without requiring the Purchaser to invoke any legal remedy that may be available to it to compel the Guarantor to pay the same or to compel such performance by the Contractor, provided that where the Guarantor consider the demand of the Purchaser unjustified shall nevertheless pay the same though under protest to the Purchaser and shall not withhold payment on that account.
3. This guarantee shall come into force from the date hereof and shall remain valid for Calendar month from the date of the of last consignment of goods dispatched which date of dispatch according to contract is the date of of however, the period of the contract is for any reason extended thereby extending the said date and upon such extension, if the contractor fails to furnish a fresh or renewed Bank Guarantee for the extended period, the Guarantor shall pay to the Purchaser the said sum of Rs..... or such lesser sum as the Purchaser may demand.

4. The guarantee herein contained shall not be affected by any change in the Constriction of the Guarantor or of the Contractor.
5. Any account settled between the Contractor and the Purchaser shall be Conclusive evidence against the Guarantor of the amount due and shall not be questioned by the Guarantor.

6. The neglect or forbearance of the Purchaser in enforcement of payment of any moneys the payment whereof is intended to be hereby secured or the giving of time by the Purchaser for the payment thereof shall in no way relievier the Guarantor of its liability under this deed.
7. The Purchaser and the Contractor will be at liberty to carry out any modifications in the said Contract during the terms of the said contract and any extension thereof, notice of which modification to the Guarantor is hereby waived.
8. The expression " The Purchase" and the Guarantor" and "The Contractor" shall unless there be anything repugnant to the subject or context include their respective successors and assigns.
9. Not withstanding anything contained above, the Guarantee hereunder is restricted to the said sum of Rs. And this guarantee shall expire on the day of Unless claim under the guarantee is filed within six months of such date, all claim shall lapse and the Guarantor shall be discharged from the guarantee.

IN WITNESS HEREOF

For and on behalf of the Guarantor has signed this deed on the day and year first above written.

Witness

1.

Signed by

Guarantor

For and on behalf of the

2.

**AGREEMENT
(REFERRED TO IN CLAUSE 3)**

THIS AGREEMENT made on the -----day of -----
Between -----hereinafter referred to as (' The Contractor") of the one part
and the Power Transmission Corporation of Uttarakhand Ltd. (hereinafter called ' Purchaser') of the other part.

WHERE AS the Purchaser is about to supply and delivery the
(hereinafter called 'The Works') and for the purpose required the plants and
machinery mentioned, enumerated and specified to in certain general conditions,
schedules, drawings, form of Tender covering letter and schedule of prices which, for
the purpose of identification has been signed by -----, on behalf of
the contractor and ----- (the Engineer or the
purchaser) on behalf of the Purchaser of which , are deemed to form part of this
Contract as though as separately set out herein and are included in the expression
'Contract' whenever herein used.

AND WHERE AS the Purchaser has accepted the tender of the Contractor for the
supply and delivery of the said plant and machinery for the sum of Rs -----
-----Upon the terms and subject to the conditions here in after
mentioned.

**NOW THESE PRESENT WITNESS and the parties here to hereby agree and
declare as follows, that is to say, in consideration of the payment to be made
to the Contractor by the Purchaser (as hereinafter mentioned " the
Contractor") shall and will duly provide the said plant and machinery of said
work on the terms and conditions mentioned in the Contract.**

AND in consideration of the due provisions of the said plant and machinery by the
Contractor and due performance of his part of the Contract, the Purchaser does
hereby for himself, his successors or such assigns convenient with the Contractor
that he (the Purchaser) his successors or assigns will pay to the Contractor the said
sum of Rs -----or such other sums as may become payable
to the Contractor under the provision of this Contract, such payments to be made as
such time and in such manner as is provided by this Contract.

**IN WITNESS WHEREOF the Parties here to have signed this Deed hereunder
on the dates respectively mentioned against the signature of each.**

Signed by

(for and on behalf of Purchaser)
Contractor)
by date in the presence of

Signed by

(for on behalf of
by date in the presence of

(1)

(1)

(2)

(2)