

VOLUME-I**PART-III****GENERAL TERMS & CONDITIONS OF CONTRACT (GCC)****Preamble**

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

Wherever the contents, terms and conditions mentioned in technical specification differ from those mentioned in Part-III General Conditions of Contract (GCC), the former shall prevail.

A. DEFINITION AND INTERPRETATION:**1.0 DEFINITION OF TERMS**

- 1.1 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.
- 1.2 'The contract' means the agreement entered into between owner/ Nigam and contractor as per the contract agreement signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference there in.
- 1.3 'Contractor' or 'Supplier' shall mean the bidder whose bid will be 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 The 'CMD' shall mean the Chairman-cum-Managing Director, Rajasthan RajyaVidyutPrasaran Nigam Ltd., Jaipur.
- 1.5 'Consulting Engineer' /'consultant' shall mean any firm or person duly appointed as such from time to time by the owner.
16. The term 'Contract price' shall mean the lumpsum price quoted by the contractor in his bid with additions and 'or deletions as may be agreed and incorporated in the letter of Award, for the entire scope of the works.
- 1.7 'Commercial operation' shall mean the conditions of operation in which the complete equipment covered under the contract is officially declared by the owner to be available for continuous operation at different loads upto and including rated capacity, such declaration by the owner, however, shall not relieve or prejudice the contractor of any of his obligations under the contract.

- 1.8 'Codes' shall mean the following, including the latest amendments, and/or replacements if any:
- a) Indian Electricity Act.2003, and Rules and Regulations made there under.
 - b) Indian Factory Act.1948, and rules and regulations made there under.
 - c) Indian Explosive Act.1884, and rules and regulations made there under.
 - d) Indian Petroleum Act, 1934, and rules and regulations made there under.
 - e) A.S.M.E. Test codes.
 - f) A.I.E.E. Test codes.
 - g) American Society of Materials Testing codes.
 - h) Standards of the Indian Standards Institution.
 - i) Other Internationally approved standards and/or rules and regulations touching the subject-matter of the contract.
- 1.9 'Contract Performance Guarantee' shall also mean 'Contract Performance Security'.
- 1.10 'Date of contract' shall mean the date on which notice of award of contract/letter of Award has been issued.
- 1.11 'Drawings', 'Plans' shall mean all:
- a) Drawings furnished by the owner/consultant as a basis for 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.
- 1.12 "Facilities" means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.
- 1.13 The term 'Final Acceptance/Taking over' shall mean the owner's written acceptance of the work performed for Plant and Equipments under the contract , after successful commissioning/completion of performance and guarantee tests, as specified in the accompanying Technical specification or otherwise agreed in the contract.

- 1.14 '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.
- 1.15 'Engineer' shall mean the officer appointed in writing by the Owner to act as Engineer from time to time for the purposes of the contract.
- 1.16 The term 'Equipment Portion' of the contract price shall mean the ex-works value of the equipment.
- 1.17 The terms 'Equipment', 'Stores' and 'Materials' shall mean and include equipment , stores and materials to be provided by the contractor under the contract.
- 1.18 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 test to be performed at site by the contractor including cost of insurances.
- 1.19 'Inspector' shall mean the owner or any person nominated by the owner from time to time, to inspect the equipment, stores or works under the contract and/or the duly authorized representative of the owner.
- 1.20 "Installation Services" means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor's Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc.
- 1.21 'Latent Defects' shall mean such defects caused by faulty design, material or workmanship which cannot be detected during inspection, testing etc. based on the technology available for carrying out such tests.
- 1.22 'Manufacturer's Works' or 'Contractor's Works'.shall mean the place of work used by the manufacturer, the contractor, their collaborators /associate or sub-contractors for the performance of the contract.
- 1.23 "Month" means calendar month of the Gregorian calendar.
- 1.24 "Nigam" shall mean the RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD represented by Chairman cum Managing Director and shall include their legal personnel, representative successors and assigns. The "Nigam" or "Purchaser" shall mean the Nigam.
- 1.25 Notice of Award of Contract/'Letter of Award'/'Telex of award' shall mean the official issue date of detailed award/ order.
- 1.26 "Owner" means the firm/corporation/government entity, named in the SCC, who has decided to set up the Facilities and shall includes the legal successors or permitted assigns of the Owner.
- 1.27 "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided. Plant and equipment are produced when, through

manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

- 1.28 "Plant and Equipment" means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract (including the spare parts to be supplied by the Contractor under GCC Sub-Clause 4.0 hereof), but does not include Contractor's Equipment.
- 1.29 'Performance and guarantee test' shall mean all operation al checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the contract documents.
- 1.30 "SCC" means the Special Conditions of Contract.
- 1.31 'Specifications' shall mean the specification and bidding document forming a part of the contract and such other schedules and drawings as may be mutually agreed upon.
- 1.32 '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 owners or contractor in the performance of the contract.
- 1.33 "Subcontractor"/"vendor"/"sub-vendor" means firms/ corporations/government entities to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is sub-contracted directly or indirectly by the Contractor with the consent of the Nigam in writing, and includes its legal successors or permitted assigns.
- 1.34 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.
- 1.35 'Works' shall mean and include the furnishing of equipment, labour and services, as per the specifications and complete erection, testing and putting into satisfactory operation including all transportation, handling, unloading and storage at the site as defined in the contract.
- 1.36 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 1.36A 'JV' & 'JV Agreement' shall mean as detailed in ITB clause 9 as furnished with the bid if context so arises.
- 1.37 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.
- 1.38 Words imparting 'person' shall include firms, companies, corporation and associations or bodies of individuals, whether incorporated or not.
- 1.39 Terms and expressions not herein defined shall have the same meanings as are assigned to them in the Indian Sales of Goods Act(1930), falling that in the Indian Contract Act(1872) and falling that in the General clauses Act (1897) including

amendments thereof if any. The various Acts and Regulations are normally available for sale from the following addresses:

- i) Deputy Controller.,
Publication Department
Government of India,
Civil Lines, DELHI-110006.
- ii) Deptt. of Publication,
(Government of India),
KitabMahal, Unit No.21, Emporia Building,
Baba Khark Singh Marg, NEW DELHI-110001.
Or
With leading authorized government of India Book - sellers.

2.0 Interpretation

2.1 Contract

The Contracts to be entered into with the successful Bidder shall be as defined in **SCC**.

2.2 Contract Documents

2.2.1 The term contract documents shall mean and include the following which shall be deemed to form an integral part of the contract.

- a) Invitation of Bid including letter forwarding the bidding documents, Instructions to bidders, general terms and conditions of contract and all other documents included under Volume I and the Special conditions of contract.
- b) Contract agreement duly executed in relevant form of Part-VI, Annexures.
- c) Specifications of the equipment to be furnished and erected under the contract as brought out in the accompanying Technical specifications.
- d) Contractor's bid proposal and the documents attached thereto including the letters of clarifications thereto between the contractor and the owner/consultant prior to the Award of Contract except to the extent of repugnancy.
- e) All the materials, literature, data and information of any sort given by the contractor along with his bid, subject to the approval of the owner/consultant.
- f) Letter of Award and any agreed variations of the conditions of the documents and special terms and conditions of contract, if any.

g) JV Agreement

2.2.2 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 and binding upon the parties.

2.3 Language & Measures

All documents pertaining to the contract including specification, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric system of measurement shall be used exclusively in the contract.

2.4 Singular and Plural

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

2.5 Headings

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

2.6 Entire Agreement

Subject to GCC Sub-Clause 15.0 hereof, the Contract constitutes the entire agreement between the Nigam and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

2.7 Amendment

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

2.8 Independent Contractor

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

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

2.9 Joint Venture

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

2.10 Non-Waiver

- 2.10.1 Subject to GCC Sub-Clause 2.10.2 below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- 2.10.2 Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 2.11 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 2.12 Country of Origin
- "Origin" means the place where the materials, equipment and other supplies for the Facilities are mined, grown, produced or manufactured, and from which the services are provided. Plant and equipment are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.13 Notices
- 2.13.1 Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, special courier, telegraph, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party set out in the Contract Agreement, with the following provisions:
- (a) Any notice sent by telegraph, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by special courier, except as otherwise specified in the Contract.
 - (b) Any notice sent by special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by special courier. Provided further that whenever the postal authorities or courier service provide a proof of delivery, the same shall also be applicable for presenting the fact of dispatch.
 - (c) Any notice delivered personally or sent by telegraph, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

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

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

2.14 Governing Law & its Jurisdiction

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

B. SUBJECT MATTER OF CONTRACT

3. Scope of Facilities

3.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligation shall include the provision of all Plant and Equipment and the performance of all Installation Services required for the design, the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant and Equipment and the installation, completion, commissioning and performance testing of the facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical specifications. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labour, materials, equipment, spare parts (as specified in GCC Clause 4 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including without limitation, custom clearance, port handling, unloading and hauling to, from and at the Site); storage and training except for those supplies, works and services that will be provided or performed by the Nigam.

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

4.0 Spares

4.1 All the spares for the equipment under the contract will, strictly, conform to the specification and documents and will be identical to the corresponding main equipment/components supplied under the contract and shall be fully interchangeable.

4.2 All the mandatory spares covered under the contract shall be produced alongwith the main equipment as a continuous operation and the delivery of the spares will be effected alongwith the main equipment in a phased manner and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed network. In case of recommended spares the above will be applicable provided the order for the recommended

spares has been placed with the contractor prior to commencement of manufacture of the main equipment.

4.3 The quality plan and the inspection requirement finalized for the main equipment will also be applicable for the corresponding spares.

4.4 The contractor will provide the owner with the manufacturing drawings, catalogues, assembly drawings and any other document required by the owner so as to enable the owner to identify the recommended spares. Such details will be furnished to the owner as soon as they are prepared but in any case not later than six months prior to commencement of manufacture of the corresponding main equipment.

4.5 The contractor will provide the owner with all the addresses and particulars of his sub-suppliers while placing the order on vendors for items/components/equipments covered under the contract and will further ensure with his vendors that the owner, if so desires, will have the right to place order(s) for spares directly on them on mutually agreed terms based on offers of such vendors.

4.6 Warranty for spares

The contractor shall warrant that all spares supplied will be new and in accordance with contract documents and will be free from defects in design, materials and workmanship and shall further guarantee as under:

4.6.1 For 5 years operational spares (both mandatory and recommended)

a) The spares of both categories (i.e. Mandatory & Others as recommended by the contractor for five (5) years successful operation will be manufactured with main equipment, the warranty of such equipments will be 36 months from the scheduled date of commercial operation of the last unit of main equipment under the contract. In case of any failure in the original component/equipments due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to the owner unless a joint examination and analysis by the owner and the contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same warranty as applicable to the replacement made for the defective original part/component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the contractor as soon as they have been replaced by the contractor.

b) For the item of spares ordered/to be ordered by the owner for 5 years operational requirement of the equipment, which are not manufactured as a continuous operation together with the manufacture of the corresponding main equipment/component, will be warranted for 250 days of trouble free operation if used within a period of 36 months (reckoned from the date of delivery at site). However, if such spare parts are put to use after 36 months of the

delivery at site then the guarantee of such spares will stand valid till the expiry of 54 months from the scheduled date of the completion of commissioning of the last unit of equipment or 250 days of trouble free operation after such spares are put in service, whichever is earlier.

- 4.6.2 The warranty of spares that are not used within 36 months from the respective dates of the delivery at site covered in para (b) above will, however, be subject to the condition that all such spares have been stored/maintained /preserved in accordance with contractor's standard recommended practice, if any, and the same have been furnished to the owner.
- 4.7 To enable the owner to finalize the requirement of recommended spares which are ordered subsequent to placement of order for main equipment in addition to necessary technical details catalogue and such other information brought- out here-in-above, the Contractor will also provide a justification in support of reasonableness of the quoted prices of spares which will, inter-alia, include documentary evidence that the prices quoted by the contractor to the owner are not higher than those charged by them from other customers in the same period.
- 4.8 In addition to the spares recommended by the Contractor, if the owner further identifies certain particular items of spares, the contractor will submit the prices and delivery quotations for such spares within 30 days of receipt of such request with validity period for 6 months for consideration by the owner and placement of order for additional spares if owner so desires.
- 4.9 The contractor shall guarantee the long term availability of spares to the owner for the full life of the equipment covered under the contract. The contractor shall guarantee that before going out of production of spare parts of the equipment, he shall give the owner at least twelve (12) months advance notice so that the later may order his bulk requirement of spares, if he so desires. The same provision will also be applicable to Sub-contractor of any spares by the contractor or his sub-contractors. Further, in case of discontinuance of manufacture of any spares by the contractor or his sub-contractors, the contractor will provide the owner, two years in advance, full manufacturing drawings, material specifications and technical information required by the owner for the purpose of manufacture of such items.
- 4.10 Further in case of discontinuance of supply of spares by the contractor or his sub-contractors, the contractor will provide the owner with full information for replacement of such spares with other equivalent makes, if so required by the owner.
- 4.11 The prices of all future requirements of items of spares beyond 5 years operational requirement will be derived from the corresponding ex-works price at which the order for such spares have been placed by owner as part of mandatory spares or recommended spares. Ex-works order price of future spares shall be computed in accordance with the price of spares indicated in the contract. The above option for procuring future long term

requirement of spares by the owners shall remain valid for a period of 5 years from successful completion of commissioning last unit of equipment.

- 4.12 The contractor will indicate in advance the delivery period of the items of spares, which the owner may procure in accordance with above sub-clause. In case of emergency requirements of spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.
- 4.13 In case the contractor fails to supply the mandatory, recommended or long term spares in accordance with the terms stipulated above, the owner shall be entitled to purchase the same from alternate sources at the risk and the cost of the contractor and recover from the contractor. The excess amount paid by the owner over the rates worked on the above basis. In the event of such risk purchase by the owner, the purchases will be as per the works and procurement policy of the owner prevalent at the time of such purchases and the owner at his option may include a representative of the contractor in finalizing the purchases.
- 4.14 It is expressly understood that the final settlement between the parties in terms of relevant clauses of the bidding documents shall not relieve the contractor of any of his obligations under the provision of long term availability of spares unless otherwise discharged in writing by the owner.
- 4.15 In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Nigam shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

5.0 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.

6.0 Time- The Essence of Contract

- 6.1 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 on facilities so as to complete it not later than the date agreed to.
- 6.2 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 Notice of Award of contract. 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 submitted with the owner and the agreed network shall form part of the contract documents. As provided in the clause of Terms of payment in this part finalization of the network/BAR charts will be precondition to release of any initial advance to the contractor. 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.

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

6.4 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.

6.5 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.

7.0 **Completion of Contract**

7.1 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 Part of the Volume-I.

C. Payment

8. Contract Price

8.1 The Contract Price shall be as specified in Letter of Award.

8.2 The Contract Price shall be subject to adjustment in accordance with the provisions of Price Adjustment to the Contract Agreement. The Contract Price shall be increased or reduced on account of variation in quantity in accordance with Clause 42 of GCC.

8.3 Subject to site conditions, examination & Validation of various project data and estimation of difficulties in successful performing of facilities, the Contractor shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

9.0 Payment Procedure & Terms

9.1 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 payment made during the contract shall be on account payments only. The final payment will be made on completion of all works and on fulfilment by the contractor of all his liabilities under the contract.

9.2 Currency of payment

All payments under the contract shall be in Indian Rupees only

9.3 Due dates for payment

The initial advance amount shall be payable after fulfilment of all the conditions laid down in the General conditions of contracts, clause 9.7 below and receipt of the Contractor's invoice alongwith all necessary supporting documents for such advance payment. The price component of the initial advance amount will become due for payment within thirty (30) days of receipt of the contractor's invoice. Owner will make interim advance payment and progressive payment as and when the payment is due as per the terms of payment set forth in the subsequent clauses. Progressive payments shall be payable by the owner generally within (30) days of the date of receipt of contractor's bill/invoice note by the owner, provided the documents submitted are complete in all respects and contractor have fulfil all contractual formalities. All out efforts shall be made by Nigam to make the due payments in 30 days as above, however no interest on delayed payment shall be payable and such delay will not entitle contractor for any compensation or extension in time.

9.4 Payment schedule

The contractor shall prepare and submit to the Engineer for approval, a detailed break-up of Lumpsum/ Lot/ Set/Job Items. This complete detailed price break-up shall be furnished in accordance with the agreed detailed PERT network of the contractor setting forth his starting and completion dates for the various key phases of Supplies/ Works prepared as per condition in Clause 6.0 of this Part GCC of Volume I for scheduling of payments. Any payment for items identified as Lumpsum/ Lot/ Set/Job Items under the contract shall only be made after the contractor's price breakup is approved by the Engineer.

9.5 Application for payment

9.5.1 The contractor shall submit application for the payment in the prescribed proforma of the owner. Proforma for application for payment is enclosed as Annexure-VI Part-VI of Volume I.

9.5.2 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.

9.5.3 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, or has been performed, at the date of certificate prematurely.

9.6 Mode of payment

9.6.1 Payment due on despatch of equipment shall be made by the owner directly to the contractor as per the payment schedule.

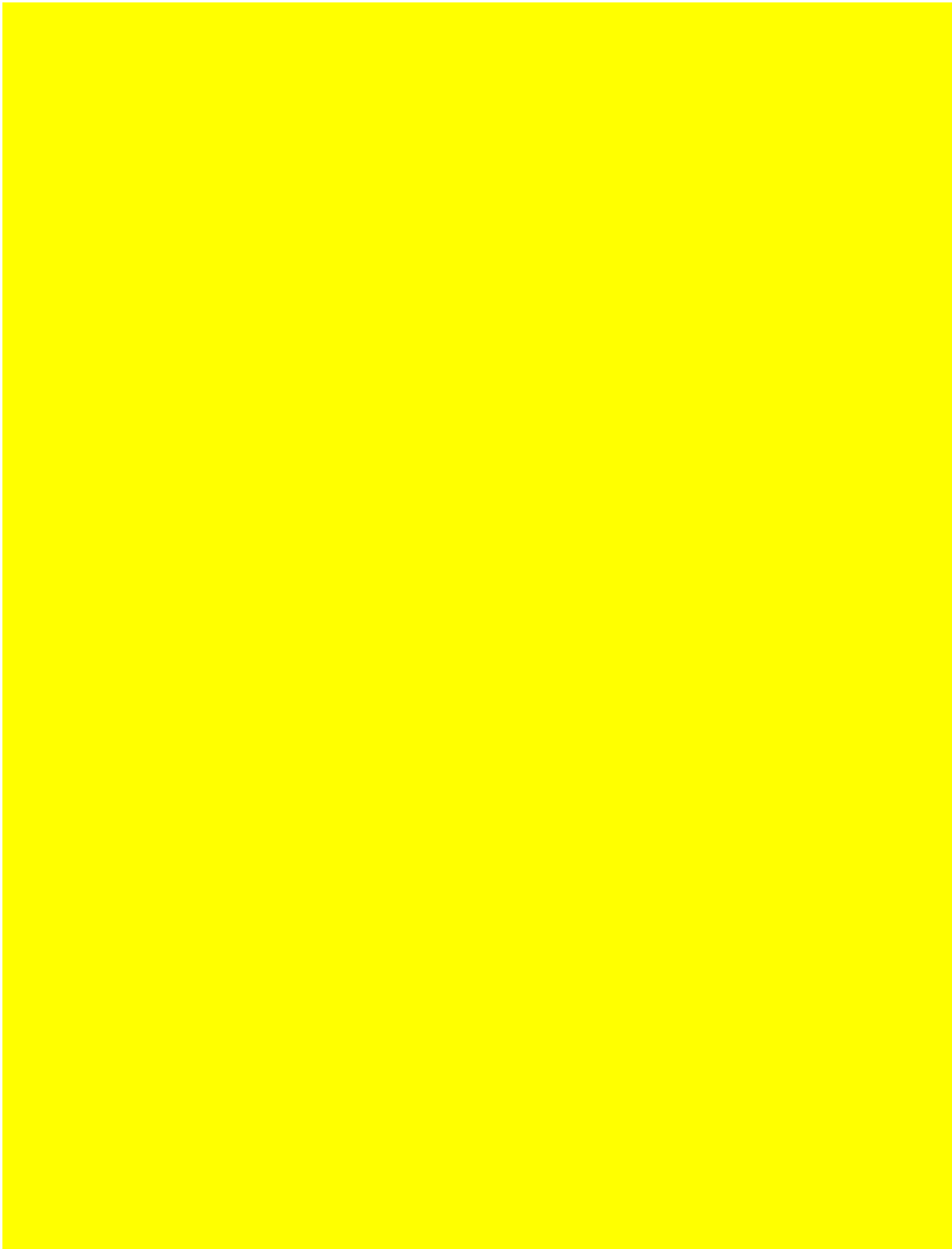
9.6.2 The payment of the advance, test charges, if any, price adjustment, any other supply payment, taxes and duties(whenever admissible) inland

transportation(including port handling), insurance and the erection portion of the works shall be made direct to the contractor by the owner.

9.7 Terms of payment

This clause stands Deleted from here.

For Details Please refer "Annexure to General Conditions of Contract " under Clause no. "J" Under Head "Terms of payment".



10.0	Guarantee
10.1	Contract Performance Guarantee

- 10.1.1 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 **Thirty Six (36) calendar months from TOC (Taking over certificate) of the project commencing** immediately upon the satisfactory commissioning of all equipments of facility through Contract Performance Guarantee of the amount equivalent to **03%** of the Contract Value plus additional performance securities, if any, in line with the requirement of Qualification Requirements. 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, materials and/or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the equipment. Such replaced/defective parts 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.
- 10.1.2 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 be notified 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.
- 10.1.3 If it becomes necessary for the contractor to replace or renew any defective portions of the works, the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of **Thirty Six (36) months** from the date of such replacement or renewal for all equipments. 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 the owner may have against the contractor in respect of such defects.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 The acceptance of the equipment by the Engineer shall in no way relieve the contractor of his obligations under this clause.
- 10.1.7 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.

10.1.8 At the end of the contract performance guarantee Period, the Contractor's Liability ceases except for latent defects. The Contractor's liability for latent defects warranty shall be limited to period of Five (5) years from the end of contract performance guarantee Period. For the purpose of this clause, the latent defects shall be the defects inherently lying within the material or arising out of design deficiency, which do not manifest themselves during the contract performance guarantee Period defined in this GCC Clause 10, but later. Such defects also include defects observed in such material / equipment which occur due to common mode failure elsewhere apart from RVPN.

In respect of goods supplied by sub-contractors to the contractor where a guarantee (more than (36) months) is provided by such sub contractor, the owner shall be entitled to benefit of such longer guarantee.

10.1.9 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 operation 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.

10.2 Manufacturer's Warranty and Mode of Bank Guarantee [Common for all types]

10.2.1 A manufacturer's warrantee on Rs. 500.00 Rajasthan State Non Judicial stamp paper in the proforma prescribed. Such warrantee shall be attested either by a first class Magistrate or Notary Public.

10.2.2 All the bank guarantees towards advance, bid security & performance security shall have to be furnished from an Indian scheduled/nationalized bank on the Rajasthan State Non judicial stamp paper of appropriate value as per Rajasthan Stamp duty Act (purchased in the name of guarantor/issuing bank) duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bank towards advance/security/Performance security in favour of "The Chief Engineer (Contracts), RVPN, Jaipur". All the Bank Guarantees shall be submitted to the purchaser.

10.2.3 The bank guarantees should remain valid upto the last day of calendar month and be furnished in whole rupees.

10.2.4 The contractor shall keep the Bid Bank Guarantee valid till the Performance Security submitted by him is accepted by the purchaser.

10.2.5 Bank charges or any other charges, if any, shall be to the Contractor's account. If the Contractor fails to provide the Security within the period specified, such failure shall constitute a breach of the Contract and the Nigam shall be entitled to make other arrangements at the risk and expenses of the Contractor and the Bid Security deposited by the Contractor shall stand forfeited by the Nigam.

10.2.6 All the bank guarantees towards advance, bid security & performance security shall be paid to Nigam on first demand without conditions or proofs.

10.2.7 The Bank Guarantees shall be furnished by the bidder / contractor, after checking the same correctly as per the checklist.

10.3 Indemnity

10.3.1 For the equipment/material to be provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorization letter from Nigam as per proforma enclosed in Part-VI, Vol-I, in favour of the Nigam against loss, damage and any risks involved for the full value of the materials. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date of Taking Over of the equipment by the Nigam.

10.3.2 In case of Contracts, where the Nigam hands over his equipment/ material to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the equipment/ material through Bill of Lading or other despatch documents, furnish trust Receipt for Plant, Equipment and Materials and also execute an Indemnity Bond in favour of the Nigam in the form acceptable to the Nigam for keeping the equipment in safe custody and to utilize the same exclusively for the purpose of the said Contract. Samples of proforma for the Trust receipt and Indemnity Bond are enclosed in Part-VI, Vol-I. The Nigam shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of plant, equipment and materials from the Nigam as per proforma in Part-VI, Vol-I.

11.0 Taxes and Duties

11.1 The Contractor shall be entirely responsible for payment of all taxes, duties, license fees and other such levies legally payable/incurred until delivery of the contracted supplies to the Nigam.

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

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

11.3 In respect of direct transaction of Equipment/ Items between the Nigam and the contractor **or** bought out finished items which shall be dispatched directly from the sub-vendor's works to the Nigam's site (sale-in-transit) **or** bought out off the shelf items **or** imported Equipments/items offered as 'Off the Shelf' **or** dispatched directly from the Indian Port of disembarkation, the Unit Rate is inclusive of all cost as well as duties and tax (viz., custom duties & levies, taxes and duties etc.) paid

or payable on components, raw materials and any other items used for their consumption incorporated or to be incorporated in the Plant & Equipment.

The Unit Rate for Equipments/ items as above shall not include GST (Goods & Service Tax). GST (Goods & Service Tax) for the Equipment/items as above shall be mentioned separately in the price schedule. These amounts will be payable (along with subsequent variation if any), by the Nigam on the supplies made by the Contractor. Nigam shall, however, issue requisite tax declaration form, if applicable.

For payment/reimbursement of GST (Goods & Service Tax) invoices raised by the Contractor/ Pre-numbered Invoices duly signed by authorized signatory, as applicable shall be accepted as documentary evidence.

- 11.4 The Bidder shall quote the charges for Services exclusive of applicable GST (Goods & Service Tax). The bidder shall give GST registration number. Depositing the GST with appropriate authority within stipulated period shall be the bidder's liability.
- 11.5 Any other taxes and duties not covered under the GST but applicable on Work contracts for supply and services to be performed in India, as applicable, is required to be included in Contract Price and Nigam would not bear any liability on this account. Nigam shall, however, deduct such taxes at source for supply and services and issue Tax Deduction at Source (TDS) Certificate to the Contractor, if applicable.
- 11.6 For the purpose of the Contract, it is agreed that the quoted Price specified in Contract is based on the taxes, duties, levies and charges prevailing at the last date of bid submission (hereinafter called "Tax" in this GCC Sub-clause 11.6).

If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract (i.e. during scheduled completion period as per contract), which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction there from, as the case may be, in accordance with GCC Clause 40 (Changes in Laws and Regulations) hereof.

Beyond the scheduled completion period, the arisen additional liability, if any, consequent to statutory variation in taxes over and above applicable taxes at the end of stipulated completion period shall be on the account of the contractor. However arisen benefit, if any, shall be to the account of Nigam.

11.7 **Royalty**

In pursuance of the notification issued by Department of Mines, Government of Rajasthan vide circulars dt.15.11.11, 18.10.12 & 9.1.13 regarding royalty determination and deposition of the same in the department of Mines & Geology, the contractor shall be responsible for legitimacy of the civil material used in construction of the transmission line/ Substation. The contractor shall also be responsible for compliance of the instructions contained in the said circulars and

further amendments, if any. The payment of RA bills shall be made after ensuring compliance of the guidelines contained in the above circulars by the contractor.

In case any liability / dues against royalty is finalized by the Department of Mines, GOR, the firm shall be fully responsible for payment of such dues to the Mining Department or the same may be deducted / recovered by the Nigam from the financial hold available under this contract or any other contract of Nigam or its successor companies of erstwhile RSEB.

12.0 Price Adjustment

12.1 The Bidder shall quote base price for the supply Price components of the equipment/materials and erection price components. These price components paid by Purchaser for certain equipment/ materials, as specified, shall be subject to price adjustment to reflect changes in the cost of labour and material components as per the price adjustment provisions contained herein.

12.2 The supply price components of Erection Hardware, Control & Relay Panels, Bus Post and Disc Insulators, LT Switchgear, Battery & Battery Chargers, DG Set, C&F, PLCC Equipment, Illumination System, Air Conditioning System, Fire Protection System, Substation Automation, spares and testing & maintenance equipment etc. and other items not specifically mentioned below shall remain firm and no price adjustment, whatsoever, shall be applicable for the price component of these items. Further, prices for Survey, type test, freight & insurance, training & handholding, Maintenance Charges and other charges, if any, shall be firm and no price adjustment shall be applicable for these price components.

12.3 Price Adjustment on Unit Rate/ Prices:

12.3.1 The Unit Rate/ prices of main equipment viz.

For EHV Substations:

Auto/ Power Transformer, Shunt Reactors, LT Transformers, CB, CT, CVT, Isolators, Surge Arrestor, Cables & Structures; the complete equipment procured as spares (for CB, CT, CVT, Isolators, SA only),

For EHV Lines:

Tower Material, Earth Wire, GI Bolts & Nuts, GI Step Bolts, Electro-Galvanized Spring Washers shall be subject to price adjustment as per relevant price variation formula wherever applicable appended at Annexure-B.

12.3.2 For the purpose of price adjustment, the date of despatch means the date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam), scheduled date of dispatch or actual date of dispatch or actual date of erection (If applicable and falling after contractual completion period), whichever is beneficial to the Nigam. Scheduled date of dispatch will be Ex-work date of dispatch, governed by the accepted Bar Chart/PERT Network for supplies wherein supply schedule for main equipment/ Items, cables, structures etc. will be indicated. Further, no price increase shall be allowed beyond the original delivery dates unless specifically

stated in the Time Extension Letter, if any, issued by the Owner. The Owner will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delivery of Goods beyond the original delivery dates. Therefore, in case of delivery of Goods beyond the original delivery dates, the liability of the Owner shall be limited to the lower of the price adjustment amount which may work out either on date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam) or schedule date or actual date of despatch of Goods or actual date of erection (If applicable and falling after contractual completion period).

12.3.3 Provisional & Final Price Adjustment:

The contractor shall submit the price adjustment claims as follows:

Provisional Price Adjustment:

The contractor shall submit the provisional price adjustment claim (after shipment of material at site) considering the date of dispatch as the date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam), scheduled date of dispatch or actual date of dispatch, whichever is beneficial to the Nigam.

Final Price Adjustment:

The contractor shall submit the Final price adjustment claim (after erection of material at site) considering the date of dispatch as the date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam), scheduled date of dispatch or actual date of dispatch or actual date of erection (If applicable and falling after contractual completion period), whichever is beneficial to the Nigam.

12.3.4 Price Adjustment Ceiling:

The total adjustment for LT Transformer, Auto/ Power Transformer, Reactor, CB, CT, CVT, Surge Arrestor, ISO, Power & Control Cables and Sub-station Structures [for EHV Substations] and Tower Material, Earth Wire, GI Bolts & Nuts, GI Step Bolts, Electro-Galvanized Spring Washers [for EHV Lines] shall not be subject to any ceiling whatsoever individually of the respective Ex-works prices of LT Transformer, Auto/ Power Transformer, Reactor, CB, CT, CVT, SA, ISO, Power & Control Cables and Sub-station Structures [for EHV Substations] and Tower Material, Earth Wire, GI Bolts & Nuts, GI Step Bolts, Electro-Galvanized Spring Washers [for EHV Lines].

12.4 Price Adjustment on Erection Prices:

12.4.1 The Erection Price Component (including charges for civil works) shall be subject to price adjustment as per price variation formula wherever applicable appended at Annexure-B.

12.4.2 For the purpose of price adjustment, the billing period shall mean the billing period as per Contract time schedule i.e., the agreed Bar Chart or actual period, whichever is beneficial to the Nigam. The Billing period for various

erection activities will be as per agreed erection Bar Chart indicating monthly schedule of erection activities for completion of works. Further, no price increase shall be allowed beyond the original erection dates unless specifically stated in the Time Extension letter, if any, issued by the Owner. The Owner will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delays beyond the original erection dates. Therefore, in case of delays beyond the original erection dates, the liability of the Owner shall be limited to lower of the price adjustment amount which may work out either on schedule date or actual date of erection (including civil works).

12.4.3 Price Adjustment Ceiling:

The total price adjustment for Erection (including charges for civil works) Price Component shall not be subject to any ceiling whatsoever.

12.5 In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.

12.6 The Contractor shall promptly submit price adjustment calculation on quarterly basis, whether such adjustment is positive or negative.

D. Intellectual Property

13.0 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 own cost and expense, 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 un-settled. 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 enjoined, the Contractor shall at his option and at his own expense, either procure for the owner, the right to continue the use of said apparatus, equipments, or part thereof, replace it with non-infringing apparatus or equipment or modify it, so it becomes non/infringing.

14.0 Copy Right

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

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

- 14.2 The copyright in all drawings, documents and other materials containing data and information furnished to the Contractor by the Nigam herein shall remain vested in the Nigam.

15.0 Confidentiality of Information

- 15.1 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 purposes of such performance.
- 15.2 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 purpose of performing the contract.
- 15.3 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.
- 15.4 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.

E. Execution of Facilities

16.0 Inspection and Testing

- 16.1 The engineer and his duly authorized representative shall have at all reasonable times access to the contractors premises of works and shall have the power at all reasonable time to inspect drawing of any portion of the work or examine the materials and workmanship of the plant being manufactured on other premises, the contractor shall obtain for the engineer and for his duly authorized representative permission to inspect it as if the plant was manufactured on the contractor's own premises.

- 16.2 The engineer shall on giving seven days notice in writing to the contractor setting out any grounds of objections which he may have in respect of the work, be at liberty to reject any drawing and all or any plant or workmanship connected with such work which in his opinion are not in accordance with the contract or are in his opinion, defective for any reason whatsoever.
- 16.3 The contractor shall state in his bid the places of manufacture, testing and inspection of various equipments offered by him. Unless specifically provided otherwise all tests shall be made at the contractor's works before shipment.
- 16.4 The contractor shall intimate atleast 15 days in advance through notice(s) about the readiness of material for despatch commensurate with specific delivery schedule so as to enable the Nigam to depute his representative for inspection testing and checking of the material/equipment. For this purpose the date of receipt of the letter in the office of the purchasing authority shall be deemed as the date of call for inspection and not the date mentioned in the letter and the date of despatch. In case, material/equipment is not found ready by the representative of the Nigam deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any, reason(s) on account of the supplier an amount of Rs.3000.00 only for the manufacturer's work located in Rajasthan and an amount of Rs. 10000.00 only for the manufacturer's works located outside Rajasthan will become payable by the contractor on this account to the Accounts Officer (P&C-I), RVPN, Jaipur. The contractor will deposit the amount with the Senior Accounts Officer (P&C-I), RVPN, Jaipur immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.
- 16.5 The material/equipment shall be offered duly packed so as to enable the inspecting officer to seal.
- 16.6 In all cases where the contract provides for tests, whether at the premises of works of the contractor or any sub contractor's site the contractor except where otherwise specified shall provide free of charge to the Nigam, such labour, materials, electricity fuel water, stores apparatus and instruments as may reasonably be demanded to carry out efficiently such tests of the plant, in accordance with the contract and shall give facilities to the engineer or his authorized representative to accompany such testing.
- 16.7 The purchaser reserve the right of having any inspection or special test of a reasonable nature at contractor's premises or at sites in addition to those prescribed in applicable standards and the enclosed technical specification.
- 16.8 When the tests have been satisfactorily completed at the contractor's/ subcontractors works the engineer shall issue a certificate to that effect but if the tests were not witnessed by the engineer or his representative, the certificate would be issued after the receipt of test certificate by the engineer. No plant shall be shipped before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate shall not bind the purchaser to accept the plant, should it on further tests after erection, be found not to comply with the contract.

- 16.9 The authorized representative of the Nigam shall have at all reasonable times access to the works and premises of the manufacturer and / or his associates, if any, and shall be free to inspect the works, examine and test the product(s) including raw material used and the workmanship employed during/ after manufacture.
- 16.10 The manufacturer shall also furnish the latest calibration certificate of the testing instruments / equipment used for the testing of the material / equipments as covered in the Nigam order, to the inspecting officer. The testing instruments / machines should be got calibrated by the manufacturer from time to time from the manufacturer of the testing instruments or any Govt. recognized testing laboratory or any NABL accredited Laboratory. The calibration certificate should not in any case, be older than one year at the time of presenting the same to the Inspecting Officer. In case however, the manufacturer fails to comply with the conditions as aforesaid a certificate in writing of the inspector / representative of the Nigam that the manufacturer has failed to provide the facilities shall be conclusive.
- 16.11 Unless the inspection is specifically waived no material shall be despatched without inspection and clearance for despatch by the Nigam's representative.
- 16.12 The owner reserve the right to reject all or any part of the material being manufactured or awaiting despatch, due to any defect or deviations from the standard specification prescribed as observed during the inspection. In case of any dispute/ difference in this regard the decision of the Chief Engineer (Contracts) shall be final and binding.
- 16.13 The Nigam also reserves the right to get the material/equipment tested in any recognized Government Laboratory & claiming any compensation or rejecting the material/ equipment, if not found in accordance with the specification. All charges consequent to such rejection and replacement/ rectification shall be borne by the contractor.
- 16.14 The following facilities shall be provided by the contractor at his own cost to the Inspecting Officer (s) of Nigam.
- a) Suitable accommodation. In case of joint inspection, single or shared double room accommodation shall be provided.
 - b) Local conveyance between arrival point, place of stay, works and departure point.
 - c) Supplier shall arrange "To and Fro" Air tickets of economy class for journey of inspecting officer(s) from nearest airport of the work place of inspecting officer to their works or the place where inspection is to be carried out and back at suppliers cost after coordinating with the inspecting officer(s). Suitable transport facility for the inspecting officer(s) from his work place to the nearest airport for "To and Fro" journey will also be arranged by the supplier.

In case, if place of inspection is not connected through Air, the supplier will arrange "To and Fro" Air tickets of economy class at their cost up to the nearest Airport of the place of inspection and onward journey from nearest airport to place

of inspection and back by suitable means i.e. Taxi / Train (IIInd A.C. Class) at the cost of supplier.

In case, the place of inspection is within 500KMs distance from, the head quarter of the inspecting officer, the supplier will make suitable travelling arrangement up to the destination of inspection and back by Taxi / Train (IIInd A.C. Class) at supplier's Cost.

No deductions towards air fare / travelling expenses will be made by the payment making authority if the inspection is waived by the competent authority.

17.0 Packaging, Forwarding and Shipment

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 The following documents shall be sent by registered post to the owner within 7 days from the date of shipment, to enable the owner to make progressive payments to the contractor:
- i) Application for payment alongwith two copies (original plus one copy) of invoice, with receipted challan, inspection/despatch clearance certificate, packing list, insurance certificate & other despatch documents to the payment Authority.
 - ii) copy of application form for payment alongwith copy of invoice, packing list, despatch document i.e. LR, despatch clearance, test certificate to the site engineer in-charge.
 - iii) copy of application form for payment alongwith copy of invoice, receipted challan, despatch clearance, insurance certificate, packing list & copy of other despatch documents to the designated purchasing officer of Nigam.
 - iv) One copy of application form for payment alongwith invoice & other despatch documents to the A.O. (P&C-I), RVPN, Jaipur for arranging 'C' form. 'C' form shall be issued after completion of entire supply of material.
- 17.5 The contractor shall prepare detailed packing list of all packages and containers bundles and loose material forming each and every consignment despatched to site. The contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works upto 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.

18.0 Codes and Standards

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

19.0 Engineer's Decision

- 19.1 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.
- 19.2 If, in the opinion of the contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract the Contractor may file with 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 decision shall become final and binding.
- 19.3 The Engineer's decision and the filing of the written objection thereto shall be a condition precedent to the right to request for settlement. 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.

20.0 Power to Vary or Omit Work

- 20.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'variation') under the contract as detailed in 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 applicable as though; the said variations 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 deduced from the contract price as the case may be.
- 20.2 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, drawings or pattern made or work done requires to be altered, a reasonable and agreed sum in respect thereof shall be paid to the contractor.
- 20.3 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 afore said and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the 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.

- 20.4 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.
- 20.5 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.
- 20.6 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 'Quantity Variation' in Part 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/ decided by Nigam in the Contract.

21.0 Assignment and Sub-letting of Contract

- 21.1 The contractor after informing the Engineer and getting his written approval, assign or sub-let the contract or any part thereof other than for raw materials, for minor details or for any part of the plant for which sub-vendor/ Services for which sub-contractors are identified in the contract. Suppliers/ Sub-Contractors of the equipment/ services not identified in the contract or any change in the identified suppliers/ sub-contractor shall be subjected to approval by the Engineer. The experience list of equipment vendors/ sub-contractor under consideration by the contractor for this contract shall be furnished to the Engineer for approval in the bid proposal/ prior to procurement of all such items & equipments/ Sub-letting of Services. 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.
- 21.2 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 specification and enquiries shall call for quality plans to be submitted by the suppliers alongwith 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 Vendor's quality control organization, the relevant reference documents/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 3 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 specifications, quality plans and delivery conditions shall be furnished to the Engineer by the Contractor.

22.0 Co-operation with Other Contractor 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.

23.0 Progress Report and Photographs

- 23.1 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, net-works, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the engineer and shall be submitted in at least three (3) copies.

24.0 Training of Owner Personnel

- 24.1 The contractor shall undertake to train free of cost, engineering personnel selected and sent by the owner at the works of the contractor ~~if~~ specified in the SCC. The period and the nature of training for the individual personnel shall also be mentioned in the SCC. These engineering personnel shall be given special training in the shops, where the equipment will be manufactured and/or in their collaborator's works and where possible, in any other plant where equipment manufactured by the contractor or his collaborator is under installation, operation, or testing to enable those personnel to become familiar with the equipment being furnished by the contractor. The details of the no. of persons to be trained, period of training, nature of training etc. shall be as per SCC.
- 24.2 All traveling and living expenses for the engineering personnel to be trained during the total period of training will be borne by the owner. These engineering personnel, while undergoing training, shall be responsible to the contractor for discipline.
- 24.3 The owner shall not be entitled for any rebate whatsoever on any account in the event of his failing to avail of the training facilities, for any reason.

25.0 Reconciliation of Accounts

The contractor shall prepare and submit every six months, a statement covering payments claim and the payment received vis-a-vis the works executed, for reconciliation of accounts with the owner. The contractor shall also prepare and submit a detailed account of owner issue material received and utilized by him for reconciliation purpose in a format to be discussed and finalized with the owner before the award of the contract.

26.0 Taking Over

Upon successful completion of all the tests to be performed at site on all the equipments supplied and erected by the contractor, the engineer shall issue to the contractor a taking Over Certificate as a proof of the final acceptance of all the equipments and facilities executed / commissioned as per complete scope of

work. 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.

- 26.1 The shortcomings / defects observed at the time of issuing TOC shall be notified to the Contractor separately by giving them a reasonable & mutually agreed time (not more than a month) for removal of the same. In such cases, the Engineer shall be authorized to hold a justifiable amount against the balance work from the payments of Contractor till all such shortcomings / defects are removed within this agreed time period.
- 26.2 If the Contractor does not remove all the shortcomings / deficiencies within this time period for the reasons well within their control then Performance period of the project shall be extended by this period of delay after TOC.
- 26.3 If the Contractor is not able to remove the shortcomings for the reasons not attributable to him, only this amount as at 26.1 above shall be withheld. After the cause of hindrance preventing the Contractor to complete the work is removed, a justifiable time period (not more than a month) shall be given to Contractor to remove all the pending shortcomings / deficiencies. In case the Contractor fails to remove all the shortcomings / deficiencies within this time period then also the Performance period of the project shall be extended by this period of delay after removal of hindrances.

F. Guarantees & Liabilities:

27.0 Completion Time Guarantee

- 27.1 The time and the date of delivery/completion period specified in the contract shall be deemed to be the essence of the contract and the facilities shall have to be completed no later than the period specified therein. If the Contractor fails to comply with the Time for Completion for the whole of the facilities, (or a part for which a separate time for completion is agreed) then the Contractor shall pay to the Nigam recovery for such default, without prejudice to the Nigam's other rights and remedies under the Contract, as follows:

a	Delay over and above the prescribed completion period upto 1/4 th of scheduled completion period;	2.5% of the total contract price, as may be revised
b	Delay exceeding 1/4 th period but not exceeding 1/2 of scheduled completion period;	5% of the total contract price, as may be revised
c	Delay exceeding 1/2 period but not exceeding 3/4 th of scheduled completion period;	7.5 % of the total contract price, as may be revised
d	Delay exceeding 3/4 th period of scheduled completion;	10% of the total contract price, as may be revised

Note: - Any fraction in such calculation shall be rounded off to the nearest one.

The Nigam may, without prejudice to any other method of recovery, deduct the amount of such recovery from any payment immediately falling due or to become due to the Contractor. However, recovery of LD shall be done progressively from the running bills based on the total payment due. In other words, recovery at the rates mentioned above from running bills shall be calculated on the sum of total payment made and payment being processed. The payment or deduction of such recovery shall not relieve the Contractor from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.

- 27.2 Any financial liability arising from and consequent upon the failure of the contractor to adhere to the stipulated completion schedule shall be to the contractor's account.
- 27.3 The period of delay shall be reckoned from the scheduled date of completion to the date of Taking Over, as certified in the Taking Over Certificate.
- 27.4 The Work Schedule or the PERT chart shall not be considered for levy of penalty. These are meant only to monitor the progress of work under the project and to make suitable changes in the operations of contractor to ensure proper progress.
- 27.5 GST at applicable rates shall also be charged on the amount of Liquidated Damages.

28.0 Functional Performance Guarantees:

Liquidated damages for not meeting performance guarantees during the performance and guarantee tests shall be assessed and recovered from the contractor as detailed in Technical Specification/Special Conditions of contract. Such liquidated damages shall be without any limitation whatsoever and shall be in addition to recoveries/ damages, if any payable under any other clause of conditions of contract.

29.0 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.

30.0 Deduction from Contract Price

- 30.1 All costs, damages or expenses which the owner may have paid, for which under the contract the contractor is liable, 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 aforesaid period, the owner may then deduct the amount, from any payment due or becoming due by him to the contractor under the contract or from the ongoing other contracts of the contractor or may be recovered by actions of Law or otherwise.
- 30.2 The Supplier / Contractor shall be required to deposit the amount of recoveries finalized within a period of 30 days of receipt of intimation failing which the dues shall be recovered from the financial hold of the supplier available with the Nigam. In case, where the amount of recoveries against a firm / supplier exceed its

financial hold, the Nigam will be at liberty to effect such recoveries out of the financial hold / pending payments of the supplier available with other successor Companies of erstwhile RSEB.

31.0 Replacement of Defective Part and Materials

- 31.1 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 expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for 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 and at the cost of the contractor perform all such work or furnish all such equipment/material provided that nothing in this clause shall be deemed to deprive the owner or affect any rights under the contract which the owner may otherwise have in respect of such defects and deficiencies.
- 31.2 The contractor's full and extreme liability under this clause shall be satisfied by the payment to the owner of the extra cost, of 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/works and repayments of any sum paid by the owner to the contractor in respect of such defective equipment/material. 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 contract for such defective equipment /materials.

32.0 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 a waiver of any other or subsequent breach.

33.0 Certificate not to affect Right of Owner and Liability of 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 contractor, 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 certified or not or any sum against the payment of which he is bound to 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 owner against the contractor.

34.0 Defence 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 on lawful demands of sub-contractors, workman, 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.

35.0 Liabilities

The liabilities towards satisfactory performance shall lie on the bidder upto the end of the Guarantee/Warranty period, and till such time the contractual liabilities and responsibilities of the contractor, shall prevail.

36.0 Liabilities for accident 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.

37.0 Delay by Owner or his Authorized Agents

- 37.1 In case the contractor's performance is delayed due to any act of omission on the part of the owner or his authorized agents and immediately notified by contractor to Nigam, then the contractor may be given due extension of time for the completion of the works, to the extent such omission on the part of the owner or his authorized agents, 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.

- 37.2 The contractor shall not be entitled to claim any compensation for such delays.

G. Risk Distribution

38.0 Transfer of Title

- 38.1 Transfer of the title in respect of equipment and materials supplied/ erected by the contractor for Nigam in pursuant to the terms of the contract shall pass on to Nigam.

- 38.2 This transfer of title shall not be constructed 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 fulfilment of guarantee provisions of the contract.

- 38.3 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 part.

39.0 Insurance

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

(a) **Marine Cargo Policy/Transit InsurancePolicy:**

(I)(i) Marine Cargo policy for imported equipment

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including Mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/store at final destination. Institute Cargo Clause (ICC), A along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

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

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause (ITC), A along with war & Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary

cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at Sl. No. (III) below.
- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.

If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.

- (III) The following add-on covers, if already not covered under basic cover shall also be taken by the Contractor:
- i) Earthquake
 - ii) Escalation cost (approximately @10% of sum insured on annual basis)
 - iii) Extended Maintenance cover for Defect Liability Period
 - iv) Design Defect
 - v) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause (for projects of more than 100 crores, cover for offsite

storage/fabrication (over 100crores).

- (IV) Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EARcover:

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

- (V) As per para 39.8 below, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

- (VI) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy (own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.

- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project.

Alternatively, if the Contractor has an existing "Workmen Compensation Policy" for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing "Workmen Compensation Policy".

- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the "Workmen Compensation Policy" effected by the Contractor.

(e) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

- 39.2 The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 39.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 39.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.
- 39.3 The Contractor shall, in accordance with the provisions of the corresponding Annex-C (Insurance Requirements), deliver to the Employer certificates of insurance (or copies of the insurance policies) as evidence that the required policies are in full force and effect. The certificates shall provide that no less than twenty-one (21) days' notice shall be given to the Employer by insurers prior to cancellation or material modification of policy.
- 39.4 The Contractor shall ensure that, where applicable, its Subcontractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Subcontractors are covered by the policies taken out by the Contractor.

- 39.5 The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the corresponding Annex-C (Insurance Requirements), in the sums and with the deductibles and other conditions specified in the said Annex. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GCC Sub-Clause 39.5.
- 39.6 If the Contractor fails to take out and/or maintain in effect the insurances referred to in GCC Sub-Clause 39.1, the Employer may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Contractor under the Contract any premium that the Employer shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Contractor. If the Employer fails to take out and/or maintain in effect the insurances referred to in GCC 39.5, the Contractor may take out and maintain in effect any such insurances and may from time to time deduct from any amount due the Employer under the Contract any premium that the Contractor shall have paid to the insurer, or may otherwise recover such amount as a debt due from the Employer.
- 39.7 Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GCC Clause 39, and the monies payable by any insurers under all the insurance except Third Party Liability Insurance and Workmen Compensation Policy, shall be paid to the Special Account to be opened in the joint name of the Employer and the Contractor as mutually agreed and such amounts paid shall be apportioned between the Employer and the Contractor in accordance with the respective responsibilities under the Contract. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.
- 39.8 Further all equipment and materials being supplied by Employer for the erection (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, pilferage, theft, fire, etc. from the point of unloading up to the time of taking over by Employer including handling, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall be reimbursed by Employer to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from Employer before taking the insurance. The insurable value of the equipment being supplied by Employer shall be intimated to the Contractor for arranging the insurance.

- 39.9 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and Employer shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly irrespective of the settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.
- 39.10 The insurance shall be taken from the General Insurance Corporation of India or any other Insurance Company [appearing in the approved list for non-life insurer of Insurance Regulatory and Development Authority (IRDA)] approved by the purchaser. The insurance policy shall have jurisdiction of courts at Jaipur (Rajasthan) only.

40. Change in Laws and Regulations

- 40.1 If, after the date of Bid Opening, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would not be applicable on procurement of raw materials, intermediary components etc. for which the Nigam shall be the sole judge. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the Contract.

The Contractor is obligated to keep the Nigam notified of the aforesaid statutory variations within 15(fifteen) days of such variation coming into effect and shall furnish the relevant details/ documents for this purpose, as may be required by Nigam. Nigam shall examine its impact on the affected transactions under the contract in totality, for equitable adjustment in the contract price, if required.

41.0 Force Majeure

- 41.1 "Force Majeure" shall mean any war, hostility, acts of public enemy, civil commotion, sabotage, fire, floods, explosion, epidemics, quarantine restrictions, strikes, lockouts, or acts of God which is unavoidable notwithstanding the reasonable care of the party affected.
- 41.2 Neither party shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force majeure, which arises after date of Notification of Award till contractual delivery completion period.
- 41.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

- 41.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended accordingly.

H. Change in Contract Elements

42.0 Quantity Variation

42.1 Nigam's Right to Vary Quantities

- i. If the Nigam does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation.
- ii. **Orders for extra items may be placed by the Nigam up to 5 % of the value of the original contract. The fair market value of such extra items payable by the Nigam to the contractor shall be determined.**
- iii. **Orders for additional quantities may be placed by Nigam, on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :**
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

Provided that in exceptional circumstances and without changing the scope of work envisaged under the contract; Nigam may procure additional quantities beyond 50% of quantity of the individual items as provided in the original work order.

42.2 Deleted

- 42.3 The Contract Price for (i) items for which quantities have been indicated as lumpsum/lot/set /job and (ii) items for which quantities were to be estimated by the Bidder, including additional items [falling under (i) and/or (ii)] considered necessary by the Bidder for successful completion of the works as per Technical Specification and indicated by him in his Bid shall remain constant unless there is change made in the Scope of Work by the Purchaser. The quantities and unit prices (a) subsequently arrived while approving the Billing break-up of lumpsum/lot/set/Job quantities and/or (b) quantities estimated by the Bidder/Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in Billing Break-up and or estimated by the Bidder/Contractor, are required for the successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no

additional payment shall be made over and above the lumpsum Contract Price.

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

- 42.4 The contract price shall accordingly be adjusted based on the unit rates available/ identified in the contract for the change in quantities as above. In case the unit rates are not available for the change in quantity, the same shall be subject to mutual agreement.

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 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 Termination

44.1 Termination for Nigam's Convenience

- 44.1.1 The Nigam may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this GCC Sub-Clause 44.1.

- 44.1.2 Upon receipt of the notice of termination under GCC Sub-Clause 44.1.1, the Contractor shall either immediately or upon the date specified in the notice of termination

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

- (b) terminate all subcontracts, except those to be assigned to the Nigam pursuant to paragraph (d) (ii) below
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition
- (d) In addition, the Contractor, subject to the payment specified in GCC Sub-Clause 44.1.3, shall
 - (i) deliver to the Nigam the parts of the Facilities executed by the Contractor up to the date of termination
 - (ii) to the extent legally possible, assign to the Nigam all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Nigam, in any subcontracts concluded between the Contractor and its Subcontractors
 - (iii) deliver to the Nigam all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

44.1.3 In the event of termination of the Contract under GCC Sub-Clause 44.1.1, the Nigam shall pay to the Contractor the following amounts:

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel
- (c) any amounts to be paid by the Contractor to its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges
- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 44.1.2
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

44.2 **Termination for Contractor's Default**

44.2.1 The Nigam, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefore to the Contractor, referring to this GCC Sub-Clause 44.2:

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GCC Clause 45.
- (c) if the Contractor, in the judgment of the Nigam has engaged in corrupt or fraudulent practices in competing for or in executing the Contract as per ITB Clause No. 34.0

44.2.2 If the Contractor

- (a) has abandoned or repudiated the Contract
- (b) has without valid reason failed to commence work on the Facilities promptly or has suspended (other than pursuant to GCC Sub-Clause 43) the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Nigam to proceed
- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GCC Sub-Clause 6.0 at rates of progress that give reasonable assurance to the Nigam that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Nigam may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Nigam may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GCC Sub-Clause 44.2.

44.2.3 Upon receipt of the notice of termination under GCC Sub-Clauses 44.2.1 or 44.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination,

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

- (c) deliver to the Nigam the parts of the Facilities executed by the Contractor up to the date of termination
- (d) to the extent legally possible, assign to the Nigam all right, title and benefit of the Contractor to the Facilities and to the Plant and Equipment as of the date of termination, and, as may be required by the Nigam, in any subcontracts concluded between the Contractor and its Subcontractors
- (e) deliver to the Nigam all drawings, specifications and other documents prepared by the Contractor or its Subcontractors as of the date of termination in connection with the Facilities.

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

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

44.2.5 Subject to GCC Sub-Clause 44.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant and Equipment on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GCC Sub-Clause 44.2.3. Any sums due to the Nigam from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Contractor under this Contract.

44.2.6 If the Nigam completes the Facilities, the cost of completing the Facilities by the Nigam shall be determined.

If the sum that the Contractor is entitled to be paid, pursuant to GCC Sub-Clause 44.2.5, plus the reasonable costs incurred by the Nigam in completing the Facilities, exceeds the Contract Price or the entire Facilities if entire Facilities have been completed or the price for part of the Facilities if part of the Facilities have been completed, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GCC Sub-Clause 44.2.5, the Contractor shall pay the balance to the Nigam, and if such excess is less than the sums due the Contractor under GCC Sub-Clause 44.2.5, the Nigam shall pay the balance to the Contractor. For facilitating such payment the Nigam shall encash the Bank Guarantees of the Contractor

available with the Nigam and retain such other payments due to the Contractor under the Contract in question or any other Contract that the Nigam may have with the Contractor.

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

44.3 In this GCC Clause 44, the expression "Facilities executed" shall include all work executed, Installation Services provided, and all Plant and Equipment acquired (or subject to a legally binding obligation to purchase) by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

44.4 In this GCC Clause 44, in calculating any monies due from the Nigam to the Contractor, account shall be taken of any sum previously paid by the Nigam to the Contractor under the Contract, including any advance payment paid pursuant to the corresponding Terms of Payments of the Contract Agreement.

44.5 In addition, such action by the owner as aforesaid shall not relieve the contractor of his liability to pay recovery for delay in completion of works as defined in clause 27.0 of this Part.

44.6 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 Assignment

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

46.0 Frustration of Contract

46.1 In the event of frustration of the contract because of supervening impossibility in items of section 56 of the Indian Contract ACT, the 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 will full or flagrant breach by the owner) and/or contractor then the works under the contract shall be suspended.

46.3 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 as frustration of the contract.

- 46.4 In the event referred to in sub-clauses 46.1 and 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 by mutual agreement between the parties.

I. Resolution of Dispute

47.0 SETTLEMENT OF DISPUTES

- 47.1 All disputes, differences, questions whatsoever so arising between the Nigam & Contractor upon or in relation to or in connection with contract shall be deemed to have arisen at Jaipur (Rajasthan) and no court other than court in Jaipur shall have jurisdiction to entertain the same.

- 47.2 The settlement of dispute can be referred for decision by contractor to the Committee of Nigam by depositing prescribed fees in cash/demand draft/pay order with the Accounts Officer (P&C-I), RVPN, Jaipur. The details of the centralized Standing Committee for settlement of disputed claims under conditions of contract relating to RVPN as under:-

1) Chairman & Managing Director	-	Chairman
2) Director (Finance)	-	Member
3) Director (Technical)	-	Member
4) Director (Operation)	-	Member
5) Advisor (LA)	-	Member
6) Concerned CE /ZCE/Dy.CE (R&M)/Civil	-	Member Secretary

The committee shall consider all cases for settlement of disputed claims relating to purchases, works, turnkey contracts and labour contracts, civil works etc. Further, this committee shall also take decision whether a particular matter is required to be referred to the Board for approval before settlement. The following guide lines are prescribed for referring the matter to this committee:

Disputes will be referred contract wise.

- i) Disputes involving amount above Rs.1.00 lacs only will be referred / entertained.
- ii) Non-refundable fee shall be deposited by the contractor / firm @ 2% of disputed amount as claimed by the contractor / firm subject to maximum fee of Rs.1.00 lac.
- iii) Application for settlement and procedure to be followed shall

be on the lines as mentioned under PWF & AR Part-III.

48.0 DEBARMENT FROM BIDDING

- 48.1 A bidder shall be debarred in a procurement process for a period not exceeding three years commencing from the date on which he was debarred:
- a) if he has been convicted of an offence under the prevention of corruption Act, 1988 (Central Act No.49 of 1988); or
 - b) if he has been convicted of an offence under the Indian Penal Code, 1860 (Central Act No.45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract; or
 - c) a bidder has breached the code of integrity prescribed in terms of 'Code of integrity for bidders' specified in ITB ; or
- 48.2 A bidder may be debarred in a procurement process for a period not exceeding three years commencing from the date on which he was debarred, where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract.
- 48.3 The procuring entity shall not debar a bidder under this clause unless such bidder has been given a reasonable opportunity of being heard.

VOLUME-I

PART-IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
1.	GCC 1.0	<p>The Owner is:</p> <p>Rajasthan RajyaVidyutPrasaran Nigam Limited, VidyutBhawan', Janpath, Jyoti Nagar, Jaipur-302006.</p> <p>Kind Attn.: Superintending Engineer (Contracts-II)</p> <p>Telephone Nos.:- 0141 2209847</p> <p>(Thru Board) 0091-(0)0141 2208966 Ext. 315</p> <p>Mobile: : 0091-(0) 9413384026</p> <p>Fax Nos.:- 0091-(0)01412208924</p>
2.	GCC 1.0	<p>The Nigam is:</p> <p>Rajasthan RajyaVidyutPrasaran Nigam Limited, VidyutBhawan', Janpath, Jyoti Nagar, Jaipur-302006.</p> <p>Kind Attn.: Superintending Engineer (Contracts-II)</p> <p>Telephone Nos.:- 0141 2209847</p> <p>(Thru Board) 0091-(0)0141 2208966 Ext. 315</p> <p>Mobile: : 0091-(0) 9413384026</p> <p>Fax Nos.:- 0091-(0)01412208924</p>
3.	GCC 2.1	<p>Addition of following new Sub-Clauses after GCC 2.1</p> <p>GCC 2.1.1 The Contracts to be entered into with the successful Bidder shall be as under :</p> <p style="padding-left: 40px;">The contract shall be awarded in single indivisible contract having separate price schedules for supply and services.</p> <p>GCC 2.1.2 The award of single indivisual contract with separate price schedules for supply, servicesandcivil shall not in any way</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
		<p>dilute the single source responsibility of the Contractor for the successful completion of the facilities as per Specification.</p> <p>GCC 2.1.3 The Contract will be signed in two originals and the Contractor shall be provided with one signed original and the rest will be retained by the Nigam.</p> <p>GCC 2.1.4 The Contractor shall provide free of cost to the Nigam all the engineering data, drawing and descriptive materials submitted with the bid, in at least two (2) copies to form a part of the Contract immediately after Notification of Award.</p> <p>GCC 2.1.5 Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Nigam with at least Three (3) true copies of Contract Agreement within fifteen (15) days after signing of the Contract.</p>	
4	GCC 2.9	Deleted	
5	GCC 6	Supplement this Clause, Time for Completion shall be as under :	
		Description	Duration in Months from the date of Letter of Award (P.O.)
		<p>Go-Live/Taking Over by the Nigam upon successful Completion of:</p> <p>NIB No. RVPN/EHV/BN-9019002102</p> <p>Detail of work:</p> <p>CONSTRUCTION OF 400/220KV GSS PACHPADRA ALONGWITH 500MVA 400/220/33 kV TRANSFORMER AND 400 kV, 125MVAR BUS REACTOR INCLUDING SUPPLY OF ALL EQUIPMENTS/MATERIALS, ERECTION (INCLUDING CIVIL WORKS), TESTING AND COMMISSIONING (ON TURNKEY BASIS) AND ASSOCIATED 400KV & 220KV TRANSMISSION LINES , NAMELY :-</p> <p>(i) CONSTRUCTION OF LILO OF ONE CKT. OF EXISTING 400KV D/C RAJWEST – KANKANI LINE AT PROPOSED 400KV GSS PACHPADRA (TWIN MOOSE) - (35KMS) ON TURNKEY BASIS (DEPOSIT WORK)</p> <p>(ii) CONSTRUCTION OF LILO OF ALREADY CONSTRUCTED 220KV S/C BALOTARA – HRRL LINE AT PROPOSED 400 KV GSS PACHPADRA – 3 KMS. ON TURNKEY</p>	<p>Completion of Facilities as per Scope of Work:</p> <p>18 (Eighteen) Months</p>

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC	
		<p>BASIS (DEPOSIT WORK)</p> <p>(iii) CONSTRUCTION OF 2X220 KV S/C LINE [ON D/C TOWERS] FROM PROPOSED 400KV GSS PACHPADRA TO M/S HRRL – 28 KMS. ON TURNKEY BASIS (DEPOSIT WORK)</p> <p>(iv) CONSTRUCTION OF LILO OF 220KV S/C BALOTARA – BORANDA LINE AT 400KV GSS HRRL (RVPN LAND) – 10 KMS. ON TURNKEY BASIS (DEPOSIT WORK)</p>	
6	GCC 6.6 & GCC 6.7	<p>Addition of following new Sub-Clause after GCC 6.5</p> <p>6.6 Once Pert Network/Bar Chart has been finalized, no revision shall normally be permitted therein as long as basic scope of work remains unchanged. However, in such a case, increase in quantities, while executing the work as per original scope, shall be suitably adjusted without affecting the overall completion schedule.</p> <p>6.7 If the basic scope of work undergoes changes during execution stage resulting into additional scope over that originally provided for which the contractor insists for additional/separate completion period/schedule, such extra completion schedule along with Pert Network/Bar Chart for the same shall be finalized in consultation with the contractor.</p>	
6A	GCC 9.7.3 (A) (a)	<p>Added followings also in this sub clause:</p> <p>Tower & their extension: if the weight of tower & their extension in Proto inspection is higher than the ceiling weight mentioned, the payment shall be limited up to ceiling weight, and if the weight of tower & their extension in proto inspection is lower than the ceiling weight, the payment shall be made on lower weight on pro-rata basis at CPC level as the entry of tower material is in Nos. in SAP module.</p> <p>Note: 1. Ceiling weights are given under Appendix-BDS in the Part-II (BDS).</p> <p>2. The Payment of tower shall be made only after certifying to complete Supply of tower including Stub & body extension and along with their all accessories i.e. hangers, D-shackles, Bird Guard, U-Bolt, Pack washer, Anti Climbing Device etc.</p>	
7	GCC 10.1.1	<p>GCC clause 10.1.1 shall be supplemented with the following-</p> <p>The Successful bidder at the time of signing of contract agreement, may submit option for deduction of performance security from his each running and final bill @3% of the amount of the bill.(Valid up to 31.12.2021)</p> <p>In addition to the Contract Performance Bank Guarantee, the Contractor</p>	

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
		shall provide additional Performance Bank Guarantee for a period of additional 2 Years after expiry of 3 year guarantee / warranty period of the Project for 10% value of the Auto Transformers and Reactors.
8	GCC 10.2.1	Clause may be read as under :- A manufacturer's warrantee on Non Judicial stamp paper of appropriate value as per Rajasthan State Stamp Duty Act in the proforma prescribed. Such warrantee shall be attested either by a first class Magistrate or Notary Public.
9	GCC 10.2.2	The clauses supplement/read with following:- All the bank guarantees towards advance, Bid Security BG, Performance security shall have to be furnished from an Indian scheduled/nationalized bank on the Rajasthan State Non judicial stamp paper (The Stamp Duty and Surcharge will be as applicable as per Rajasthan Stamp Act.) (purchased in the name of issuing bank) duly authenticated either by a first class Magistrate or Notary Public or directly confirmed by the issuing Bank towards advance/security/Performance security in favour of "The Chief Engineer (Contracts), RVPN, Jaipur". All the Bank Guarantees shall be submitted to the purchaser. These rates are in accordance with the new Stamp Duty Act of Rajasthan.
10	GCC 12	Prices shall be subject to Price adjustments as per provisions contained in Annexure-B, Part-VI, Vol-I
11	GCC 16.4	The clauses supplement/read with following:- In case, material/equipment is not found ready by the representative of the Nigam deputed for inspection to the extent of the quantity indicated in the inspection call with tolerance of (-) 10% or if the inspection is not got carried out by any, reason(s) on account of the supplier an amount of Rs.3000.00 with applicable GST only for the manufacturer's work located in Rajasthan and an amount of Rs. 10000.00 with applicable GST only for the manufacturer's works located outside Rajasthan or the expenditure incurred by the inspecting officer(s) whichever is higher will become payable by the contractor on this account to the Accounts Officer (P&C-I), RVPN, Jaipur. The contractor will deposit the amount with the Accounts Officer (P&C-I), RVPN, Jaipur immediately under intimation to the purchasing authority, failing which the subsequent call for inspection shall not be entertained.
12	GCC 16.14	Deleted
13	GCC 49	New clause is Added: The GST is applicable on any fee, penalty & additional penal charges at the prevailing rate.

Sl. No.	GCC Clause Ref. No.	Amendment/Supplement to GCC
14	GCC 50	<p>New clause is Added:</p> <p>Signing the Contract Agreement</p> <p>50.1 At the same time as the Nigam notifies the successful bidder that its bid has been accepted, the Nigam will send the bidder the detailed letter of Award, incorporating all agreements between the parties.</p> <p>50.2 Within 15 days of receipt of the detailed letter of Award, the successful bidder shall sign and date the same and return it to the Nigam.</p> <p>50.3 The bidder will prepare the Contract Agreement (in two originals) and the same will be signed within 30(thirty) days from the issue of detailed letter of award. The Supplier shall be provided with one signed original and the rest will be retained by the Nigam.</p>
15	ECC Clause No. 2.0 & 13.0	<p>The clauses supplement/ read with following:</p> <p>“All the contracts with RVPN shall require registration of workers under the building and other construction workers (Regulation of Employment & Conditions of Services Act), 1996 and extension of benefit to such workers under the Act” [Reference be made to GOR Department of Labour notification No. 10166 dated 22.05.2010 and GOR Finance Department (G&T Division) Circular No. PWF&AR/47/2010 dated 27.07.2010]</p>
16	The provisions specified in the Rajasthan Transparency in Public Procurement Act 2012 / Rules 2013, other than specified in the GCC/ SCC shall prevail as per RTPP Act 2012 / Rules 2013.	
17	<p>GTR of technical specification clause No. 13.12.3 is substituted as under:</p> <p>Bidder shall furnish an undertaking to the effect that all the equipments shall be fully type tested as per technical requirement/relevant standards before commencement of supply. Bids not supported with aforesaid undertaking shall be treated as incomplete and termed as non – responsive and shall be rejected.</p> <p>The date of type test shall not be pertaining to a period earlier than 7 (seven) years reckoned from the date of bid opening. In case the type test reports pertain to a period earlier than 7Years, the bidder, if contract is awarded shall arrange repetition of those type tests free of cost if requested by NIGAM.</p> <p>Further, in the event of any discrepancy in the type test reports i.e. any test report not acceptable due to any design /manufacturing changes (including substitution of components) or due to non- compliance with the requirement stipulated in the technical specification or any/all additional type test not carried out, same shall be carried out without any additional cost implication to the purchase/owner.</p>	

Appendix-SSC

COMPLETION, COMMISSIONING AND TAKING OVER OF LINE

There may be a situation that physical construction of transmission line has been completed by the Contractor and the line is ready for commissioning but cannot be commissioned for reasons not attributable to the Contractor. Such reasons may include non-availability of source of supply, non-readiness of bays at terminal ends (in case of a transmission line), etc. Under the above situation, the system (transmission line) despite being ready for commissioning at specified parameters (Voltage etc.) in line with the provisions of the Contract, may remain without being commissioned or may be commissioned only at reduced parameters, depending upon available alternatives. The methodology to be adopted in such situations, wherein either the system cannot be commissioned at all or can be commissioned at reduced parameters, in regard to various contractual aspects like taking over of the system, release of final payments etc. is discussed hereunder.

l) In cases wherein despite physical completion, the system cannot be commissioned.

- a) If "Commissioning" of the system at specified parameters cannot be done immediately after physical completion/readiness for commissioning, for reasons not attributable to the contractor, but is possible within four months thereafter, the final payments shall be released after commissioning of the system at specified parameters. The contractor shall be required to extend the validity of the Contract Performance Guarantee accordingly.
- b) If "Commissioning" of the system is not possible within 4 months of the date of physical completion/readiness of the system for commissioning, the balance payment, that would have become due to the contractor as per contract, in normal course after commissioning of the system, shall be released to him against BG of equivalent amount initially valid for a period of 12 months or until three months after expected date of commissioning (if the same can be anticipated), whichever is earlier. In this regard, based on request to be submitted by the contractor, approval of the competent authority of RVPN shall be obtained by the execution site, for which the note, bringing out the relevant details, shall be put up by the Superintending Engineer (T&C) of the concerned execution site through his controlling Chief Engineer (T&C).

If commissioning does not take place within the validity period of the BG, the validity shall be extended from time to time upto a period not exceeding three years from the date of readiness of the system for commissioning. The contractor shall also be required to extend the validity of the Contract Performance Guarantee so that it remains valid upto a period of one year beyond the validity period of the BG against which last payment has been released to the contractor.

- c) Taking over certificate shall be issued by RVPN, only after the system is commissioned at specified parameters. The TOC shall be issued within a period not exceeding 15 days from the date of commissioning. The defect liability period/warranty period shall be reckoned from the date of taking over.

- d) In exceptional circumstances where it is assessed that the system can not be commissioned at specified parameters within a period of about three years from the date of physical completion/readiness of the system for commissioning, because of reasons not attributable to the contractor, the system shall be taken over without commissioning as a special case with the approval of CMD based on recommendation of filed officer(s) through Chief Engineer (T&C). For this the proposal will be put up by execution site in the same way as prescribed in para (b) above.
- e) The defect liability period/warranty period shall be reckoned from the date of taking over of the line and the contractor shall be required to extend the Contract Performance Guarantee accordingly.
- f) The BG against which last payment is released to the contractor shall be returned to the contractor on commissioning at rated parameters/taking over of the line on the advice of execution site (not below the level of Superintending Engineer) on commissioning at rated parameters/taking over of the system.
- g) Till such time the system is not commissioned at specified parameters or taken over by RVPN, its custody and watch & ward shall remain with the contractor who shall accordingly be required to maintain a skeleton establishment at site in consultation with site, which shall be reinforced at the time of commissioning. In normal course, the system shall be taken over only after "commissioning" takes place in line with the provisions of the contract.
- h) In the above situations, the following charges shall, however, be reimbursed to the contractor, based on his request, against documentary evidence except where otherwise provided in the Contract:-
 - i) Bank charges towards furnishing of BG by the contractor for release of final payment pending commissioning/taking over.
 - ii) Bank charges towards extending the validity of contract performance guarantee (CPG) for additional period on account of delay in commissioning/taking over, as explained above.
 - ii) Charges towards insurance cover for both Contractor/Supplier as well as Owner supplied material/equipment for the period that would lapse between 4 months after the readiness for commissioning and the actual date of commissioning/ taking over.
 - iv) Actual expenditure, if any, incurred by the contractor towards maintaining office, manpower, vehicles for the period that would lapse between 4 months after the readiness for commissioning and the actual date of commissioning/ taking over to the satisfaction of purchaser.

For reimbursement of above charges, based on the request of contractor alongwith all the relevant documents those may be necessary to establish incurrence of expenditure, the proposal shall be initiated by the Execution Site and routed through concerned Purchase Circle of RVPN before obtaining approval of competent authority.

- II) In cases where system commissioning is possible at reduced parameters:

- a) In case it is assessed that commissioning at specified parameters is possible within one year, commissioning of the system at reduced parameters shall not be considered. Further action towards release of the balance payment that would have, in normal course, become due to the contractor as per contract after commissioning of the system shall be taken as per point No (I) above.

However, if for the purpose of power flow/ system stability/ system strengthening requirements, commissioning at reduced parameters is considered necessary, the same shall be done with the approval of competent authority of RVPN. The proposal in this regard shall be initiated by the concerned S.E (T&C) of the execution site, processed through this controlling CE (T&C).

- b) In case it is assessed that Commissioning at specified parameters is not likely to take place within a period of one year, the system shall be commissioned at reduced parameters.

The proposal for commissioning of the system at reduced parameters in the above situation shall be initiated by the Superintending Engineer (T&C) and routed through concerned Purchase Circle of RVPN before obtaining approval of competent authority.

- c) Once the approval for commissioning of the system at reduced parameters is obtained, execution site shall take necessary action for commissioning of the system at reduced parameters in association with the commissioning team.

The validity of the BG against which last payment has been released to the contractor shall be required to be extended, in stages, upto a maximum period of 2 years after commissioning of the system at reduced parameters or till 3 months after commissioning at rated parameters, whichever is earlier. The contractor shall also be required to extend the validity of the Contract Performance Guarantee so that it remains valid upto a period of one year beyond the validity period of the BG against which last payment has been released to the contractor.

- d) On commissioning of the system at specified parameters or upon the expiry of the period of two years after commissioning of the system at reduced parameters, whichever is earlier, the TOC shall be issued by concerned Executive Engineer duly countersigned by his S.E (T&C) within 15 days.

- e) The defect liability period/warranty period shall be reckoned from the date of taking over of the line and the contractor shall be required to extend the Contract Performance Guarantee accordingly.

- f) The BG against which last payment is released shall be returned to the contractor based on the advice of execution site (not below the level of S.E) on commissioning at rated parameters/taking over of the line.

- g) Till such time the system is not commissioned at specified parameters or taken over by RVPN its custody and watch & ward shall remain with the contractor who shall accordingly be required to maintain a skeleton establishment at site in consultation with site Engineer, which shall be reinforced at the time of commissioning. In normal course RVPN shall take over the system only after "commissioning" takes place in line with the provisions of the contract.

- h) In the above situation, the following charges shall, however, be reimbursed to the contractor, based on his request, against documentary evidence except where otherwise provided in the Contract:-
- i) Bank charges towards furnishing of BG by the contractor for release of final payment pending commissioning at specified parameter/taking over.
 - ii) Bank charges towards extending the validity of contract performance guarantee (CPG) for additional period on account of delay in commissioning/taking over, as explained above.
 - iii) Charges towards insurance cover for both Contractor/Supplier as well as Owner supplied material/equipment for the period that would lapse between 4 months after the readiness for commissioning and the actual date of commissioning at a rated parameters / taking over.
 - iv) Actual expenditure, if any, incurred by the contractor towards maintaining office, manpower, vehicles for the period that would lapse between 4 months after the readiness for commissioning and the actual date of commissioning/ taking over to the satisfaction of purchaser.

For reimbursement of above charges, based on the request of contractor alongwith all the relevant documents those may be necessary to establish incurrence of expenditure, the proposal shall be initiated by the Execution Site and routed through concerned Purchase Circle of RVPN before obtaining approval of competent authority.

- III) In both types of cases as discussed under para I (a) II (b) above, the following shall also be applicable.

As per Contract, commissioning of the transmission line in question may be linked to a particular scheme / system. In absence of the required linkage, if commissioned at specified parameters through other links, the same will be accepted as commissioned for contractual purposes.

Any other issued linked with delay in charging/ commissioning shall be dealt with on case-to-case basis depending upon the merit of the case as may be considered appropriate by the competent authority.

- IV) Notwithstanding the fact that commissioning of the system is not possible, despite completion of physical construction for reasons not attributable to the Contractor, necessary action for completing various activities connected with closing of the Contract, as per relevant provisions, shall be continued.
- V) In case the release of advance bank guarantee is linked with TOC/ completion of the Contract, the same shall be released within a period of one month after readiness for commissioning, provided the advance is adjusted.
- VI) Apart from situation discussed above, there may be a situation that construction of a transmission line has been completed excepting 1-2 towers at any/either end(s) because terminating points at generating station end or substation end, which are not in the scope of the contractor, is yet to be frozen/constructed. There may be a situation that a transmission line being constructed by a contractor gets completed but for one or two intermediate spans for reasons not attributable to the contractor

such as non availability of line corridor (ROW) /statutory clearances (forest clearance etc.). While such cases will have unique dimensions, calling for treatment on case-to-case basis, the broad guidelines for tackling such cases are described hereunder.

- a) The portion of work already completed shall be thoroughly checked by the execution site with the help of all the available means. If the completed portion of work is found to be ready in all respects and the construction of balance portion can not be and is not taken up within next six months because of reasons as discussed above, the balance payment, which in the normal course, become due to the contractor as per contract after commissioning of the system, can be released to the contractor, shall be paid on prorata basis, if requested by him, against BG of equivalent amount initially valid for a period of 12 months or until three months after expected date of commissioning (if the same can be anticipated), which-ever is earlier. In this regard, based on request to be submitted by the contractor, approval of the competent authority of RVPN shall be obtained by the execution site, for which the note, bringing out the relevant details, shall be put up by the Superintending Engineer (T&C) of the concerned execution site through his controlling Chief Engineer (T&C).
- (i) If the completion and thereafter commissioning does not take place within the validity period of the BG, the validity shall be extended from time to time upto a period not exceeding three years from the date from which the concerned work was held up on aforesaid account. The contractor shall also be required to extend the validity of the Contract Performance Guarantee so that it remains valid upto a period of one year beyond the validity period of the BG against which last payment has been released to the contractor.
 - (ii) Taking over certificate shall be issued by RVPN, only after the system is completed and commissioned at specified parameters. The TOC shall be issued within a period not exceeding 15 days from the date of commissioning. The defect liability period/warranty period shall be reckoned from the date of taking over.
 - iii) However, in exceptional circumstances, where it is assessed that the balance work can not be taken up/completed because of continuance of constraints, that had led to stoppage of work, and therefore system cannot be commissioned at specified parameters within a period of about three years from the date of stoppage of works, because of reasons not attributable to the contractor, the system, as a special case, can be taken over by RVPN and can be foreclosed, with the approval of Competent Authority.
 - iv) The further course of action to be taken up in regard to completion of balance works, defect liability period/warranty, which is to be reckoned from the date of taking over after commissioning at rated parameters, shall be covered in the aforesaid proposal, which will be initiated by the execution site and routed through concerned Purchase circle, before putting up to competent authority.

- v) The BG, against which last payment was released to the contractor, will be returned to the contractor based on the advice of execution site (not below the level of S.E).
- b) Till such time the system is not commissioned at specified parameters or taken over by RVPN, its custody and watch & ward shall remain with the contractor who shall accordingly be required to maintain a skeleton establishment at site in consultation with site, which shall be reinforced at the time when construction resumes. In normal course RVPN shall take over the system only after "commissioning" takes place in line with the provisions of the contract.
- c) In the above situation, the charges shall, however, be reimbursed to the contractor, based on his request, against documentary evidence, except where otherwise provided in the Contract:-
 - i) Bank charges towards furnishing of BG by the contractor for release of final payment pending commissioning /taking over.
 - ii) Bank charges towards extending the validity of contract performance guarantee (CPG) for additional period on account of delay in commissioning/taking over, as explained above.
 - iv) Charges towards insurance cover for both Contractor/Supplier as well as Owner supplied material/equipment for the period that would lapse between 03 months after the completion/readiness, except for a small portion of works, and the actual date of commissioning / taking over.
 - v) Any Other charges considered reasonable and justified based on facts and circumstances and provisions of the contract.

For reimbursement of above charges, based on the request of contractor alongwith all the relevant documents those may be necessary to establish incurrence of expenditure, the proposal shall be initiated by the Execution Site and routed through concerned Purchase Circle of RVPN, before being approved by competent authority.

----- End of Part-IV (SCC) ----

VOLUME-I**PART-V****ERECTION CONDITION OF CONTRACT (ECC)****Preamble**

This Part (Part –III) of the Bidding Documents [named as Erection Conditions of Contract (GCC)] provides all the rights and obligations of the parties under the Contract. This part contains provisions that are to be read in conjunction and supplemented with the other parts of the condition of contracts and technical specifications.

1.0 General

- 1.1 The following shall supplement the conditions already contained in the other parts of these specifications and document and shall govern the portion of the works of this Contract to be performed at Site.
- 1.2 The Contractor upon signing of the Contract shall, in addition to a project Coordinator, nominate another responsible officer as his representative at Site suitably designated for the purpose of overall responsibility and co-ordination of the works to be performed at Site. Such person 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 there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor.
- 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. However, any registration and statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by the Owner, shall be to the account of the Owner. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

3.0 Owner's Lien on Equipment

- 3.1 The Owner shall have lien on all equipment including those of the Contractor 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 Inspection, Testing and Inspection Certificates

- 4.1 The provisions of the clause entitled Inspection, Testing and Inspection Certificates under Technical Specification; section GCC shall also be applicable to the erection portion of the Works. The Engineer shall have the right to re-inspect any equipment though previously inspected and approved by him at the Contractor's works, before and after the same are erected at Site. If by the above inspection, the Engineer rejects any equipment, the Contractor shall make good for such rejections either by replacement or modification/repairs as may be necessary to the Satisfaction of Engineer. Such replacements will also include the replacements or re-execution of such of those works of other contractors and /or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's works.

5.0 Access to Site and Works on Site

- 5.1 Suitable access to and possession of the Site shall be accorded to the Contractor by the owner in reasonable time.
- 5.2 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.
- 5.3 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.

6.0 Contractor's Site Office Establishment

- 6.1 The Contractor shall establish a Site Office at the Site and keep posted an authorized representative for the purpose of the Contract. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the said authorized resident representative of the Contractor and the same shall be deemed to have been communicated to the Contractor at his legal address.

7.0 Co-Operation with Other Contractors

- 7.1 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. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and other Contractors or between the Contractor and the workmen of the Owner in regard to their work. If the work of the Contractor is delayed because of any acts of omission of another Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time for completing his Works.
- 7.2 The Engineer shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's Works. The Engineer

shall determine the corrective measures if any, required to rectify this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

8.0 Discipline of Workmen

- 8.1 The Contractor shall adhere to the disciplinary procedure set by the Engineer in respect of his employees and work men 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 mis-conducted 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.

9.0 Contractor's Field Operation

- 9.1 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 of 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.
- 9.2 The Contractor 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. This requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction review by the Engineer is not intended to include review of Contractor's safety measures in, on or near the worksite, and their adequacy or otherwise.

10.0 Photograph and Progress Report

- 10.1 The Contractor shall furnish three (3) prints each to the Engineer of progress photographs of the work done at Site. Photographs shall be taken as and when indicated by the Engineer or his representative. Photographs shall be adequate in size and number to indicate various stages of erection. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.
- 10.2 The above photographs shall accompany the monthly progress report detailing-out the progress achieved on all erection activities as compared 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.

11.0 Manpower Report

- 11.1 The contractor shall submit to the Engineer, on the first day of every month, a man hour schedule for the month, detailing the man hours scheduled for the month, skill-wise and area wise.
- 11.2 The Contractor shall also submit to the Engineer, on the first day of every month a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill wise and the areas of employment of such labour.

12.0 Protection of Work

- 12.1 The Contractor shall have total responsibility for protecting his works 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 drawing, should any such damage to the contractor's works occur because of any other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the contractor's works, the same shall be resolved as per the provisions of the Clause 7.0 above entitled "Cooperation with other Contractors ". The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

13.0 Employment of Labour

- 13.1 The Contractor will be expected to employ on the work only his regular skilled employees with experience of his particular work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.
- 13.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 13.3 The hours of work on the Site shall be decided by the Owner and the Contractor shall adhere to it. Working hours will normally be eight(8) hours per day, Monday through Saturday.
- 13.4 The Contractor's employees shall wear identification badges while on work at Site.
- 13.5 In case the Owner becomes liable to pay any wages or dues to the 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 payments and shall recover the same from the Contractor's bills.

- 13.6 The contractor shall have to submit a certificate that he has an establishment covered under the provisions of Employees Provident Fund (EPF) Act 1952 & having a separate registration number with provident fund commissioner.

14.0 Facilities to be Provided by the Owner

14.1 Space

Land for Contractor's Office, 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, work shop, stores, magazines for explosives in isolated locations, assembling yard, etc. required for execution of the contract. Any construction of temporary roads, offices, workshop, etc. as per plan approved by the Engineer shall be done by the Contractor at his cost.
- 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 purpose, the payment of his final bill shall not be made. The contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer if the Contractor over stays in the land after the Contract is completed.

14.2 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 at the prevailing charges for consumption in works. Electricity furnished will be 440volts, 3 phase, 50 cycles and 230 volts, 1 phase, 50 cycles. Each Contractor shall provide and install all necessary transformers, switchgear, wiring fixtures, bulbs and other temporary equipment for further distribution and utilization of energy for power and lighting and shall remove the same on completion of the work. Should, however, electricity be used in the Contractors labour/staff colony, the power so consumed shall be charged at the prevailing tariff rate of DISCOMs 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.

14.3 Water

Supply of water will be made available for the construction purposes wherever water is available at prevailing rates and the same shall be given at an agreed single point at the site. Any further distribution will be the responsibility of the Contractor. Drinking water if available will also be provided at one agreed point in the site at the prevailing rates. Further distribution either to his labour colony or his work Site or to his office shall be the responsibility of the Contractor.

15.0 Facilities to be provided by the Contractor

15.1 Tools, tackles and scaffoldings

The Contractor shall provide all the construction equipment, 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 pre-assembly at Site. These tools and tackles shall not be removed from the Site without the written permission of the Engineer.

15.2 Communication

The owner will extend the telephone & telex facilities, if available at Site, for purpose of Contract. The Contractor shall be charged at actuals for such facilities.

15.3 First aid

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

The Owner, in case of any emergency, will help contractor to arrange 3rd Party services of an ambulance for transportation to the nearest hospital, if available.

15.4 Cleanliness

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 special personnel to thoroughly clean his work area atleast once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and Stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface a suitable protective cover of a flame resistant oil proof sheet shall be provided to protect the floor from such damage.

Similarly the labour colony, the offices and the residential areas of the Contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of the Engineer. Proper sanitary arrangements shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

16.0 Lines and Grades

- 16.1 All the works shall be performed to the lines grades and elevations indicated on the drawings. 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.

17.0 Fire Protection

- 17.1 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 in safe containers. Un-treated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.
- 17.2 Similarly corrugated paper fabricated cartons etc. will not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be of water proof and flame resistant type. All the other materials such as working drawings, plans etc. which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 17.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for fire-fighting and shall be assigned specific fire protection duties. Enough of such trained personnel must be available at the Site during the entire period of the Contract.
- 17.4 The Contractor shall provide enough fire protection equipment of the type and number for the ware-houses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all time.

18.0 Security

- 18.1 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 including employment of security personnel to ensure the protection of all material, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project Site only with the written permission of the Engineer in the prescribed manner.

19.0 Contractor's Area Limits

- 19.1 The Engineer will mark-out the boundary limits of access roads, parking spaces, storage and construction areas for the Contractor and the Contractor shall not trespass the areas not so marked out for him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

20.0 Contractor's Co-Operation with the Owner

- 20.1 In case where the performance of the erection work by the Contractor affects the operation of the system facilities of the Owner, such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. The

Engineer may impose such restrictions on the facilities provided to the Contractor such as electricity, water etc. as he may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Engineer. It will be the responsibility of the Contractor to provide all necessary temporary instrumentation and other measuring devices required during start-up and operation of the equipment systems which are erected by him. The Contractor shall also be responsible for flushing and initial filling of all the oil and lubricants required for the equipment furnished and erected by him, so as to make such equipment ready for operation. The Contractor shall be responsible for supplying such flushing oil and other lubricants unless otherwise specified elsewhere in the document and specification.

21.0 Pre-Commissioning Trials and Initial Operations

- 21.1 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 in Technical specification and General Technical Requirements/ conditions. 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.

22.0 Material Handling and Storage

- 22.1 All the equipment furnished under the Contract and arriving at Site shall be promptly received, unloaded, Transported and stored in the Storage spaces by the Contractor.
- 22.2 Contractor shall be responsible for examining all the shipment and notify the Engineer immediately of any damage, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor.
- 22.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer-in charge.
- 22.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.
- 22.5 The Contractor shall ensure that all the packing materials and protection devices used for the various equipment during transit and storage are removed before the equipment are installed.

- 22.6 The Consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 22.7 All the materials stored in the open or dusty location must be covered with suitable weather-proof and flame proof covering material wherever applicable.
- 22.8 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

23.0 Construction Management

- 23.1 The field activities of the Contractors working at Site, will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the contractor and other Contractors and 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.
- 23.2 The Engineer shall hold weekly meetings of all the Contractors working 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 meeting either with individual contractors or with selected number of Contractors and in such a case the Contractor if called, will also attend such meetings.
- 23.3 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.
- 23.4 The Engineer shall, however, not be responsible for providing additional labour and/or materials or supply or any other services to the Contractor except for the Coordination work between various Contractors as set out earlier.

24.0 Field Office Records

- 24.1 The Contractor shall maintain at his site office upto- date copies of all drawings, specifications 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, 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.

25.0 Contractor's Material brought on to Site

- 25.1 The Contractor shall bring to Site all equipment, components, parts, materials, including construction equipment, tools & 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 thereto and damage thereto.
- 25.2 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 including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sum due as aforesaid.
- 25.3 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. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer to do so then the Engineer shall have the liberty to dispose off such materials as detailed under clause 25.2 above and credit the proceeds thereto to the account of the Contractor.

26.0 Protection of Property and Contractor's Liability

- 26.1 The Contractor shall be responsible for any damages resulting from his operations. He shall also be 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 including structures, building, other plants and equipments and utilities either above or below the ground.
- 26.2 The Contractor will ensure provision of necessary safety equipment such as barriers, sign-boards, warning lights and alarms, etc to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Owner of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such owners, related to removal and / or replacement or protection of such property and utilities.

27.0 Painting

- 27.1 All exposed metal parts of the equipment including piping, structures railing etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with atleast one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust scales, grease, oil and other foreign materials by wire brushing, scraping or sand blasting and the same being inspected and approved by the Engineer for painting. Afterwards, the above parts shall be finished painted with two coats of allowed resin machinery enamel paints. The Quality of the finish paint shall be as per the

standards of ISI or equivalent and shall be of the colour as approved by the Engineer.

28.0 Insurance

The insurance requirements under the erection condition of contract is explicitly defined and included in the Clause entitled “ Insurance” in GCC of this Volume-I

29.0 Unfavorable Working Conditions

- 29.1 The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effect during inclement weather conditions, like monsoon, storms, etc. and during other unfavourable construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures 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 unfavourable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Schedule.

30.0 Protection of Monuments and Reference Points

- 30.1 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 disturbed in any way during the performance of his works. If, any work is to be performed which disturb 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.

31.0 Work Safety & Regulations

- 31.1 The Contractor shall ensure proper safety of all the workmen, materials plant and equipments belonging to him or to Nigam or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
- 31.2 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 equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guideline/Rules of Nigam in this regard.
- 31.3 Periodical Examinations and 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 Engineer or by the person authorized by him.

- 31.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Engineer who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 31.5 Where explosives are to be used, the same shall be used under the direct control and Supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
- 31.6 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.
- 31.7 The Contractors shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Owner or other contractor under any circumstances, whatsoever, unless expressly permitted in writing by Nigam to handle such fuses, wiring or electrical equipment.
- 31.8 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other contractor or Owner, he shall:
- Satisfy the Engineer that the appliance is in good working conditions.
 - Inform the Engineer of the maximum current rating, voltage and phases of the appliances.
 - Obtain permission of the Engineer detailing the sockets to which the appliances may be connected.
- 31.9 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.
 - The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
- 31.10 No electric cable in use by the 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.
- 31.11 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 Contractor to electricians/ workmen/ officer.
- 31.12 The Contractors shall employ necessary number of qualified, full time electricians/ Electrical supervisors to maintain his temporary electrical installations.
- 31.13 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the

equipment and workmen, who will coordinate with the Project Safety officer. In case of work being carried out through sub-contractors, the sub- contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose.

The name and address of such Safety Officer of Contractor will be promptly informed in writing to Engineer with a copy of Safety Officer-Incharge before he starts work or immediately after any change of the incumbents is made during currency of the Contract.

- 31.14 In case any accident occurs during the construction/erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the 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.
- 31.15 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 accidents and endanger the safety of the persons and /or property, and/or equipments. 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 short -comings promptly. The Contractor after stopping the specific work can, if felt necessary, appeal against the order of stoppage of work to the Engineer within 3 days of such stoppage or work and decision of the Engineer in this respect shall be conclusive and binding on the Contractor.
- 31.16 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in Clause 31.15 above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.
- 31.17 It is mandatory for the Contractor to observe during the execution of the works, requirements of safety rules which would generally include but not limited to following:

SAFETY RULES:

- 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) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- d) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipments be provided at Crucial locations.

- e) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
 - f) There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
 - g) The staircases and passage ways shall be adequately lighted.
 - h) The employees when working around moving machinery must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
 - i) The employees must use the standard protection equipment intended for each job. Each piece of equipment shall be inspected before and after it is used.
 - j) In cases or rock excavation blasting shall invariably be done through licensed blasters and other precautions during blasting and storage/transport of charge material shall be observed strictly.
- 31.18 The Contractor shall follow and comply with all Nigam 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 reservation. In case of any discrepancy between statutory requirement and R R V P N L safety Rules referred above, the later shall be binding on the Contractor unless the statutory provisions are more stringent.
- 31.19 If the Contractor fails in providing safe working environment as per Nigam Safety Rules or continues the work even after being instructed to stop work by the Engineer as provided in Clause 31.15 above, the Contractor shall promptly pay to Nigam, on demand by the owner compensation at the rate of Rs. 5000/- per day or part thereof till the instructions are complied with and so certified by the Engineer. However, in case of accident taking place causing injury, to any individual, the provisions contained in Clause 31.20 shall also apply in addition to compensation mentioned in this para.
- 31.20 If the Contractor does not take all safety precautions and/or fails to comply with the Safety rules as prescribed by Nigam or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or Nigam employees or any other person who are at Site or adjacent thereto, the Contractors shall be responsible for payment of compensation as per the statutory provisions in this regard.
- 31.21 If the contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by the Owner and no accident occurs then Nigam may consider to issue a certificate regarding "ACCIDENT FREE WORKING '.

32.0 Code Requirements

- 32.1 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 regulations of the Government of India.

33.0 Commissioning Spares

- 33.1 It will be the responsibility of the Contractor to provide all commissioning spares required for initial operation till the equipment is declared by the owner as ready for commissioning. The contractor shall furnish a list of all commissioning spares within 60 days from the date of letter of Award and such list shall be reviewed by the owner and mutually agreed to. However such review and agreement will not absolve the contractor of his responsibilities to supply all commissioning spares so that initial operation does not suffer for want of commissioning spares. All commissioning spares shall be deemed to be included in the scope of the contract at no extra cost to the owner.
- 33.2 These spares shall be received and stored by the Contractor atleast 3 months prior to the schedule date of commencement of commissioning of the respective equipment and utilised as and when required. The un-utilised spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the contractor and he will be allowed to take these parts back at his own cost with the permission of Engineer.

VOLUME-I

PART-VI

BPF, ANNEXURE, SCHEDULES

ANNEXURE-I (Attachment-1)

PROFORMA OF BID SECURITY BANK GUARANTEE

(Bank Guarantee in lieu of 100% of Bid Security on non-judicial stamp paper of Rajasthan Govt. worth Rs.[calculated at the applicable rate as per the Rajasthan Stamp Act.]

The Chief Engineer (Contracts)

GUARANTEE NO._____

**Rajasthan Rajya Vidyut Prasaran
Nigam Limited,**

DATE _____

**MM Building, Old Power House
Premises,Banni Park**

AMOUNT _____

Jaipur-302006

DATE OF VALIDITY_____

**DATE OF VALIDITY WITH GRACE
PERIOD**_____

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Chief Engineer (CONTRACTS), Rajasthan Rajya Vidyut Prasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assigns and his authorized representatives, hereinafter called "The Owner") of the one part and the _____, having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

Whereas[name of the Bidder] (hereinafter called "the Bidder"), having their/its Registered/Head office at _____, has submitted its bid dated[date of submission of bid] for the supply of..... [name of material].

AND WHEREAS as per the terms of the specification it was provided that the bidder should furnish a Bank Guarantee equivalent to _____% of the total bid guarantee of Rs_____ (Rupees_____) to protect the owner against the risk of bidder's conduct (to execute the contract documents and performance security etc.)

AND WHEREAS at the request of the bidder the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. KNOW ALL PEOPLE by these present that we..... [name of bank] are bound unto..... [name of Purchaser] in the sum of Rs.*_____ for which payment well and truly to be made to the said owner, the Bank binds itself, its successors, assigns and his authorized representatives by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20_____
2. THE CONDITIONS of this obligation are:
 1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder in the Bid Form; or
 2. If the bidder refuses to accept the correction of error in his Bid; or
 3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) fails or refuses to execute the Contract agreement, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the General Conditions of Contract.
3. We undertake to pay to the owner up to the above amount upon receipt of its first written demand, without the owner having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.
4. The decision of the CHIEF ENGINEER (CONTRACTS), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us, which has accrued to the Owner.
5. This guarantee shall not cease or determine, if the owner grants time or indulgence or vary the terms of the bid with the bidder or without our consent or knowledge.
6. The guarantee herein contained shall not be affected by any change in the constitution of the bidder.
7. We, _____ further undertake not to evoke this guarantee during its currency except with the previous consent of the CHIEF ENGINEER (CONTRACTS), RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM, JAIPUR.
8. All disputes arising under the said guarantee between the Bank and the Nigam or between the bidder and the Nigam pertaining to the guarantee shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.
9. This guarantee will remain in force up to and including two hundred ten (210) days after the date of the opening of bids, i.e. upto _____, with a further grace period of Ninety (90) days and any demand in respect thereof should reach the _____ (mention the branch of the Bank situated in Jaipur at which the claim is payable) Bank not later than the above date.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of: -

(Signature with full Name and Address)

Witness: -

1.

2.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

***The Bidder should insert the amount of the guarantee in words and figures denominated in the currency of bid. This figure should be same as shown in clause No. 1.03 of the instructions to bidders.**

Note: In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

Annexure-II**FORM NO.1**

(See Rule 83)

Memorandum of appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No. _____ of _____
Before the _____ (First or Second Appellate Authority)

1. Particulars of appellant :
 - i) Name of the appellant
 - ii) Official address, if any
 - iii) Residential Address
 2. Name and address of the respondent(s):
 - i)
 - ii)
 - iii)
 3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (copy enclosed), or a statement of a decision, action or omission of the Procuring Entity in contravention to the Provisions of the Act by which the appellant Is aggrieved.
 4. If the appellant proposes to be represented by a representative, the name and postal address of the representative:
 5. Number of affidavits and documents enclosed with the appeal:
 6. Grounds of appeal :

(Supported by an affidavit)
 7. Prayer :

- Place _____
- Date _____
- Appellant's Signature

ANNEXURE-III

PERFORMANCE SECURITY BANK GUARANTEE FORM

(Performance Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. worth Rs..[calculated at the applicable rate as per the Rajasthan Stamp Act.]

The Chief Engineer (CONTRACTS)	GUARANTEE NO. _____
Rajasthan Rajya Vidyut Prasaran Nigam Limited,	DATE _____
MM Building, Old Power ouse Premises, Bani Park,	AMOUNT _____
Jaipur-302006	DATE OF VALIDITY _____
	DATE OF VALIDITY WITH GRACE PERIOD _____

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assigns and his authorized representatives, hereinafter called "The owner") of the one part and the _____, having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

WHEREAS MESSERS _____ (hereinafter called "The Contractor"), having their/its Registered/Head office at _____, agreed to execute the work to the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. against Work Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Bank Guarantee equivalent to _____% of the total contract value of Rs. _____ (Rupees _____) by way of security for execution of work as per the said contract, so as to make it meet the guarantee and requirements of the contract.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Bank hereby guarantees to the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd., the fulfillment by the contractor of the various obligations

imposed on him under the aforesaid contract including the obligations of the contractor to timely supply materials of the good quality, design, workmanship and execution of work and the bank further guarantees to the Rajasthan RajyaVidyutPrasaran Nigam Ltd. that the contractor shall substitute and supply any material & execute the work free of cost that may be required due to defects arising from faulty material, design, workmanship and execution of work and the Bank undertakes to indemnify and keep the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. indemnified to the extent of Rs. _____ (Rupees _____) against any loss or damage that may be caused to or suffered by the Rajasthan RajyaVidyutPrasaran Nigam Ltd. by reason of any failure by the contractor to timely supply materials of good quality, design, workmanship and executing the work as aforesaid and further undertake to pay to the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. on demand a sum not exceeding Rs. _____ (Rupees _____) in the event of the contractor failing or neglecting to perform and discharge the aforesaid duties and obligations on their part to be observed and performed under the said contract.

The decision of the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. as to whether the contractor has failed or neglected to perform or discharge his duties and obligations as aforesaid and as to the amount payable to the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. by the Bank herein shall be final and binding on the Bank.

2. The guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and it shall continue to be enforceable till all the obligations to the Rajasthan RajyaVidyutPrasaran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan RajyaVidyutPrasaran Nigam Ltd. will have no right under this guarantee after **36 months** from the date of taking over of sub-station /bays/line, provided further that if any claim arises by virtue of this guarantee before the aforesaid date, the same shall be enforceable against this bank notwithstanding the fact that the same is enforced after the aforesaid date.
3. The guarantee herein contained shall not be affected by any change in the constitution of the contractor or Bank.
4. The Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Ltd. shall have the fullest liberty without affecting the guarantee to postpone for any time and from time to time any of the powers exercisable by the NIGAM against contractor and either to enforce or forebear from enforcing any of terms and conditions of the said contract and the Bank shall not be released from its liability under this guarantee and exercise of the Rajasthan RajyaVidyutPrasaran Nigam Ltd. of the liberty with reference to the matter aforesaid or by the reasons time being given to the contractor or any other forbearance, act or omission on the part of the Rajasthan RajyaVidyutPrasaran Nigam Ltd. to the contractor or by any other matter or thing whatsoever which under the law relating to the sureties shall not for this provision have the effect of so releasing the bank from such liability.
5. The Chief Engineer includes Additional Chief Engineer and any other officer exercising the powers of Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Limited., Jaipur.
6. The Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Chief Engineer (CONTRACTS), Rajasthan RajyaVidyutPrasaran Nigam Limited in writing.
7. All disputes arising under the said guarantee, between the Bank and the Nigam or between the contractor and the Nigam pertaining to this guarantee, shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

8. Notwithstanding anything contained herein before, the Bank's liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain in force upto _____. Unless demand or claim in writing is presented on the _____ (mention the branch of the bank situated in Jaipur at which the claim is payable) Bank within six months from that date, the Bank shall be released and discharged from all liabilities thereunder. However the validity of the bank guarantee shall be extended as and when required by the Rajasthan RajyaVidyutPrasaran Nigam Limited.
9. IN WITNESS WHEREOF THE BANK HAS executed these presents the day and year written above.

Yours faithfully,

Bankers (EXECUTANT)

Signed by the above named Bank in presence of: -

(Signature with full Name and Address)

Witness: -

- 1.
- 2.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

Note: In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

ANNEXURE - IV

ADVANCE PAYMENT BANK GUARANTEE

(Advance Bank Guarantee on non-judicial stamp paper of Rajasthan Govt. worth Rs.[calculated at the applicable rate as per the Rajasthan Stamp Act.]-)

The Chief Engineer (CONTRACTS)	GUARANTEE NO. _____
Rajasthan Rajya Vidyut Prasaran Nigam Limited,	DATE _____
MM Building, Old Power ouse Premises, Bani Park,	AMOUNT _____
Jaipur-302006	DATE OF VALIDITY _____
	DATE OF VALIDITY WITH GRACE PERIOD _____

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Chief Engineer (CONTRACTS), Rajasthan Rajya Vidyut Prasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors, assigns and his authorized representatives, hereinafter called "The Owner") of the one part and the _____, having its Head office at _____ hereinafter called "The Bank" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

WHEREAS MESSERS _____ (hereinafter called "The Contractor"), having their/its Registered/Head office at _____, agreed to execute the work to the Chief Engineer (CONTRACTS), Rajasthan Rajya Vidyut Prasaran Nigam Ltd. against Work Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS in terms of the Purchase Order, the purchaser has agreed to pay to the contractor an amount of Rs. _____ (Rupees _____) as advance against submission, by the said contractor, of a Bank Guarantee for a like sum.

AND WHEREAS the said purchaser has agreed to accept a Bank Guarantee from _____, the Bankers of the said contractor.

AND WHEREAS at the request of the contractor the Bank has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. We, _____ hereby irrevocably guarantee the due fulfilment by the said contractor of the said work order regarding execution of work as per agreement and we also hereby guarantee payment to the said Owner upto and not exceeding altogether a sum of Rs. _____ (Rupees _____), if the delivery of the material / equipments and completion of substation/Line is delayed from the date of contractual delivery / completion period to the date of actual delivery / completion and / or the amount if any payable by the contractor to the said purchaser on account of any breach on the part of said contractor in the performance of the said work order regarding supply and erection of material for _____.
2. The decision of the CHIEF ENGINEER, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD., JAIPUR shall be final whether breach has been committed on the right to demand the amount of guarantee from us, which has accrued to the purchaser.
3. This guarantee shall not cease or determine, if the Owner grants time or indulgence or vary the terms of the contract with the contractor or without our consent or knowledge.
4. The guarantee herein contained shall not be affected by any change in the constitution of the contractor.
5. We, _____ further undertake not to revoke this guarantee during its currency except with the previous consent of the CHIEF ENGINEER, RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD., JAIPUR.
6. All disputes arising under the said guarantee between the Bank and the Nigam or between the contractor and the Nigam pertaining to this guarantee shall be subject to the jurisdiction of Courts in Jaipur, Rajasthan alone.
7. This guarantee shall become operative on the day on which the said advance payment of Rs. _____ is received by the contractor.
8. NOT WITHSTANDING anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____), if the delivery of the material and completion of substation / bay/Line is delayed from the date of contractual delivery / completion period to the date of actual delivery / completion.
9. Our guarantee shall remain in force until ____ or 90 days from the date of actual taking over of the bays/line whichever is later, but not later than _____, unless a demand or claim in writing is presented to _____ (mention the branch of the Bank situated in Jaipur at which the claim is payable) under the guarantee within six months from that date i.e. on or before _____ all the rights of the owner under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities there-under.

Dated this _____ day _____ of the year _____

Yours faithfully,

EXECUTENT

Signed by the above named Bank in presence of: -

(Signature with full Name and Address)

Witness

1.

2.

Attested by Notary Public, First Class Magistrate or directly confirmed by the executing bank.

Note: In case the bid is submitted by a Joint Venture, the Bid Bank guarantee shall be in the name of Lead partner or in the name of joint venture partners submitting the Bid covering all the partners of the joint venture.

ANNEXURE – V

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LIMITED

(@0.15% of the contract value subject to maximum of Rs. Twenty FiveLac on Rajasthan
Government Non-Judicial Stamp)

AGREEMENT

(FOR WORK CONTRACT)

This Indenture made at _____ on _____ this _____ day of the Month of _____ of the year _____ between the Chairman and Managing Director, Rajasthan RajyaVidyutPrasaran Nigam Limited (hereinafter referred to as the owner which expression unless the context does not permit includes his successors and assigns) of the one part and

(I) To be used in case of Limited Companies

Messers _____ a private/ Public Limited Company incorporated _____ under the _____ companies Act and having its Registered office at _____ (hereinafter referred to as Contractors/suppliers which expression unless the context does not permit includes their successors and permitted assigns).

(II) To be used in case of Partnership concerns

Messers _____ a Partnership Firm consisting of the following Partners namely:

(Name) (Age) (Residence) (Occupation)

- 1.
- 2.
- 3.

(hereinafter referred to as Contractor which expression unless the context does not permit includes their respective heirs, executors, administrators, legal representatives, permitted assigns) of the second part, witnesseth as follows:-

- 1 The contractor, does by these presents agree to execute the work to the owner and the owner does agree to get the work execute from the contractor, the material specified in the Work order No. _____ dated _____ and amendment letter No. _____ dated _____ appended and on the terms & conditions contained in the said order and amendment letter. The General terms of the contract appended hereto are considered a part of this agreement.

2. The specification of the execution of work to be executed under this agreement shall be as set forth in the schedule referred to above.
3. (a) The contractor is to execute the work order:-
 - (i) Cost/prices _____
 - (b) Cost/ charges etc. which may be payable as per Clause No. _____ of Work order would be the Owner's liability and if incurred would be to his account.
 - (c) If so required by the Owner, the Contractor will book the consignments by Rail/Road to any destination stipulated by the Owner.
 - (d) In case the consignments are to be insured to cover risks in transit, such insurance charges, if payable extra would be to the owner's account.
 - (e) The Purchaser shall reimburse to the Contractor all such expenditure, if any, that may be incurred by the contractor in this behalf under sub-clause (b), (c) and (d) of this clause by payment from time to time on receipt of the bills from the contractor supported by receipt of acknowledgement granted by owner for works received.
4. In case of dispute as to whether any execution of work are or are not in accordance with specifications set-forth in the schedule, the decision of the Chief Engineer, RVPN shall be final and binding on both the parties.
5. The completion shall be effected and completed as per clause No. _____ of the Work order from the date of this work order and amendment letter No. _____ dated. The first installment of works will begin as per clause No. _____ of the W.O. and amendment letter No. _____ dt. _____ to the Work order.
6. Payment of the price for the execution of work under this agreement shall be as under:
 - (a) As per clause No. _____ of the work order and amendment letter No. _____ dated _____ to the W.O.
7. The contractor is also bound to fulfill all the conditions mentioned in the above work order.
8. The work to be executed under this agreement shall be as per terms and conditions mentioned in the above work order.
9. If any sum remains due or becomes recoverable from the Contractor on account of the non-fulfillment of this agreement or on account of any other reason, the Contractor shall pay the same immediately on demand. If the contractor do not make such payment on demand, the owner shall be entitled to recover the same from the Contractor as arrears of Land Revenue.
10. All dispute arising under this Agreement between the Owner & Contractor, pertaining to the said Work Order, shall be subject to the jurisdiction of Courts, only at Jaipur (Rajasthan) only.
11. In witness of the due execution of this agreement the parties have hereunder set their hands the day and the year first above written.

Signed and delivered by

In case of Limited/Partnership Shri_____ (1)Signature

Companies & Firms Designation (2)Signature

For and on behalf of _____ (1) Signature

In presence of witnesses (2) Signature

Signed and delivered by

In case of individuals Shri_____ (1) Signature

Signed and delivered by

In case of Individuals Shri_____ (1) Signature

In the presence of witness:

(1) Shri_____ Designation (1) Signature

(2) Shri _____ Designation (2) Signature

Signed and delivered by the _____ Rajasthan RajyaVidyutPrasaran Nigam Ltd., Jaipur by order and on behalf of the Chairman and Managing Director of the Nigam.

Rajasthan RajyaVidyutPrasaran Nigam Limited

(Seal to be affixed)

ANNEXURE - VI

PROFORMA FOR APPLICATION FOR PAYMENT

Project :

Equipment package : Date :

Name of Contractor : Contract No. :

Contract Value : Contract Name :

Unit reference : Application Serial number :

To

Rajasthan Rajya Vidyut Prasaran Nigam Limited.

Dear Sir,

APPLICATION FOR PAYMENT

Pursuant to the above referred Contract Dated _____ the undersigned hereby applies for payment of the sum of _____ (*specify amount and currency in which claim is made*).

2. The above amount is on account of: (*check whichever applicable*)

Initial advance (Schedule **)

Interim payment as advance (Schedule**)

Progressive payment against despatch of equipment (Schedule**)

Progressive payment against receipt of equipment (Schedule**)

Progressive payment against Erection (Schedule**)

Ocean freight & marine insurance (Schedule**)

Inland transportation (Schedule**)

Inland insurance

Price adjustment

Extra work not specified in Contract

(Ref. Contract change order No. _____)

Other (specify)

Final payment (Schedule**)

as detailed in the attached schedule(s) which form an integral part of this application.

3. The payment claimed is as per item(s) No(s) of the payment schedule annexed to the above mentioned Contract.

4. The application consists of this page, a summary of claim statement (Schedule**) and the following signed schedule.

1. _____

2. _____

3. _____

The following documents are also enclosed.

1. _____

2. _____

3. _____

Signature of Contractor/

Authorised Signatory

**Application for payment will be made to 'Engineer' as to be designated for this purpose at the time of award of the Contract.*

*** Proforma for the Schedules will be mutually discussed and agreed to during the finalisation of the Contract Agreement.*

ANNEXURE - VII

**TRUST RECEIPT TO BE FURNISHED BY CONTRACTOR BEFORE BORROWING
EQUIPMENT/MATERIAL ORIGINALLY OWNED BY RVPN AND SHALL BE VALID TILL THE
SCHEDULED DATE OF RETURNING THEM**

We M/s _____ have been awarded a Contract No.
_____ dated _____ for _____ by Rajasthan
RajyaVidyutPrasaran Nigam Ltd., Jaipur.

We do hereby acknowledge the receipt of the Plant, Equipment and Materials as are fully described and mentioned under Documents of title/RR/LR etc. and in the Schedule annexed hereto, which shall form an integral part of this receipt, as "Trustee" of Rajasthan RajyaVidyutPrasaran Nigam Ltd. The aforesaid materials etc. so received by us shall be exclusively used in the successful performance of the aforesaid contract and for no other purpose whatsoever. We undertake not to create any charge, lien, or encumbrance over the aforesaid materials etc. in favour of any other person/institution(s) /Banks.

FOR M/s _____

(AUTHORISED SIGNATORY)

SEAL OF COMPANY

Dated:

Place:

ANNEXURE - VIII

PROFORMA OF AUTHORISATION LETTER

RAJASTHAN RAJYA VIDYUT PRASARAN NIGAM LTD.

REF. NO.

DATE

M/s _____

Ref: Contract No. _____ dated _____ for _____ awarded by RVPN.

Dear Sir,

Kindly refer to Contract No. _____ dated _____ for _____ you are hereby authorised on behalf of RVPN, having its Registered Office at VidyutBhawan, Janpath, Jyoti Nagar, Jaipur and its project at _____ to take physical delivery of materials/equipment covered under despatch document/consignment note No. * _____ dated _____ and as detailed in the enclosed schedule for the sole purpose of successful performance of the aforesaid contract and for no other purpose, whatsoever.

(Signatory of Project Authority)**

Designation _____

Date _____

Encls: As above.

**To be signed not below the rank of S.E.

* Mention LR/RR No.

ANNEXURE-IX**PROFORMA FOR JOINT VENTURE AGREEMENT**

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE TO BE PURCHASED IN THE NAME OF JOINT VENTURE)

PROFORMA OF JOINT VENTURE AGREEMENT BETWEEN AND
.....FOR BID SPECIFICATION No. OF RVPN.

This joint venture agreement executed on this day oftwo thousand between M/s a company incorporated under the laws ofand having its registered office at(hereinafter called the “lead Partner” which expression shall include its successors, executors and permitted assigns), M/s a company incorporated under the laws ofand having its registered office at (hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) and M/s a company incorporated under the laws of and having its registered office at(hereinafter called the “Partner” which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into a contract (in case of award) against the Specification No. for construction of 400kV GSS and associated transmission line(s) on Turnkey basis with Rajasthan RajyaVidyutPrasaran Nigam Ltd., Jaipur (Rajasthan). (hereinafter called the “purchaser”.

WHEREAS the purchaser invited bids as per the above mentioned specification for the manufacture, supply of equipment/materials stipulated in the bidding documents under subject Lot for 400 kV Grid Sub-stations alongwith associated transmission line(s) on Turnkey basis.

AND WHEREAS Annexure-A Volume-I (Part-VI)(Qualifying requirements for bidders) forming part of the bidding documents, inter-alia stipulates that a Joint venture of two qualified manufacturers/Contractors/Parties as partners, meeting the requirements of Annexure-A Volume-I (Part-VI)as applicable may bid, provided the Joint Venture fulfills all other requirements under Annexure-A Volume-I (Qualifying requirements for bidders) and in such a case, the Bid Proposal Form shall be signed by all the partners so as to legally bind all the partners of the joint venture, who will be jointly and severally liable to perform the contract and all obligations hereunder.

The above clause further states that the Joint Venture agreement shall be attached to the bid and the contract performance guarantee will be as per the format enclosed with the bidding document without any restrictions or liability for either party.

AND WHEREAS the bid has been submitted to the Purchaser vide proposal No. dated by Lead partner based on the Joint Venture agreement between all the partners under these presents and the bid in accordance with the requirements of Annexure-A Volume-I (Part-VI) (Qualifying requirements for bidders) has been signed by all the partners.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the partners to this Joint Venture do hereby now agree as follows:

1. In consideration of the award of the contract by the purchaser to the Joint Venture partners, we, the partners to the Joint Venture agreement do hereby agree that M/s shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto the Purchaser for the successful performance of the contract and shall be fully, responsible for the design, manufacture, supply, and successful performance of the material/equipment and commissioning of the Project in accordance with the contract.

2. In case of any breach of the said contract by the Lead Partner or other partner(s) of the Joint Venture agreement, the partner(s) do hereby agree to be fully responsible for the successful performance of the contract and to carry out all the obligations and responsibilities under the contract in accordance with the requirement of the contract.

3 Further, if the purchaser suffers any loss or damage on account of any breach in the contract or any shortfall in the performance of the Equipment/material in meeting the performances guaranteed as per the specification in terms of the Contract, the partner(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with other Partner(s).

4. The financial liability of the Partners of this Joint Venture agreement to the Purchaser, with respect to any of the claims arising out of the performance or non-performance of the obligations set forth in the said Joint Venture agreement, read in conjunction with the relevant conditions of the contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the partners of the joint venture agreement.

5. It is expressly understood and agreed between the partners to this joint venture agreement that the responsibilities and obligations of each of the partners shall be as delineated in separate Appendix ("To be incorporated suitably by the Partners) to this agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the partners under this contract.

6. This Joint Venture agreement shall be construed and interpreted in accordance with the laws of India and the courts of Jaipur shall have the exclusive jurisdiction in all matters arising thereunder.

7. In case of an award of a contract, we the partners to the Joint Venture agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of the purchaser in the currency of the contract.

8. It is further agreed that the Joint Venture agreement shall be irrevocable and shall form an integral part of the contract, and shall continue to be enforceable till the purchaser discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the partners to the Joint Venture agreement have through their authorised representatives executed these presents and affixed common seals of their companies, on the day, month and year first mentioned above.

1. Common seal of has been affixed in my/our presence pursuant to the Board of Director's Resolution dated	For Lead Partner (Signature of authorised representative)
	Name Designation..... Common Seal of the Company
Signature Name Designation	
2. Common seal of has been affixed in my/our presence pursuant to the Board of Director's Resolution dated	For Lead Partner (Signature of authorised representative)
	Name Designation..... Common Seal of the Company
Signature Name Designation	

WITNESSES

1.

(Signature)

Name

.....

(Official address)

2.....

(Signature)

Name

.....

(Official address)

ANNEXURE - X

FORM OF EXTENSION OF BANK GUARANTEE

Ref. No.

Dated.....

The Chief Engineer (CONTRACTS),
Rajasthan Rajya Vidyut Prasaran Nigam Limited,
MM Building, Old Power ouse Premises, Bani Park,
Jaipur-302 005.

Dear Sirs,

Sub: - Extension of Bank Guarantee No. for an amountfavouring yourselves
expiring onon account of M/s in respect of contract No. dated
..... (hereinafter called Original Bank Guarantee).

At the request of M/s we Bank, Branch office at
.....and having its Head Office at and having extend our
liability under the above mentioned Guarantee No.dated for a further period
of years/month from to expire on except as provided
above, all other terms and conditions of the Original Bank Guarantee No. dated
shall remain unaltered and binding.

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

Yours faithfully,

For

Manager/Agent/Accountant

Power of Attorney No.

Dated.....

SEAL OF BANK

NOTE : The non-judicial stamp paper of appropriate value shall be purchased in the name of the Bank who
has issued the Bank Guarantee.

ANNEXURE - XI

**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR
BORROWING EQUIPMENT/MATERIAL ORIGINALLY OWNED BY RVPN AND SHALL****BE VALID TILL SCHEDULED DATE OF RETURNING THEM**

(Entire Equipment/material consignment in one lot)

(On non-judicial stamp paper of appropriate value as per Rajasthan State Stamp Duty Act)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20 by a company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at (hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of Rajasthan Rajya Vidyut Prasaran Nigam Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302 005 and its project at (hereinafter called RVPN which expression shall include its successors and assigns):

WHEREAS RVPN has awarded to the Contractor a contract for vide its Letter of Intent/Contract No. dated and its Amendment No. and amendment No. (applicable when amendments have been issued) (hereinafter called the "Contract") in terms of which RVPN is required to hand over various Equipment/material to the Contractor for execution of the Contract.

And WHEREAS by virtue of clause No. of the said contract, the contractor is required to execute an Indemnity Bond in favour of RVPN for the Equipment/material handed over to it by RVPN for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment/material").

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment/material as mentioned in the Contract, valued at Rs. (Rupees) handed over to the Contractor for the purpose of performance of the contract, the contractor hereby undertakes to indemnify and shall keep RVPN indemnified, for the full value of the Equipment/material. The contractor hereby acknowledges receipt of the Equipment/material as per despatch title documents handed over to the contractor duly endorsed in their favour and detailed in the schedule appended hereto. It is expressly understood by the Contractor that handing over of the despatch title documents in respect of the said Equipment/materials duly endorsed by RVPN in favour of the contractor shall be construed as handing over of the Equipment/material purposed to be covered by such title documents and the contractor shall hold such Equipment/material in trust as a Trustee for on behalf of RVPN.
2. That the contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment/material at RVPN project site against all risks whatsoever till the Equipment/material are duly used/erected in accordance with the terms of the contract and the plant/package duly erected and commissioned in accordance with the terms of the contract, is taken over by the RVPN. The contractor undertakes to keep RVPN harmless against any loss or damage that may be caused to the Equipment/material.
3. The contractor undertakes that the Equipment/material shall be used exclusively for the performance/execution of the contract strictly in accordance with its terms and conditions and no part of the Equipment/material shall be utilised for any other work or purpose whatsoever. The

contractor also undertakes not to create any charge, lien, or encumbrance over the aforesaid material/equipment etc. in favour of any other person/institution(s) Banks. It is clearly understood by the contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the contractor for all intents and purpose including legal/penal consequences.

4. That RVPN is and shall remain the exclusive Owner of the Equipment/material free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment/material shall at all times be open to inspection and checking by engineer-in-charge/Engineer or other employees/agents authorised by him in this regard. Further, RVPN shall always be free at all times to take possession of the Equipment/material in whatever from the Equipment/materials may be, if in its opinion, the Equipment/material are likely to be endangered, mis-utilised or converted to use other than those specified in the contract, by any acts of omission or commission on the part of the contractor or any other person or on account of any reason whatsoever and the contractor binds himself and undertakes to comply with the directions of demand of RVPN to return the Equipment/material without any demur or reservation.
5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment/material or the same or any part thereof is mis-utilised in any manner whatsoever, then the contractor hereby agrees that the decision of the Engineer-in-charge/Engineer of RVPN as to assessment of loss or damage to the Equipment/material shall be final and binding on the contractor. The contractor binds itself and undertakes to replace the lost and/or damaged Equipment/material at its own cost and/or shall pay the amount of loss of RVPN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to RVPN against the contract under the contract and under this Indemnity Bond.
6. Now the condition of this Bond is that if the contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of RVPN, then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the contractor has hereunto set its hand through its authorized representative under the common seal of the company, the day, month and year first above mentioned.

SCHEDULE

Particulars of the Equipment/material handed over	Quantity	Particulars of Despatch title Documents RR/GR No. date Bill of lading and Carrier	Value of the Equipment/material	Signature of Attorney token of receipt.

For and on behalf of

M/s /.....

WITNESS

- | | | | |
|----|----|-----------------|-------------------|
| 1. | 1. | Signature | Signature |
| | 2. | Name | Name |
| | 3. | Address | Designation |

Authorised representative

- | | | | |
|----|----|-----------------|----------------------|
| 2. | 1. | Signature | |
| | 2. | Name | |
| | 3. | Address | (Common Seal) |
| | | | (In case of Company) |

Note:- *Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

ANNEXURE - XII**PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT/MATERIAL HANDED OVER IN INSTALLMENTS BY RVPN FOR PERFORMANCE OF ITS CONTRACT****AND SHALL BE VALID TILL THE SCHEDULE DATE OF RETURNING THEM**

(On non-judicial stamp paper of appropriate value)

INDEMNITY BOND

THIS INDEMNITY BOND is made this day of 20 by a company registered under the Companies Act, 1956/Partnership firm/proprietary concern having its Registered Office at (hereinafter called as 'Contractor' or 'Obligor' which expression shall include its successors and permitted assigns) in favour of Rajasthan Rajya Vidyut Prasaran Nigam Limited, a company incorporated under the Companies Act, 1956 having its Registered Office at Vidyut Bhawan, Janpath, Jyoti Nagar, Jaipur-302 005 and its project at (hereinafter called RVPN which expression shall include its successors and assigns):

WHEREAS RVPN has awarded to the Contractor a contract for vide its Letter of Intent/Contract No. dated and its Amendment No. and amendment No. (applicable when amendments have been issued) (hereinafter called the Contract") in terms of which RVPN is required to hand over various Equipment/material to the Contractor for execution of the Contract.

And WHEREAS by virtue of clause No. of the said contract, the contractor is required to execute an Indemnity Bond in favour of RVPN for the Equipment/material handed over to it by RVPN for the purpose of performance of the Contract/Erection portion of the contract (hereinafter called the "Equipment/material").

NOW THEREFORE, this Indemnity Bond witnesseth as follows:

1. That in consideration of various Equipment/material as mentioned in the Contract, Valued at Rs. (Rupees) to be handed over to the Contractor in instalments from time to time for the purpose of performance of the contract, the contractor hereby undertakes to indemnify and shall keep RVPN indemnified, for the full value of the equipment/material. The contractor hereby acknowledges receipt of the initial instalment of the equipment/material as per details in the schedule appended hereto. Further, the contractor agrees to acknowledge receipt of the subsequent instalment of the equipment/material as required by RVPN in the form of schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over of the despatch title documents in respect of the said Equipment/materials duly endorsed by RVPN in favour of the contractor shall be construed as handing over of the Equipment/material purposed to be covered by such title documents and the contractor shall hold such Equipment/material in trust as a Trustee for on behalf of RVPN.

2. That the contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the Equipment/material at RVPN project site against all risks whatsoever till the Equipment/material are duly used/erected in accordance with the terms of the contract and the plant/package

duly erected and commissioned in accordance with the terms of the contract, is taken over by the RVPN. The contractor undertakes to keep RVPN harmless against any loss or damage that may be caused to the Equipment/material.

3. The contractor undertakes that the Equipment/material shall be used exclusively for the performance/execution of the contract strictly in accordance with its terms and conditions and no part of the Equipment/material shall be utilised for any other work or purpose whatsoever. The contractor also undertakes not to create any charge, lien, or encumbrance over the aforesaid material/equipment etc. in favour of any other person/institution(s) Banks. It is clearly understood by the contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the contractor for all intents and purpose including legal/penal consequences.

4. That RVPN is and shall remain the exclusive Owner of the Equipment/material free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment/material shall at all times be open to inspection and checking by engineer-in-charge/Engineer or other employees/agents authorised by him in this regard. Further, RVPN shall always be free at all times to take possession of the Equipment/material in whatever from the Equipment/materials may be, if in its opinion, the Equipment/material are likely to be endangered, mis-utilised or converted to use other than those specified in the contract, by any acts of omission or commission on the part of the contractor or any other person or on account of any reason whatsoever and the contractor binds himself and undertakes to comply with the directions of demand of RVPN to return the Equipment/material without any demur or reservation.

5. That this indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment/material or the same or any part thereof is mis-utilised in any manner whatsoever, then the contractor hereby agrees that the decision of the Engineer-in-charge/Engineer of RVPN as to assessment of loss or damage to the Equipment/material shall be final and binding on the contractor. The contractor binds itself and undertakes to replace the lost and/or damaged Equipment/material at its own cost and/or shall pay the amount of loss of RVPN without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to RVPN against the contract under the contract and under this Indemnity Bond.

6. Now the condition of this Bond is that if the contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of RVPN, then, the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the contractor has hereunto set its hand through its authorised representative under the common seal of the company, the day, month and year first above mentioned.

SCHEDULE NO. 1

Particulars of the Equipment/material handed over	Quantity	Particulars of Despatch Documents _____	Value of the Equipment/material	Signature of Attorney in token of receipt.
		RR/GR No. date		

		Bill of lading and Carrier		
--	--	-------------------------------	--	--

(Please number subsequent schedules)

For and on behalf of

M/s /.....

WITNESS

- | | | | |
|----|----|-----------------|-------------------|
| 1. | 1. | Signature | Signature |
| | 2. | Name | Name |
| | 3. | Address | Designation |

Authorised representative

- | | | |
|----|----|-----------------|
| 2. | 1. | Signature |
| | 2. | Name |
| | 3. | Address |

(Common Seal)

(In case of Company)

Note:- *Indemnity Bonds are to be executed by the authorised person and (i) in case of contracting Company under common seal of the Company or (ii) having the power of attorney issued under common seal of the company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or a Photostat copy of the Power of Attorney if it is General Power of Attorney and such documents should be attached to Indemnity Bond.

ANNEXURE-XIII**FORM OF POWER OF ATTORNEY FOR JOINT VENTURE**

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE AS PER RAJASTHAN STATE STAMP DUTY ACT TO BE PURCHASED IN THE NAME OF BIDDER)

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE PARTNERS WHOSE DETAILS ARE GIVEN HEREUNDER _____ HAVE FORMED A JOINT VENTURE UNDER THE LAWS OF _____ AND HAVING OUR REGISTERED OFFICE/HEAD OFFICE AT _____ (HEREINAFTER CALLED THE 'JOINT VENTURE' WHICH EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT OR MEANING THEREOF, INCLUDE ITS SUCCESSORS, ADMINISTRATORS AND ASSIGNS) ACTING THROUGH M/s _____ BEING THE PARTNER IN-CHARGE DO HEREBY CONSTITUTE, NOMINATE AND APPOINT M/s _____ A COMPANY INCORPORATED UNDER THE LAWS OF _____ AND HAVING ITS REGISTERED/HEAD OFFICE AT _____ AS OUR DULY CONSTITUTED LAWFUL ATTORNEY (HEREINAFTER CALLED "ATTORNEY" OR "AUTHORISED REPRESENTATIVE" OR "PARTNER INCHARGE") TO EXERCISE ALL OR ANY OF THE POWERS FOR AND ON BEHALF OF THE JOINT VENTURE IN REGARD TO SPECIFICATION NO. _____ PACKAGE _____, THE BIDS FOR WHICH HAVE BEEN INVITED BY RAJASTHAN RAJYAVIDYUTPRASARAN NIGAM LIMITED, JAIPUR, (RAJASTHAN) (HEREINAFTER CALLED THE "PURCHASER") TO UNDERTAKE THE FOLLOWING ACTS :

- i) TO SUBMIT PROPOSAL AND PARTICIPATE IN THE AFORESAID BID SPECIFICATION OF THE PURCHASER ON BEHALF OF THE "JOINT VENTURE".
- ii) TO NEGOTIATE WITH THE PURCHASER THE TERMS AND CONDITIONS FOR AWARD OF THE CONTRACT PURSUANT TO THE AFORESAID BID AND TO SIGN THE CONTRACT WITH THE PURCHASER FOR AND ON BEHALF OF THE "JOINT VENTURE".
- iii) TO DO ANY OTHER ACT OR SUBMIT ANY DOCUMENT RELATED TO THE ABOVE.
- iv) TO RECEIVE, ACCEPT AND EXECUTE THE CONTRACT FOR AND ON BEHALF OF THE "JOINT VENTURE".

IT IS CLEARLY UNDERSTOOD THAT THE PARTNER INCHARGE SHALL ENSURE PERFORMANCE OF THE CONTRACT'S), THE SAME SHALL BE DEEMED TO BE A DEFAULT BY ALL THE PARTNERS.

IT IS EXPRESSLY UNDERSTOOD THAT THIS POWER OF ATTORNEY SHALL REMAIN VALID BINDING AND IRREVOCABLE TILL COMPLETION OF THE GUARANTEE PERIOD IN TERMS OF THE CONTRACT.

THE JOINT VENTURE HEREBY AGREES AND UNDERTAKES TO RATIFY AND CONFIRM ALL THE WHATSOEVER THE SAID ATTORNEY/AUTHORISED REPRESENTATIVE QUOTES IN THE BID, NEGOTIATES AND SIGNS THE CONTRACT WITH THE PURCHASER AND/OR PROPOSES TO ACT ON BEHALF OF THE JOINT VENTURE BY VIRTUE OF THIS POWER OF ATTORNEY AND THE SAME SHALL BIND THE JOINT VENTURE AS IF DONE BY ITSELF.

IN WITNESS THEREOF THE PARTNERS CONSTITUTING THE JOINT VENTURE AS AFORESAID HAVE EXECUTED THESE PRESENTS ON THIS _____ DAY OF _____ UNDER THE COMMON SEAL(S) OF THEIR COMPANIES.

FOR AND ON BEHALF OF THE
PARTNERS OF JOINT VENTURE

THE COMMON SEAL OF THE ABOVE PARTNERS OF THE JOINT VENTURE:
THE COMMON SEAL HAS BEEN AFFIXED THERE UNTO IN THE PRESENCE OF:
WITNESS

1.SIGNATURE_____
NAME_____
DESIGNATION_____
OCCUPATION_____

2.SIGNATURE_____
NAME_____
DESIGNATION_____
OCCUPATION_____

ANNEXURE - XIV

ITEM-WISE DETAILS OF MONTHLY RECEIPT OF EQUIPMENT / MATERIAL etc.

1. Statement giving item-wise details of monthly receipt of Equipment/ material and consumption for erection of ----- for the month of _____
2. Order No. & Date _____
3. Name of Sub-Station _____

[illegible]

SIGNATURE OF THE CONTRACTOR

ANNEXURE - XV

DETAILS OF PROGRESS

1. Details of progress achieved during I/II fort-night of month _____
2. Order No. and Date _____
3. Name of Project : _____

[illegible]

- (B) Details of work done (activity-wise)

SIGNATURE OF THE CONTRACTOR

Annexure-XVI

**FORMAT FOR EVIDENCE OF ACCESS
TO OR AVAILABILITY OF CREDIT/FACILITIES
BANK CERTIFICATE**

This is to certify that M/s _____ (full Name & Address), who have submitted their Bid to Rajasthan RajyaVidyutPrasaran Nigam Limited against their Bid specification Vide ref. No. _____ & date _____ is our Customer for the past _____ years.

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

Sl. No.	Type of Facility	Sanctioned Limit as on Date _____	Utilisationas on Date _____
1.			
2.			
3.			

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

Sd/-

Name of Bank _____

Name of Authorized Signatory

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK

ANNEXURE-XVII

MANUFACTURER'S WARRANTEE FORM

(FOR SUPPLY PART)

(Warrantee to be furnished on non-judicial stamp paper of Rajasthan Govt. worth Rs. 500/-)

To,

The Chief Engineer (CONTRACTS)

Rajasthan RajyaVidyutPrasaran Nigam Limited.

MM Building, Old Power ouse Premises, Bani Park,

Jaipur-302006

Dear Sir,

THIS DEED OF GUARANTEE is made this day _____ of _____ of the year _____ between the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Limited (which expression shall unless excluded by or repugnant to the context includes his successors and assigns) of the one part and _____, hereinafter called "The Contractor" (which expression shall unless excluded by or repugnant to the context includes its successors and assigns) of the other part.

WHEREAS MESSERS _____ (hereinafter called the contractor) agreed to supply the material for erection of Cable System _____ (Name of Line) to the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Ltd. against Purchase Order No. _____ dated _____ (hereinafter referred to as the contract).

AND WHEREAS as per the terms of the contract it was provided that the contractor should furnish a Warrantee for supplying any material free of cost that may be required due to defects arising from faulty materials, design and workmanship, so as to make it meet the guarantees and requirements of the contract.

AND WHEREAS at the request of the Chief Engineer, the contractor M/s _____ has agreed to execute these presents.

NOW THIS INDENTURE WITNESS AND IT IS HEREBY AGREED AND DECLARED by the and between the parties hereto as follows:

1. The Contractor hereby guarantees to the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Ltd., the fulfillment by the contractor of the various obligations imposed on him under the aforesaid contract including the obligations of the contractor to supply materials of the good quality, design and workmanship and the Contractor further guarantees to the Rajasthan RajyaVidyutPrasaran Nigam Ltd. that they (M/s _____) shall substitute and supply any material free of cost that may be required due to defects arising from faulty material, design and workmanship and the Contractor undertakes to indemnify and keep the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Ltd. indemnified to

the extent of full value of contract (Rs. _____) (in words Rupees _____) against any loss or damage that may be caused to or suffered by the Rajasthan RajyaVidyutPrasaran Nigam Ltd. by reason of any failure by the contractor to supply materials of good quality, design and workmanship as aforesaid .

The decision of the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Ltd. as to whether the contractor (M/s _____) have failed or neglected to perform or discharge their duties and obligations as aforesaid shall be final and binding on the Contractor.

2. The Warrantee herein contained shall remain in full force and effect during the period that would be taken in the performance of the said contract and it shall continue to be valid till all the obligations to the Rajasthan RajyaVidyutPrasaran Nigam Ltd. under or by force of the contract have been fully and properly discharged by the said contractor, subject however, to the conditions that the Rajasthan RajyaVidyutPrasaran Nigam Ltd. will have no right under this Warrantee after 36 months from the date of commissioning/taking over of the sub station, provided further that if any, claim arises by virtue of this Warrantee before the aforesaid date, the same shall be enforceable against the Contractor notwithstanding the fact that the same is enforced after the aforesaid date.
3. The Warrantee herein contained shall not be affected by any change in the constitution of the Contractor.
4. The Contractor further undertakes not to revoke this Warrantee during its currency except with the previous consent of the Chief Engineer, Rajasthan RajyaVidyutPrasaran Nigam Limited in writing.
5. All disputes arising under the said Warrantee, between the Contractor and the Rajasthan RajyaVidyutPrasaran Nigam Ltd. shall be subject to the jurisdiction of Courts, only at Jaipur in Rajasthan alone.

IN WITNESS WHEREOF THE CONTRACTOR HAS executed these presents the day and year written above.

Yours faithfully,

(EXECUTANT)

Signed by the above named Contractor in presence of: -

(Signature with full Name and Address)

Witness: -

- 1.
- 2.

(Attested by Notary Public or First Class Magistrate or directly confirmed by the executing Contractor).

PRICE ADJUSTMENT/PRICE BASIS (LINE – PART)**4.0 GENERAL:**

4.1 The Bidder shall quote base price for the ex-works price of the equipment/materials and erection price components. These price components paid by the Owner for certain equipment/materials, as specified, shall be subject to price adjustment to reflect changes in the cost of labour and material components as per the price adjustment provisions contained herein.

1.1 The ex-works components of Disc Insulators, Hardware Fittings and Line Accessories OPGW, earthwire, tower accessories such as danger plates, phase plates, number plates, anti climbing devices, pipe and counterpoise earthing, aviation signals/aids, bird guards etc. and other items not specifically mentioned below shall remain firm and no price adjustment, whatsoever, shall be applicable for the price component of these items. Further, prices for survey activity, type test, freight & insurance and other charges, if any, shall be firm and no price adjustment shall be applicable for these price components.

1.2 The ex-works prices of the main equipment viz., Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and Conductor and Erection Price Component (including charges for civil works) shall be subject to price adjustment as per the details given hereunder.

5.0 FOR EX-WORKS PRICE COMPONENT

5.1 The formula for calculating the price adjustment to be applied to the Ex-works price component of the main equipment will be as follows:

A. FOR TRANSMISSION LINE TOWERS:

The prices/rates for the supply of galvanized steel work are subject to the price variation which shall be allowed as per the following formulae:

I) FOR TRANSMISSION LINE TOWER HAVING BOTH HEAVY AND LIGHT SECTIONS:

FORMULA:-

$$P_1 = \frac{P_o}{100} \left(11 + 32 \frac{SBL}{SBL_o} + 25 \frac{SBI}{SBI_o} + 09 \frac{Zn}{Zn_o} + 23 \frac{W}{W_o} \right)$$

II) FOR TRANSMISSION LINE TOWER HAVING ONLY HEAVY SECTIONS:

FORMULA:-

$$P_1 = \frac{P_o}{100} \left(11 + 57 \frac{SBL}{SBL_o} + 09 \frac{Zn}{Zn_o} + 23 \frac{W}{W_o} \right)$$

III) FOR TRANSMISSION LINE TOWER HAVING ONLY LIGHT SECTIONS:

FORMULA:-

$$P_1 = \frac{P_o}{100} \left(11 + 57 \frac{SBI}{SBI_o} + 09 \frac{Zn}{Zn_o} + 23 \frac{W}{W_o} \right)$$

100

SBLo

Zno

Wo

Where :-

P1 = Ex-works Price payable per MT basis.

Po = Quoted Ex-works price on per M.T. basis.

SBL = Ex-works price in Rs/MT of steel Blooms (for heavier sections above 110x110mm) as published by IEEMA and applicable on 1st working day of the month two months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower.

SBI = Ex-works price in Rs/MT of steel Billets (for lighter sections below and including 110x110mm) as published by IEEMA and applicable on 1st working day of the month two months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower.

SBLo = Ex-works price in Rs/MT of steel Blooms (for heavier sections above 110x110mm) as published by IEEMA and applicable on 1st working day of the month one month prior to the date of tendering.

SBlo = Ex-works price in Rs/MT of steel Billets (for lighter sections below and including 110x110mm) as published by IEEMA and applicable on 1st working day of the one month prior to the date of tendering.

Zn = Ex-works price in Rs./MT of Electrolytic high grade Zinc as applicable on 1st working day of the month two months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower based on HZL/IEEMA circulars.

Zno = Ex-works price in Rs./MT. of Electrolytic high grade Zinc as applicable on 1st working day of the month one month prior to the date of tendering as published by HZL/IEEMA .

W = All India average consumer price Index number for Industrial workers published by the Labour Bureau, Ministry of Labour, Government of India (Base: 2001=100) as prevailing on 1st working day of the month , four months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower.

Wo = All India average consumer price Index number for Industrial workers published by the Labour Bureau, Ministry of Labour, Government of India (Base: 2001=100) as prevailing on 1st working day of the month, three months prior to the date of tendering.

The amount of MODVAT BENEFIT should be considered by the bidder in quoted prices.

IEEMA prices shall exclude excise duty and other taxes.

B. FOR GI BOLTS & NUTS, GI STEP BOLTS & NUTS AND ELECTRO GALVANISED SPRING WASHERS

The price quoted/confirmed is based on the input cost of raw material/components and labour cost as on the date of quotation and same is

deemed to be related to prices of raw materials and all India average Consumer Price Index Number for Industrial workers as specified in the price variation clause given below. In case of any variation in these prices and index Numbers, the prices payable shall be subject to adjustment, up or down in accordance with the following formula :

FORMULA:-

$$P1 = \frac{Po}{100} \left(11 + 57 \frac{SBL}{SBL_o} + 09 \frac{Zn}{Zn_o} + 23 \frac{W}{W_o} \right)$$

Where :-

P1 = Ex-works Price payable per MT basis.

Po = Quoted Ex-works price on per M.T. basis.

SBL = Ex-works price in Rs/MT of steel Blooms (for heavier sections above 110x110mm) as published by IEEMA and applicable on 1st working day of the month two months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower.

SBL_o = Ex-works price in Rs/MT of steel Blooms (for heavier sections above 110x110mm) as published by IEEMA and applicable on 1st working day of the month one month prior to the date of tendering.

Zn = Ex-works price in Rs./MT of Electrolytic high grade Zinc as applicable on 1st working day of the month two months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower based on HZL/IEEMA circulars.

Zn_o = Ex-works price in Rs./MT. of Electrolytic high grade Zinc as applicable on 1st working day of the month one month prior to the date of tendering as published by HZL/IEEMA .

W = All India average consumer price Index number for Industrial workers published by the Labour Bureau, Ministry of Labour, Government of India (Base: 2001=100) as prevailing on 1st working day of the month , four months prior to the date of receipt of letter intimating readiness of material or date of delivery whichever is lower.

W_o = All India average consumer price Index number for Industrial workers published by the Labour Bureau, Ministry of Labour, Government of India (Base: 2001=100) as prevailing on 1st working day of the month, three months prior to the date of tendering.

The amount of MODVAT BENEFIT should be considered by the bidder in quoted prices.

All prices of raw material are exclusive of modvatable excise/ CV duty amount and exclusive of any other central, state or local taxes, octroi etc.

C. FOR CONDUCTORS:**I) PRICE VARIATION FOR ACSR "MOOSE" CONDUCTOR**

- 1 The prices are variable based on the basic cost of E.C. grade Aluminium wire rods and High Tensile Galvanised Steel wire rods of size 3.53 mm as ruling on first working day of the month, one month prior to the due date of opening of techno-commercial parts of bids and as defined in the succeeding paras.
- 2 The basic cost of E.C. Grade Aluminium wire rods shall be the average price of E.C. Grade Aluminium wire rods of four main producers of India namely NALCO, BALCO, HINDALCO and MALCO, ruling on first working day of the month, one month prior to the due date of opening of techno-commercial parts of bids, as declared by Cable and Conductor Manufacturer's Association of India.
- 3 The basic cost of high tensile galvanized wire [the average price of high tensile galvanized steel wire of size 3.53 mm dia. (published for size 2.79 to 4.09 mm)] ruling on first working day of the month, one month prior to the due date of opening of techno-commercial parts of bids as declared by Cable and Conductor Manufacturer's Association of India.
4. The price variation amount shall be determined as under: -
 - i) ALUMINIUM: For every one Rupee increase/decrease per Kg. in the basic cost of E.C. Grade Aluminium wire rod, the price per Km. of finished conductor ACSR "Moose" shall increase/decrease by Rs. 1461.00 (Rupees One thousand four hundred sixty one only).
 - ii) H.T.G. STEEL: For every one Rupee increase/decrease per Kg in the basic cost of high tensile galvanised steel wire rods, the price per Km. of finished conductor ACSR "Moose" shall increase/decrease by Rs. 537.00 (Rupees Five hundred thirty seven only).
5. The basic cost applicable for claiming price variation shall be the ruling price of E.C. Grade Aluminium Wire Rods and high tensile galvanised steel wire rods as prevailing on the first day of the month in which the delivery is scheduled or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office, if the offered material is lying ready) or actual date of delivery, whichever is beneficial to Nigam. The purchaser shall however not bear any extra financial liability on account of your delaying the supplies beyond committed / stipulated delivery schedule.
6. You shall furnish relevant CACMAI circulars (duly authenticated) whenever price revision is desired. You shall also furnish the detailed calculations for the revised price.
7. No variation shall be allowed in respect of freight and insurance charges.

8. If the price adjustment amount works out to be positive, the same is payable to the supplier by the owner and if it works out to be negative, the same is to be recovered by the owner from the supplier.
9. The supplier shall promptly submit price adjustment invoices on monthly basis, whether such price adjustment is positive or negative.
10. If the currency in which the Contract price, PO, is expressed is different from the currency of the country of origin of the labor and/or materials indices, a correction factor will be applied to avoid incorrect adjustments of the Contract price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
11. In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
12. The Contractor shall promptly submit price adjustment calculation on quarterly basis, whether such adjustment is positive or negative.

PRICE VARIATION FOR ACSR "ZEBRA" CONDUCTOR

1. The prices are variable based on the basic cost of E.C. grade Aluminium wire rods and High Tensile Galvanised Steel wire rods of size 3.18 mm as on 01.04.2018 and as defined in the succeeding paras.
2. The basic cost of E.C. Grade Aluminium wire rods shall be the average price of E.C. Grade Aluminium wire rods of four main producers of India namely NALCO, BALCO, HINDALCO and MALCO, ruling on 01.04.2018, as declared by Cable and Conductor Manufacturers' Association of India.
3. The basic cost of high tensile galvanized wire shall be the average price of high tensile galvanized steel wire of size 3.18 mm dia. (published for size 2.79 to 4.09 mm) on 01.04.2018 as declared by Cable and Conductor Manufacturer's Association of India.
4. The price variation amount shall be determined as under:
 - i) ALUMINIUM: For every one Rupee increase/decrease per kg. in the basic cost of E.C. Grade Aluminium wire rod, the price per km of finished conductor ACSR "Zebra" shall increase/decrease by Rs. 1186.00 (Rupees One thousand one hundred eighty six only).
 - ii) H.T.G. STEEL: For every one Rupee increase/decrease per kg in the basic cost of high tensile galvanised steel wire rods, the price per km of finished conductor ACSR "Zebra" shall increase/decrease by Rs. 435.00 (Rupees Four hundred thirty five only).

5. The basic cost applicable for claiming price variation shall be the ruling price of E.C. Grade Aluminium Wire Rods and high tensile galvanised steel wire rods as prevailing on the 15th day of the calendar month preceding the month in which material is delivered, which shall be determined in the manner prescribed hereunder.
- (i) When the material is offered within stipulated delivery schedule.
For allowing P.V. the date of delivery shall be considered the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office, if the offered material is lying ready) or the date of actual delivery, whichever is beneficial to the Nigam.
- (ii) When the material is offered after expiry of stipulated delivery schedule.
For allowing P.V. in the cases the supplies are made after the expiry of scheduled delivery, the price prevailing in the last month of the stipulated scheduled delivery or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam.
- (iii) When the material is offered ahead of delivery schedule on the request of RVPN
Normally supplies ahead of delivery schedule shall not be accepted. However in case of urgency of material, if supplies are accepted ahead of delivery schedule, PV shall be allowed on the basis the material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or the actual date of delivery whichever is beneficial to Nigam.
- (iv) When the material is offered ahead of delivery schedule by firm at their own and accepted by RVPN on the request of firm.
Normally the request of the firm to accept the material ahead of delivery schedule will not be accepted. In case firm offers supplies ahead of delivery schedule at their own and such request is accepted by RVPN, the price prevailing in the first months of stipulated delivery schedule or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam shall be allowed.
6. The supplier shall furnish relevant CACMAI circulars (duly authenticated) whenever price revision is desired. The supplier shall also furnish the detailed calculations for the revised price.
7. No variation shall be allowed in respect of freight and insurance charges.

8. If the price adjustment amount works out to be positive, the same is payable to the supplier by the owner and if it works out to be negative, the same is to be recovered by the owner from the supplier.
13. In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
14. In case 'CACMAI' changes the applicable formula for price variation and issue guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable.
15. The base date for price variation shall be 01.04.2018, irrespective of date of opening of bid.
16. Supplier shall be free to raise the invoice(s) at the price(s) finalised under this bid certifying that there has been no reduction in the basic cost of EC Grade Aluminium wire rods and high tensile galvanized steel wire. Supplementary bills if any, in case of increase in the cost of EC Grade Aluminium wire Rods/ high tensile galvanized steel wire can then be raised separately provided admissible increase in the cost has not been claimed earlier. The detailed calculations in support of required price variation together with relevant documents shall be furnished to this office for scrutiny and conveying the approval to the paying authority.
17. The supplier shall also have to furnish an undertaking before claiming first payment against this order, in shape of a indemnity bond duly executed on non-judicial stamp paper of Govt. of Rajasthan worth Rs.100/- (Rupees one hundred only) that in case of decrease in the basic cost of EC Grade Aluminium wire Rods and high tensile galvanised steel wire, the same shall be immediately brought to the notice of the purchaser to revise the prices accordingly. In case of failure to do so, the purchaser shall be at liberty to recover the excess amount drawn by the supplier, if any, in the manner as may be deemed appropriate and expedient.

PRICE VARIATION FOR ACSR "PANTHER" CONDUCTOR

- 1 The prices are variable based on the basic cost of E.C. grade Aluminium wire rods and High Tensile Galvanised Steel wire rods of size 3.00 mm as on 01.04.2018 and as defined in the succeeding paras.
- 2 The basic cost of E.C. Grade Aluminium wire rods shall be the average price of E.C. Grade Aluminium wire rods of four main producers of India namely NALCO, BALCO, HINDALCO and MALCO, ruling on 01.04.2018, as declared by Cable and Conductor Manufacturers' Association of India.
- 3 The basic cost of high tensile galvanized wire shall be the average price of high tensile galvanized steel wire of size 3.00 mm dia. (published for size 2.79 to 4.09 mm) on 01.04.2018 as declared by Cable and Conductor Manufacturer's Association of India.

4. The price variation amount shall be determined as under:
 - i) ALUMINIUM: For every one Rupee increase/decrease per kg. in the basic cost of E.C. Grade Aluminium wire rod, the price per km of finished conductor ACSR "Panther" shall increase/decrease by Rs. 586.00 (Rupees Five hundred eighty six only).
 - ii) H.T.G. STEEL: For every one Rupee increase/decrease per kg in the basic cost of high tensile galvanised steel wire rods, the price per km of finished conductor ACSR "Panther" shall increase/decrease by Rs. 388.00 (Rupees Three hundred Eighty Eight only).
5. The basic cost applicable for claiming price variation shall be the ruling price of E.C. Grade Aluminium Wire Rods and high tensile galvanised steel wire rods as prevailing on the 15th day of the calendar month preceding the month in which material is delivered, which shall be determined in the manner prescribed hereunder.
 - (v) When the material is offered within stipulated delivery schedule.
For allowing P.V. the date of delivery shall be considered the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office, if the offered material is lying ready) or the date of actual delivery, whichever is beneficial to the Nigam.
 - (vi) When the material is offered after expiry of stipulated delivery schedule.
For allowing P.V. in the cases the supplies are made after the expiry of scheduled delivery, the price prevailing in the last month of the stipulated scheduled delivery or the date on which material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam.
 - (vii) When the material is offered ahead of delivery schedule on the request of RVPN
Normally supplies ahead of delivery schedule shall not be accepted. However in case of urgency of material, if supplies are accepted ahead of delivery schedule, PV shall be allowed on the basis the material is notified as being ready for inspection (date of receipt of inspection call in the office if the offered material is lying ready) or the actual date of delivery whichever is beneficial to Nigam.
 - (viii) When the material is offered ahead of delivery schedule by firm at their own and accepted by RVPN on the request of firm.
Normally the request of the firm to accept the material ahead of delivery schedule will not be accepted. In case firm offers supplies ahead of delivery schedule at their own and such request is accepted by RVPN, the price prevailing in the first months of stipulated delivery schedule or the date on which material is notified as being ready for inspection (date of receipt of

inspection call in the office if the offered material is lying ready) or actual date of delivery whichever is beneficial to Nigam shall be allowed.

6. The supplier shall furnish relevant CACMAI circulars (duly authenticated) whenever price revision is desired. The supplier shall also furnish the detailed calculations for the revised price.
7. No variation shall be allowed in respect of freight and insurance charges.
8. If the price adjustment amount works out to be positive, the same is payable to the supplier by the owner and if it works out to be negative, the same is to be recovered by the owner from the supplier.
18. In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for price adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
19. In case 'CACMAI' changes the applicable formula for price variation and issue guidelines for adopting the same during pendency of the contract, the new formula and guidelines shall become applicable.
20. The base date for price variation shall be 01.04.2018, irrespective of date of opening of bid.
21. Supplier shall be free to raise the invoice(s) at the price(s) finalised under this bid certifying that there has been no reduction in the basic cost of EC Grade Aluminium wire rods and high tensile galvanized steel wire. Supplementary bills if any, in case of increase in the cost of EC Grade Aluminium wire Rods/ high tensile galvanized steel wire can then be raised separately provided admissible increase in the cost has not been claimed earlier. The detailed calculations in support of required price variation together with relevant documents shall be furnished to this office for scrutiny and conveying the approval to the paying authority.
22. The supplier shall also have to furnish an undertaking before claiming first payment against this order, in shape of a indemnity bond duly executed on non-judicial stamp paper of Govt. of Rajasthan worth Rs.100/- (Rupees one hundred only) that in case of decrease in the basic cost of EC Grade Aluminium wire Rods and high tensile galvanized steel wire, the same shall be immediately brought to the notice of the purchaser to revise the prices accordingly. In case of failure to do so, the purchaser shall be at liberty to recover the excess amount drawn by the supplier, if any, in the manner as may be deemed appropriate and expedient.

FOR ERECTION (INCLUDING CIVIL WORKS) PRICE COMPONENT

- 5.2 The formula for calculation of the monthly price adjustments for Erection (including civil works) price component shall be as under:

- i. **For Erection price component {including civil works but excluding 'supply & placement of reinforcement steel', 'concreting', survey and aviation signal (if any)}**

$$ER_1 = ER_0 [0.20 + 0.22 (A_1/A_0) + 0.58 (L_1/L_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on erection price component excluding supply & placement of steel and concreting.

ER_0 = Value of erection work done (excluding supply & placement of steel and concreting) in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation which has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

- ii. **For Supply and placement of reinforcement steel:**

$$ER_1 = ER_0 [0.20 + 0.10(A_1/A_0) + 0.05 (L_1/L_0) + 0.65(B_1/B_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on price components of Supply and Placement of Steel.

ER_0 = Value of supply & placement of steel in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation has jurisdiction over the place of work.

L = Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

B = Whole sale Price Index number for 'Ferrous Metals' (Group Item) (monthly) (Base 2004-05=100) as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in.

iii. **For Concreting:**

$$ER_1 = ER_0 [0.20 + 0.20 (A_1/A_0) + 0.10 (L_1/L_0) + 0.30 (B_1/B_0) + 0.20 (C_1/C_0)] - ER_0$$

Where,

ER_1 = Price adjustment amount payable on price components of concreting.

ER_0 = Value of concreting in billing period as established by Contract.

A = Rate for Diesel Oil as published by Indian Oil Corporation has jurisdiction over the place of work.

L = Indian field Labour index-namely All India consumer price index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).

B = Whole sale Price Index number for 'Cement & Lime' (Group Item) (monthly) (Base 2004-05=100) as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in

C = Whole sale Price Index numbers for 'Structural Clay Products' (Group Item) (monthly) (Base 2004-05=100) as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in

3.2 In the above price adjustment formulae, subscript '0' refers to indices as applicable on 30 days prior to date of bid opening (referred to as base date indices) and subscript '1' will correspond to billing period (billing period as defined at para 4.0).

6.0 The above price adjustment provision shall be invoked by either party subject to the following further conditions:

g) For the Purpose of Price Adjustment,

(i) On Supply Prices :

For the purpose of price adjustment (including spares), the date of despatch means the date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam), scheduled date of erection and actual date of erection whichever is beneficial to the Nigam. Further, no price increase shall be allowed beyond the original erection date unless specifically stated in the Time Extension Letter, if any, issued by the Owner. The Owner will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of erection of Goods beyond the original date. Therefore, in case of erection of Goods beyond the original date, the liability of the Owner shall be limited to the lower of the price adjustment amount

which may work out either on date on which the material is notified as being ready for inspection (date of receipt of inspection call by Nigam) or schedule date of erection and actual date of erection.

(ii) On Erection Charges (Including Civil Works):

For the purpose of price adjustment, the billing period shall mean the billing period as per Contract time schedule i.e., the agreed Bar Chart or actual period, whichever is beneficial to the Nigam. The Billing period for various erection activities will be as per agreed erection Bar Chart indicating monthly schedule of erection activities for completion of works. Further, no price increase shall be allowed beyond the original erection dates unless specifically stated in the Time Extension letter, if any, issued by the Owner. The Owner will, however, be entitled to any decrease in the Contract Price which may be caused due to lower price adjustment amount in case of delays beyond the original erection dates. Therefore, in case of delays beyond the original erection dates, the liability of the Owner shall be limited to lower of the price adjustment amount which may work out either on schedule date or actual date of erection (including civil works).

h) Price Adjustment Ceiling:

3. Ex-Works Component:

The total adjustment for Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and GSS earth wire shall not be subject to any ceiling whatsoever individually of the respective Ex-works prices of Towers, GI bolts & nuts, GI step bolts & nuts, Electro-galvanised spring washers and GSS earth wire.

4. Erection Price Component:

The total price adjustment for Erection (including charges for civil works) Price Component shall not be subject to any ceiling whatsoever.

- i) In case IEEMA does not publish any of the price indices, as mentioned above, the Bidder shall indicate any nationally recognized published index for respective items and the source of the same shall be furnished in the Bid.
- j) In case of non-publication of applicable indices on a particular date, which happens to be the applicable date for Price Adjustment purposes, the published indices prevailing immediately prior to the particular date shall be applicable.
- k) If the Price Adjustment amount works out to be positive, the same is payable to the Contractor by the Owner and if it works out to be negative, the same is to be recovered by the Owner from the Contractor.
- l) The Contractor shall promptly submit price adjustment invoices on monthly basis, whether such adjustment is positive or negative.

NOTE: In case IEEMA changes the applicable formula for Price Variation and issue guideline for adopting the same during currency of contract, the new formula and guideline shall be adopted.

Annexure-C

INSURANCE REQUIREMENTS**(Applicable for all the Turnkey/ Partial-Turnkey Contracts)****A) Insurances to be taken out by the Contractor**

In accordance with the provisions of GCC Clause 39, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld. The inability of the insurers to provide insurance cover in the sums and with the deductibles and other conditions as set forth below, shall not absolve the Contractor of his risks and liabilities under the provisions of GCC Clause 39. However, in such a case the Contractor shall be required to furnish to the Employer documentary evidence from the insurer in support of the insurer's inability as aforesaid.

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

The Contractor shall take the Marine Cargo Policy for Plant and Equipment including mandatory Spares to be supplied from abroad wherein export/import including inland transit is involved for the movement of the Plant and Equipment including mandatory Spares. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. The policy shall cover all risk for loss or damage that may occur during transit of Plant and Equipment including mandatory Spares from the Contractor/sub-Contractor's works or stores until arrival at project's warehouse/ store at final destination. Institute Cargo Clause (ICC) 'A' along with war & Strike Riots & Civil Commotion (SRCC) cover shall be taken.

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

Similarly, Transit Insurance Policy shall be taken wherein only inland transit is involved for the movement of Plant and Equipment including mandatory Spares supplied from within India. The policy shall cover movement of Plant and Equipment including mandatory Spares from the manufacturer's works to the project's warehouse at final destination site. Inland Transit Clause(ITC) 'A' along with Strike Riots & Civil Commotion (SRCC) extension cover shall be taken.

Mount	Deductible Limits	Parties insured	From	To
120% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from	Nil	Contractor & Employer	Mfrs ware-house	Project's ware-house store at final destination

abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate and 120% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable.				
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- (II) If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.
- (III) The Contractor shall take the policy in the joint names of Employer and the Contractor. The policy shall indicate the Employer as the beneficiary. However, if the Contractor is having an open policy for its line of business, it should obtain an endorsement of the open cover policy from the insurance company indicating that the dispatches against this Contract are duly covered under its open policy and include the name of the Employer as jointly Insured in the endorsements to the open policy.

(b) Erection All Risk Policy/Contractor All Risk Policy:

- (I) The policy should cover all physical loss or damage to the facility at site during storage, erection and commissioning covering all the perils as provided in the policy as a basic cover and the add on covers as mentioned at S. No. (III) below.

Amount	Deductible limits	Parties insured	From	To
105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment including mandatory Spares to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on merit rate	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor & Employer	Receipt at site of first lot of the Plant and Equipment including mandatory Spares	Up to Taking over date

and 105% of Ex-work Price of all the Plant and Equipment including mandatory Spares to be supplied from within India plus GST, if additionally payable. and 100% of erection price component				
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* ***The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account***

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid till the date of the Operational Acceptance of the project and the period of the coverage shall be determined with the approval of the Employer.
If the work is completed earlier than the period of policy considered, the Contractor shall obtain the refund as per provisions of the policy and pass on the benefit to Employer. In case no refund is payable by the insurance company then the certificate to that effect shall be submitted to Employer at the completion of the project.
- (III) The following add-on covers, if already not covered under basic cover shall also be taken by the Contractor:

For all EHV Line Projects

(for all projects)

- i) Earthquake

(for projects valuing more than 100 Cr)

- iii) Escalation cost (approximately @10% of sum insured on annual basis)
- vi) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause, waiver of subrogation clause, cover for offsite storage/fabrication.

**For EHV Substation Projects (valuing more than 100 Cr)
(for all projects)**

i) Earthquake

(for projects valuing more than 100 Cr)

iii) Escalation cost (approximately @10% of sum insured on annual basis)

iv) Other add-on covers viz., 50-50 clause, 72 hours clause, loss minimization clause.

(IV) *Third Party Liability cover with cross Liability within Geographical limits of India as on ADD-on cover to the basic EAR cover.*

The third party liability add-on cover shall cover bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities which have been accepted by the Employer) occurring in connection with supply and installation of the Facilities.

Amount	Deductible limits	Parties insured	From	To
<ul style="list-style-type: none"> For projects upto Rs. 100 crores, the third party liability limit shall be 10% of the project value for single occurrence/ multiple occurrences in aggregate during the entire policy period. For projects from Rs. 100 crores to Rs. 500 crores, the third party liability limit shall be Rs. 10 crores for single occurrence/multiple occurrences in aggregate during entire policy period. For projects of more than Rs.500 crores, the third party liability limit shall be Rs. 25 crores for single occurrence/ multiple occurrences in aggregate during entire policy period. 	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor/ Sub-contractor	Receipt at site	Up-to Defect Liability Period.

* ***The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account***

- (V) As per GCC Clause 39.8, the cost of insurance premium is to be reimbursed to the Contractor for Owner Supplied Materials (OSM) for which the insurer is to be finalized by the Contractor as detailed therein. Alternatively, the Contractor may take a single policy covering the entire cost of the project including the cost of OSM. For this purpose, the Contractor shall submit documentary evidence for the premium paid for the entire project to the Employer and Employer shall reimburse to the Contractor the proportion of premium equal to value of OSM to total sum insured.

If during the execution of Contract, the Employer requests the Contractor to take any other add-on cover(s)/ supplementary cover(s) in aforesaid insurance, in such a case, the Contractor shall promptly take such add-on cover(s)/ supplementary cover(s) and the charges towards such premium for such add-on cover(s)/ supplementary cover(s) shall be reimbursed to the Contractor on submission documentary evidence of payment to the Insurance company. Therefore, charges towards premium for such add-on cover(s)/ supplementary cover(s) are not included in the Contract Price.

(c) Automobile Liability Insurance

The Contractor shall ensure that all the vehicles deployed by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities in the project are duly insured as per RTA act. Further the Contractor or its Subcontractors may also take comprehensive policy(own damage plus third party liability) of each individual vehicles deployed in the project on their own discretion in their own name to protect their own interest.

(d) Workmen Compensation Policy:

- (I) Workmen Compensation Policy shall be taken by the Contractor in accordance with the statutory requirement applicable in India. The Contractor shall ensure that all the workmen employed by the Contractor or its Subcontractors for the project are adequately covered under the policy.
- (II) The policy may either be project specific covering all men of the Contractor and its Subcontractors. The policy shall be kept valid till the date of Operational Acceptance of the project. Alternatively, if the Contractor has an existing 'Workmen Compensation Policy' for all its employees including that of the Subcontractor(s), the Contractor must include the interest of the Employer for this specific Project in its existing 'Workmen Compensation Policy'.
- (III) Without relieving the Contractor of its obligations and responsibilities under this Contract, before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed including the Defect Liability Period. The insurance shall be extended to indemnify

the Principal for the Principal's statutory liability to persons employed by the Contractor.

The Contractor shall also ensure that each of its Subcontractors shall effect and maintain insurance on the same basis as the 'Workmen Compensation Policy' effected by the Contractor.

(e) Contractor's Plant and Machinery (CPM) Insurance

The Employer (including without limitation any consultant, servant, agent or employee of the Employer) shall not in any circumstances be liable to the Contractor for any loss of or damage to any of the Contractor's Equipment or for any losses, liabilities, costs, claims, actions or demands which the Contractor may incur or which may be made against it as a result of or in connection with any such loss or damage.

The Employer shall be named as co-insured under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 39.1, except for the Third Party Liability, Workmen Compensation Policy Insurances, and the Contractor's Subcontractors shall be named as co-insureds under all insurance policies taken out by the Contractor pursuant to GCC Sub-Clause 39.1 except for the Cargo Insurance During Transport, Workmen Compensation Policy Insurances. All insurer's rights of subrogation against such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies.

(f) Contractor All Risk Policy for Maintenance and Defect Liability Period:

(for projects valuing more than Rs. 100 Cr and having maintenance and defect liability period)

- (I) The policy should cover the equipments covered under maintenance and defect liability period for repair and replacement at site alongwith all physical loss or damage to the facility at site caused due to their failure covering all the perils as provided in the policy as a basic cover and the add on covers at S. No. (III) below:

Amount	Deductible limits	Parties insured	From	To
105% of CIP Entry Border Point Price /CIF Indian Port of Entry Price of all the Plant and Equipment covered under the Maintenance and Defect Liability Period to be supplied from abroad plus customs duties (including BCD, GST, Cess etc.) on	Minimum deductible as per Tariff Advisory Committee guidelines*	Contractor & Employer	Taking over date	Up-to Defect Liability Period.

merit rate and 105% of Ex-work Price of all the Plant and Equipment covered under the Maintenance and Defect Liability Period to be supplied from within India plus GST, if additionally payable.				
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****The deductibles as aforesaid shall not absolve the Contractor of his risks and liabilities under the contract provisions for insurance and in case of a claim under the policy, deductibles, if any, shall be to the Contractor's account***

- (II) The Contractor shall take the policy in the joint name of Employer and the Contractor. All these policies shall indicate Employer as the beneficiary. The policy shall be kept valid up to defect liability period of the project and the period of the coverage shall be determined with the approval of the Employer.
- (III) The following add-on covers shall also be taken by the Contractor:
- i) Extended Maintenance cover for Defect Liability Period
 - ii) DesignDefect

The insurance (s) shall be taken from the General Insurance Corporation of India or any other Insurance Company [appearing in the approved list for non-life insurer of Insurance Regulatory and Development Authority (IRDA)] approved by the purchaser. The insurance policy shall have jurisdiction of courts at Jaipur (Rajasthan) only.

B) Insurances to be taken out by the Employer

The Employer shall at its expense take out and maintain in effect during the performance of the Contract the following insurances.

Amount	Deductible limits	Parties Insured	From	To
_____ NIL _____				

Schedule-O (Attachment-10)- FOR LINE

SCHEDULE OF PRICE ADJUSTMENT

Bidder's Name & Address:

To,

Superintending Engineer(Contracts-II)
MM Building, Old Power House Premises
Jaipur-302006.

Dear Sir,

We hereby furnish the relevant details pertaining to the price adjustment provisions for equipment as specified in your specifications and documents for the Specification No. BN-**9019002102**. The necessary documentary evidence is enclosed:

S. No.	Name of Materials	Value of co-efficient	Name of the published index	Value of index as one month prior to the due date of opening of Techno-Commercial Part of bid
1	2	3	4	5
A.	For Tower Parts			
SBLR	Price index of steel blooms – Retail	0.32	as published by IEEMA	As per applicable IEEMA Indices
SBIR	Price index of steel billets – Retail	0.25	as published by IEEMA	As per applicable IEEMA Indices
Z _n	Price index for Electrolytic High Grade Zinc.	0.09	as published by IEEMA	As per applicable IEEMA Indices
W	All India average consumer price Index number for industrial workers (Base: 2001=100).	0.23	as published by IEEMA	As per applicable IEEMA Indices
B.	For GI Bolts & Nuts, GI Step Bolts & Nuts and Electro Galvanised Spring Washers			
SBLR	Price index of steel blooms – Retail	0.57	as published by IEEMA	As per applicable IEEMA Indices

Z _n	Price index for Electrolytic High Grade Zinc.	0.09	as published by IEEMA	As per applicable IEEMA Indices
W	All India average consumer price Index number for industrial workers (Base: 2001=100).	0.23	as published by IEEMA	As per applicable IEEMA Indices
C.	For Conductor			
1.	For MOOSE Conductor			
a.	EC Grade Aluminium wire rod	As per Annexure-B		
b.	H.T.G.	As per Annexure-B		
D.	For Erection Price Component			
1.	For Erection Price Component (including civil works but excluding 'supply & placement of reinforcement steel', 'concreting', survey and aviation signal)			
S. No.	Name of Materials	Value of co-efficient	Name of the published index	Value of index as one month prior to the due date of opening of Techno-Commercial Part of bid
1	2	3	4	5
A	Rate for Diesel Oil as published by Indian Oil Corporation for Delhi (available on IOCL website)	0.22	IOC Circular	As per applicable Indices
L	Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).	0.58	All India CPI Index for Industrial workers as published by Labour Bureau, Shimla (Govt.) & circulated by IEEMA	As per applicable Indices
2.	Supply & Placement of Reinforcement Steel			
A	Rate for Diesel Oil as published by Indian Oil Corporation for Delhi (available on IOCL website)	0.10	IOC Circular	As per applicable Indices

L	Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).	0.05	All India CPI Index for Industrial workers as published by Labour Bureau, Shimla (GoI) & circulated by IEEMA	As per applicable Indices
B	Whole sale Price Index number for 'Ferrous Metals' (Group Item) (monthly) (Base 2004-05=100)	0.65	as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in	As per applicable Indices
3.	For Concreting			
A	Rate for Diesel Oil as published by Indian Oil Corporation for Delhi (available on IOCL website)	0.20	IOC Circular	As per applicable Indices
L	Indian field Labour index-namely All India Consumer Price Index for industrial workers as published by Labour Bureau, Shimla (Govt. of India).	0.10	All India CPI Index for Industrial workers as published by Labour Bureau, Shimla (GoI) & circulated by IEEMA	As per applicable Indices
B	Whole sale Price Index number for 'Cement & Lime' (Group Item) (monthly) (Base 2004-05=100)	0.30	as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in	As per applicable Indices
C	Whole sale Price Index numbers for 'Structural Clay Products' (Group Item) (monthly) (Base 2004-05=100)	0.20	as published by office of Economic Advisor, Ministry of Commerce & Industry on their website www.eaindustry.nic.in	As per applicable Indices

Date : (Signature)

Place : (Printed Name)

(Designation)

(Common Seal)

Specification No.: RVPN/EHV/BN-9019002102

PERFORMANCE CERTIFICATE FROM OWNER OF SUB-STATION IN RESPECT OF WORKS C

Details of Project :
Name& Designation of Project In-charge :

S.No.	Order No. & date	Details of project / work inIndia	Details of contractor / Awardee	No. of 400 kV /765kV bays	Date of Commi-ssioning bay-wise	Da Ta Ov wis

Place :
Date:

Schedule-Q (LINES)

PERFORMANCE CERTIFICATE FROM OWNER OF TRANSMISSION LINE IN RESPECT OF WORKS CARRIED OUT IN INDIA

Details of Project:

Name& Designation of Project In-charge:

S. No.	Order No. & date	Details of project / work	Mode of Execution of project (Turnkey / Labour)	Details of contractor / Award ee	Voltage class of line	Route length of line	Date of Commissioning of Line	Date of Taking Over	Performance of work	Remarks

Signature & Seal of the Owner

Contact No. _____

Fax & e-mail _____

Place :

Date: