

Bharat Heavy Electricals Ltd.,

(A Government of India undertaking)

Electronics Division

PB No.2606, Mysore Road, Bangalore-560026, India

Quotations are invited under two part bid system for Quotations are invited under two part bid system for Battery energy Storage system (BESS) package include Design, engineering, sizing calculations, manufacturing, training to BHEL and NLCIL, pre-shipment testing at supplier's works, packing, transportation, delivery at site, unloading, storage, installation and commissioning, comprehensive insurance, successful completion of facilities inclusive of supply of mandatory spares, performance and guarantee testing of complete BESS system at AttamPahad and at Dolly Gunj, Port Blair, South Andaman and integration with BHEL's 2x10MW Solar PV power plant at same location.

RFQ NO and date	RCKMOU01 dated 03.08.2017
RFQ due date & time	10.08.2017 up to 13.00 hrs (IST)
Date, Time & Venue of Part-I Bid Opening	10.08.2017 after 13.30 hrs (IST)
Date, Time & Venue of Price Bid opening	Will be intimated later for technically accepted vendors
Bid Guarantee Amount	Rs. 2,30,00,000/- or Or equivalent international currency
Address for Communication & Contact Person in BHEL	Mr. S.Pankaj Kumar (08126333426)/ Mr. Chendhil Kumar R (09449869644), SC&PV MM Department, BHEL Electronics Division, PB NO 2606, Mysore road, Bangalore-560 026. INDIA Email: spankaj@bheledn.co.in , chendhil@bheledn.co.in Telephone number: +91 80 26989667, +91 80 26998391

Name and address of the Independent External Monitor for this tender	Mrs. Pravin Tripathi, IA and AS (Retd.) D-243, Anupam Gardens, Lane IB, Sainik Farms, New Delhi- 110 068, Email: pravin.tripathi@gmail.com.
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For further details please please visit our web site: www.bheledn.com or www.bhel.com, or www.tenders.gov.in. All corrigenda, addendum, amendments, time extensions, time extensions, clarifications, etc (if any) to the Tender will be hosted on these websites www.bheledn.com or www.bhel.com only. Bidders should regularly visit websites to keep themselves updated.

Note: Registration procedure for items required by BHEL is always open at <https://suppliers.bhel.in>. Prospective suppliers (including MSEs and owned by SCs / STs (may visit this site and apply for registration in the respective Unit.

PRELUDE:

NLCIL, Neyveli has floated ICB tender installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman with associated 33 KV Switchyard and grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration including Design, Engineering, Manufacture, Inspection at supplier's works, supply, insurance, transportation, delivery at Site, storage, erection, testing, commissioning. The scope of work also includes Operation and Maintenance of the entire system for twenty five years including one year warranty period.

BHEL-Electronics Division, Bangalore is participating in the ICB tender floated by NLCIL and through this tender seeks to enter into a Consortium Agreement with Techno-Commercially and price wise best Vendor of Battery energy Storage System Manufacturer / Supplier to Associate with BHEL for Participating in the above Tender of NLCIL along with BHEL who will be the lead Bidder.

The Bidder's scope of work for the Battery energy Storage system (BESS) package include Design, engineering, sizing calculations, manufacturing, training to BHEL and NLCIL, pre-shipment testing at supplier's works, packing, transportation, delivery at site, unloading, storage, installation and commissioning, comprehensive insurance, successful completion of facilities inclusive of supply of mandatory spares, performance and guarantee testing of complete BESS system at AttamPahad and at Dolly Gunj, Port Blair, South Andaman and integration with BHEL's 2x10MW Solar PV power plant at same location.

The scope of work also includes Operation and Maintenance of the BESS system for (25) twenty five years including one year warranty period as detailed under Technical Specification.

Bidder's scope for this tender shall also include coordination with BHEL for arriving at the best configuration of BESS to ensure Guaranteed Generation as committed to NLCIL, carry out any routine, preventive and breakdown maintenance immediately to ensure availability of the system and preventing Generation Loss, effect and deploy immediately any replacements / additional supplies and services that may be required during the 25 year O&M period to ensure guaranteed generation.

Bidder shall also provide services to BHEL-EDN as detailed in the Technical specifications

PRE-QUALIFICATION REQUIREMENTS (PQR) :

Bids of Only such Bidders who meet all the following Qualification criteria, shall be evaluated:

(a) Bidder should have executed contracts of Design/Engineering, Supply, Erection/Supervised erection, commissioning of Battery Energy storage system with

cumulative capacity of 2.5 MWhr. or above as on the original scheduled date of tender opening and out of which at least one Battery Energy Storage System shall be of minimum 1.0 MWhr. capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening.

(b) Other Conditions:

(1) The Bidder shall attach documentary evidence to prove that the qualifying requirements mentioned in Clause (a) and (b) and (c) above are met by him / them, along with the bid in the form of end user certificate, in the name of the bidder, together with full contact details for verification. The Bidder shall submit End User Certificate which is subject to verification for qualification. In case the bidder furnishes the end user certificates showing the experiences of their own installations or subsidiary or group companies or companies under the same Management, a confirmation from the firm which is having the experience in this regard is to be enclosed along with end user certificate. In case the bidder furnishes the end user certificates of their subsidiary or group companies or companies under the same Management, in addition to End User Confirmation. BHEL / NLCIL reserves the right to inspect such installations where such certificates are obtained by the Bidder, only if the Bidder facilitates necessary inspection of such installation by BHEL/NLCIL. However, cost pertaining to BHEL / NLCIL personnel for such inspection shall be borne by the purchaser. BHEL / NLCIL reserves the right to inspect the plant(s) referred to by the bidders as well as the original documents submitted in support of their claim to assess its veracity. BHEL / NLCIL reserves the right to ask the bidders to furnish the experience certificate authenticated by the Indian Embassy in that country for installation outside India and to furnish the experience certificate attested by a Notary Public for installation within India.

After submission of Bids by BHEL, NLCIL reserves the right to consider any foreign installations claimed by BHEL's Associate, as experience, only if the Associate facilitates necessary inspection of such installation by NLCIL. However, cost pertaining to the NLCIL's personnel for such inspection shall be borne by the NLCIL.

The bidder shall furnish major legal cases and their statutory liabilities if any.

c) Financial Criteria of Bidder

i) The Bidder or the Leader shall have Positive Net Worth as on the last day of the preceding financial year, as per the latest audited financial statements.

(ii) Average Annual Turn Over of the Bidder, shall not be less than Rs.137.78 Cr. in the preceding three (3) consecutive financial years as on the original scheduled date of tender opening.

d) Establishment and man power criteria:

The bidder shall be able to provide services to BHEL-EDN as detailed in the specifications within 24 hours of BHEL-EDN asking for the same. It is preferred that the Bidder has a local

Indian office for providing services to BHEL-EDN. However Bidders who do not have a local India office may also participate if they are willing to start a local Indian office with at least 10 engineers working on Simulator Software and services within 30 days from the date of receipt of order by BHEL from NLCIL, for which documentary evidence shall be furnished.

Exclusivity criteria:

The bidder who is selected in this Bid as BHEL's Associate shall preferably not participate in this NLCIL's Bid either directly or as an associate of any other Bidder. Else, the Bidder shall at least mandatorily agree to participate as BHEL's Associate as a preferred partner and provide preferential pricing to BHEL. An undertaking to this effect shall be submitted by Bidder on Company letter head and seal stating the above. If at a later date it is found that Bidder has violated this requirement, then BHEL may ban the Bidder from bidding to BHEL for any product or services in future.

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**TECHNICAL SPECIFICATION FOR
BATTERY ENERGY STORAGE SYSTEM
FOR GRID CONNECTED SOLAR PV POWER PLANT**

Approved by : BNR

Revision details: R00

Prepared
VCP

Date
02/08/2017

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SECTION 1.0 PROJECT INFORMATION

1.1 Project Site:

The project site for the installation of 2x10 MW (AC) Grid Interactive Solar PV power plant integrated with 28MWHr (minimum) Battery Energy Storage System (BESS) is situated in Attam Pahad and at Dolly Gunj, Port Blair, South Andaman. General information of the project site is as follows:

1. High tide level: 2 Meters
2. Low tide level: 0 Meters
3. Access road: 250 Meters away from Andaman Trunk Road (ATR- NH 4).
4. Nearest Airport: The distance from Veer Savarkar International Airport, Port Blair to Attam Pahad/Dolly Gunj is 4.1 KMS.
5. Nearest Seaport: Port Blair is the main Harbour to receive all mainland vessels
6. Latitude of Attam Pahad site: 11.62°N
Longitude of Attam Pahad site: 92.7°E
Latitude of Dolly Gunj site: 11.627901°N
Longitude of Dolly Gunj site: 92.711303°E
7. Climate:
Monthly Average Maximum Temperature-29.89°C
Monthly Average Minimum Temperature-22.42°C
Relative Humidity: 90% (Maximum)
Relative Humidity: 70% (Minimum)
Average Annual rainfall: 254.75 cms
Basic Wind speed: 5.3 m/s
Seismic zone: V

SECTION 2.0 BATTERY ENERGY STORAGE SYSTEM (BESS) & ENERGY MANAGEMENT SYSTEM (EMS)

- 2.1 Daily load levelling of the Solar PV Plant integrated with BESS shall be designed in such a way that day time scheduled, flat and firm power shall be fed into the grid and the balance shall be stored in battery and discharged after solar hours to meet the Annual guaranteed net energy export. The schedule of power during Solar hours can be in multiple steps of suitable ramp rates in confirmation with Andaman & Nicobar administration's grid parameters and the details shall be finalized during detailed engineering in line with the system requirements. On any condition fluctuations in the Solar PV generation shall not be fed into the grid. If any such occurrence happens the compensation for the losses if any imposed by Electricity department/Andaman & Nicobar Administration shall be borne by the Contractor.

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- 2.2 The digital inputs from Inverters, SMUs, Power Conversion System of BESS, outgoing feeders, grid parameters and using other required inputs, the EMS shall ensure that none of the solar fluctuation and intermittency shall affect the grid parameters. EMS commands shall translate into action for quick charging and discharging modes of BESS, so that Solar PV power fluctuations are completely absorbed, smoothened, scheduled, flat and firm power is fed into the grid. Based on the history of data of various grid parameters available in Port Blair including existing 5 MWp Solar Power Project, the forecast shall be finalized during detailed engineering to achieve the above functions in a coordinated way. In monsoon period, the daily average Solar Insolation is low and due to cloud passing, the intermittency is also high. During this period charging of BESS using Solar PV power shall be given priority, with less feeding power during day time to Grid.
- 2.3 Components required to support reactive power shall also be taken into consideration for the design of EMS and BESS.
- 2.4 The critical parameters such as Response time, Discharge duration, Depth of discharge, Frequency of Discharge, Cycle life, round trip cycle efficiency, performance degradation, self-discharge characteristics, short time discharge ratings, transient response characteristics, auxiliary systems requirements etc. shall be finalized during detailed engineering to meet the system requirements and to achieve guaranteed net energy export and daily load leveling.
- 2.5 Simulation studies shall be done for various conditions of Solar Generation, Grid condition and fault conditions during detailed engineering. Necessary documents required for obtaining the grid parameters available with Electricity Department, ANI shall be provided by BHEL/NLCIL. However it is the Contractors responsibility to carry out the simulation studies based on available grid parameters and appropriate assumptions. The simulation results shall be the basis for the design of the system and it shall be submitted for BHEL approval
- 2.6 The bidder shall submit complete design documents and expected performance of the BESS calculations, drawings, reports and data and other submittals for BHEL approval during detailed engineering.
- 2.7 Prior to the despatch of BESS, a unit part of the system which shall represent the final BESS system to be installed at site, shall be connected with a real mini-grid environment comprising around 70% Solar PV power and around 30% DG power. It shall be arranged by the Contractor in any test place of convenience in the presence of BHEL, NLCIL and Electricity Department, ANI authorities. This test is envisaged with an aim to minimize malfunctions during installation on-site. Validation of simulation results with actual test results shall be carried out before dispatch.
- 2.8 Fire protection system (FPS) shall be designed for the BESS in line with NFPA or international norms and regulations applicable and system requirements taking into consideration of the project site at island.

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- 2.9 Power Conversion System (PCS) for BESS shall have efficient cooling and a more compact housing concept. The housing concept must be a closed-concept with an air-conditioning system or a ventilation system as recommended by OEM shall be supplied either in a separate compartment or integrated system. The BESS shall be able to supply power at power factor of 0.95 leadlag during normal operation and should be able to follow grid power factor until 0.8 lead-lag. During the period of back down/surrender, grid outage conditions, the BESS can be charged from Solar PV Power plant
- 2.10 The response of PCS shall be in such a way that it meets the requirements of Energy Management System (EMS) which is in the scope of the bidder as well as Energy Management Centre which is in the scope of Electricity Department, A & N Administration. The Energy Management System (EMS) shall function as the main command centre for the entire plant and receive inputs via SCADA, from Solar PV strings, inverters, HT transformers, Feeders, Battery Management system, power conversion system, weather monitoring unit, Grid parameters etc. the charging and discharging commands shall be issued accordingly.
- 2.11 Test certificates and test reports of IEC 62133, IEC 61959 and IEC 61960 or other international equivalent standards applicable for the battery technology selected shall be submitted by the bidder for BHEL approval. All other test certificates and test reports as per international standards and norms for large scale Battery Energy Storage System shall be submitted for BHEL approval.
- 2.12 BESS replacements, repairs, substitutions, maintaining spares and consumables etc., shall be planned and carried out by the bidder so that the annual guaranteed net energy export is achieved.
- 2.13 Load banks devices with dummy loads of capacity suitable for a unit part of BESS specially designed for battery discharge testing shall also be a part of BESS maintenance and testing system at project site
- 2.14 The bidder shall install and integrate minimum 28 MWhr. BESS with 2 x 10 MW (AC) Solar Power Plant. The bidder shall install and integrate more capacity to achieve the annual guaranteed net energy export if required without any extra cost to BHEL.
- 2.15 The scope of supply shall consists of all components but not limited to the following:
BESS:
- Battery cells /Modules
 - Power Conversion System, Battery Management System, Control panels and HMI interfaces
 - Interconnection cables and LT panels
 - Data communication units
 - Auxiliary systems and ventilation systems
 - Fire Protection system and suppression system, safety equipment
 - Container unit
 - Input for Civil foundation works, Dike structures surrounding the battery units to protect the environment during ruptures of BESS units shall be provided.

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EMS:

The design of EMS shall aim for fully automated PV Power plant with optimized power generation features, grid monitored safety functions, integration with A&N grid energy management center and PV plant SCADA & HMI interfaces, user friendly operation, daily load levelling, scheduling, forecasting, data management and remote function capabilities.

- 2.16 The bidder have to submit design validation, technical specifications, drawings and documents of the above components for BHEL approval during the detailed engineering.
- 2.17 On any condition grid power shall not be used for charging BESS, however grid power shall be used for auxiliary system, during unavailability of Solar power and BESS discharge power to feed the auxiliaries. Energy required for initial charging shall be drawn from Solar PV Power plant.

SECTION 3.0 TESTING, COMMISSIONING AND PG TEST

- 3.1 On completion of erection, Bidder shall carry out testing, commissioning, operational checks, instrument and device calibrations, control loop checks, interlock and trip checks, etc., based on a systematically planned procedure. All manufacturers' specific recommendations for testing shall be included. All test results shall be provided to BHEL for verification and acceptance during commissioning of the entire system.
- 3.2 The Bidder shall do cleanup of all equipment and area within project site prior to preparing the equipment for trial run and start-up. The startup and commissioning of the entire system shall be executed by the Bidder in a planned coordinated sequence.
- 3.3 Safety precautions and manufacturers recommendations shall be strictly followed for BESS testing and commissioning activities.
- 3.4 Calibration and commissioning of all instruments and control equipment supplied under this contract shall be executed by the bidder. Hardware required for erection of all instruments and control equipment covered under this contract shall be supplied by the bidder.
- 3.5 Pre-commissioning checks, individual loop checks, power initialization, back charging, verification of system functioning, trouble shooting, final solutions to application and / or instrument problems etc., are bidder responsibility. All the required software and hardware changes shall be incorporated as required for successful commissioning to BHEL's satisfaction. O&M activities from part commissioning up to provisional take over shall be carried out by the bidder at no extra cost to BHEL. On any condition grid power shall not be used for charging BESS. Energy required for initial charging shall be drawn from Solar PV Power plant.

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- 3.6 Supply and erect metallic tags on the equipment / instruments and accessories supplied by the Bidder. The tags and connecting wires shall be of stainless steel and the size of the tags shall be adequate to accommodate tag number.
- 3.7 Follow up of all the required activities to obtain A&N Administration / Central Electrical Inspectors approval for the installation and carrying out any changes called for by the Inspector at no extra cost to BHEL.
- 3.8 The Provisional Acceptance Certificate (PAC) will be issued after necessary checks of works by NLCIL and the bidder fulfilling all contractual obligations. The plant will be operated and maintained by the bidder for one year from the date of issue of Provisional Acceptance Certificate i.e., Provisional Take Over under full warranty conditions for which no payment will be made for the bidder. Performance Guarantee test period of one year will be concurrent with the warranty period of one year O&M period for 25 years will commence from the date of provisional acceptance. No O&M payment will be made for the PG test period/warranty period.
- 3.9 PERFORMANCE GUARANTEE TEST (PG TEST)

Performance Guarantee Test shall be carried out for the entire system for one year after provisional take over. PG parameters shall consist of two components.

Guaranteed Net Energy Export in Kwhr of the scheduled, flat and firm power measured at 33KV switchyard metering station of the Grid interconnection take off points during solar hours during one year PG period.

Guaranteed Net Energy Export in Kwhr of the scheduled, flat and firm power discharged from BESS, measured at 33KV switchyard metering station of the grid interconnection take of points during evening/night hours including Grid peak hours (between 5PM to 10PM)

The maximum MW that shall be discharged from BESS to the 33 KV Grid during peak hours shall be limited to 8 MW. However the charging capacity of BESS shall be designed to meet the system requirements and to meet the Annual Guaranteed Net Energy Export.

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The annual guaranteed net energy export for 25 years shall be as per the following table:

Year	Annual Guaranteed Net Energy Export in Kwhr of the scheduled, flat and firm power measured at 33KV switchyard metering station of the Grid interconnection take off points during Solar Hours (BHEL Scope)	Annual Guaranteed Net Energy Export in Kwhr of the scheduled, flat and firm power discharged from BESS, measured at 33KV switchyard metering station of the Grid interconnection take off points during evening/ night hours including grid peak Hours (between 5PM to 10PM) (Bidder Scope)
1 (PG Period)	13875840	10406880
2	13735680	10301760
3	13595520	10196640
4	13455360	10091520
5	13315200	9986400
6	13175040	9881280
7	13034880	9776160
8	12894720	9671040
9	12754560	9565920
10	12614400	9460800
11	12521894	9391421
12	12429389	9322042
13	12336883	9252662
14	12244378	9183283
15	12151872	9113904
16	12059366	9044525
17	11966861	8975146
18	11874355	8905766
19	11781850	8836387
20	11689344	8767008
21	11596838	8697629
22	11504333	8628250
23	11411827	8558870
24	11319322	8489491
25	11226816	8420112

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During the O & M period due to Battery replacements/substitutions if any shall fall occurs in Annual Net Energy Export in that year/years then the short fall in Annual Net Energy Export shall be limited to maximum three years.

SECTION 4.0 QUALITY ASSURANCE, INSPECTION AND TESTING

4.1 GENERAL

4.1.1 The documents related to Manufacturing Quality plan shall be submitted to BHEL for approval.

4.2 QUALITY ASSURANCE AND QUALITY CONTROL

4.2.1 The Bidder shall submit technical documents along with, comprehensive QA & QC documents proposed to be adopted for this project.

4.2.2 All major equipment shall be inspected in line with Manufacturing Quality Plan (MQP) issued by OEM.

4.2.3 No dispatches shall be made by the supplier without obtaining clearance for dispatch from BHEL. Wherever reworks are involved re-inspections may be conducted and all expenditure towards the same shall be borne by the Bidder.

4.3 FIELD INSPECTION & TESTING

4.3.1 Field Quality Plans (FQP) shall detail out all the site tests / checks to be carried out during receipt, storage, erection of the equipment. The Bidder shall furnish copies of the erection & commissioning manuals, reference documents and inspection procedure through soft as well as hard copy. In the Field Quality Plans, BHEL/NLCIL will identify customer hold points (CHP), i.e. test/checks which shall be carried out in presence of BHEL/NLCIL officials and beyond which the work will not proceed without consent of BHEL/NLCIL in writing. After FQP finalization and approval, the same shall be submitted in compiled form.

SECTION 5.0 OPERATION AND MAINTENANCE (O&M)

5.1 GENERAL

5.1.1 The Bidder shall carry out O&M activities for the entire System for 25 years including one year warranty.

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5.1.2 Operation work includes day-to-day operation of the entire BESS system. The responsibility of ensuring uninterrupted operation of the entire system lies with the bidder or else it will attract penalty/loss of compensation as per relevant clauses of the specification.

5.1.3 The bidder shall furnish proposed maintenance (preventive) schedule for the operation and maintenance of the entire system for BHEL approval. As the O&M contract period is for 25 years including warranty period, the long term maintenance/replacement schedule indicating the unit replacement of parts/equipment, if any, shall also be furnished considering the life of such parts/equipment. Equipment overhaul schedule indicating the loss of generation during such periods, if any, and the proposed catch up plans for maintaining the scheduled/committed generation shall also be furnished.

5.1.4 The maintenance staff for the Entire System shall be available at all times in the plant premises.

5.1.5 The Bidder shall maintain attendance register for all their staff deployed for carrying out jobs on regular basis and shall be produced for verification on demand by authorized personnel of BHEL/NLCIL.

5.1.6 The Bidder shall ensure that all safety measures are taken at the site to avoid the accidents to his employees or his sub Bidder employees.

5.1.7 In order to ensure longevity, safety of the core equipment and optimum performance of the system, the Bidder shall use only genuine spares of high quality standards.

5.1.8 The O & M charges as per price schedule are inclusive of replacement of parts/equipment, systems, spares, consumables, etc.

5.2 SCOPE

5.2.1 The Bidder shall provide his operation and maintenance staff for the entire system for day-to-day operation and maintenance. The operation and maintenance personnel shall be qualified, certified by competent authorities and well trained so that they can handle any type of operational hazards quickly and timely. The responsibility of providing suitable Personal Protection Equipment rests solely with the bidder.

5.2.2 The security of the entire plant area shall rest with BHEL for the contract period.

5.2.3 The maintenance personnel shall be in a position to check and test all the equipment regularly, so that, preventive maintenance, could be taken well in advance to save any equipment from damage. Abnormal behavior of any equipment shall be brought to the notice of BHEL not later than 2 hours for taking appropriate action.

5.2.4 All repairing & replacement works are to be completed by the Bidder within reasonable time from the time of occurrence of fault or defect. If it is not possible to set right the equipment within reasonable time, the

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Bidder shall notify BHEL indicating nature of fault & cause of damage etc. within 12 hours from the time of occurrence of the fault.

5.2.5 During operation and maintenance, if there is any loss or damage to any component of the BESS due to miss-management/ miss-handling or due to any other reasons, what so ever, the Bidder shall be responsible for immediate replacement / rectification of the same. The damaged component may be repaired, if it is understood after examination that performance of the components shall not be degraded after repairing, otherwise the defective components shall have to be replaced by new one without any extra cost to BHEL.

5.2.6 The scope of maintenance work shall include the following:

5.2.6.1 Regular operation and maintenance of the entire System and submission of daily performance to BHEL. The Bidder shall maintain log book in this respect to clearly record the date of checking & comments for action taken etc.

5.2.6.2 The scope of operation and maintenance includes all equipment/accessories of the entire system and proper records of operation of the entire System shall be kept as per direction of BHEL/NLCIL.

5.2.6.3 Cleaning of the BESS shall be carried out on regular basis.

5.2.6.4 Normal and preventive maintenance of the BESS shall be carried out on regular basis.

5.2.6.5 Keeping & recording daily log sheet as per approved format shall be maintained after commissioning of the entire system.

5.2.6.6 Under no circumstances, the bidder shall run the system in such a way that will damage the grid.

5.2.6.7 The bidder shall submit monthly Performance report of entire system indicating net energy export data as per approved format within three days of the following month. The reporting shall also include any mismatch or abnormality in the performance of the system based on SCADA and EMC details for review. Day to day coordination with A & N Administration Electricity department and submitting reports, details required by them shall also under the scope of the O & M contract.

5.2.6.8 The Bidder shall preserve all recorded data in both hard copy and soft copy format and shall submit to BHEL every month.

5.2.6.9 During operation and maintenance period, the Bidder shall refill the fire extinguishers as per manufacturer's recommendation before expiry.

5.3 TOOLS AND TACKLES

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5.3.1 Tools and tackles is not a supply item. A list of tools and tackles which are required for O & M of the entire system shall be maintained by the bidder for use during the O & M period. The bidder shall maintain all regular/special O&M tools apart from the tools and tackles.

5.3.2 Such special tools used by the bidder during operation and maintenance period shall be handed over to BHEL at the time of completion of 25 years O&M period including warranty period.

5.4 SCOPE DIVISION

Scope of Work	Executing Agency	Particulars	Terminal Point
2X10MW(AC) Solar PV power plant	BHEL	-BHEL shall be responsible for supply and installation of solar PV power plant -Solar array, Structure, SMU, PCU, Transformer, HT panel, metering equipment, SCADA	Upto 33kV metering yard.
28MWHr BESS system (Minimum) and EMS	Bidder	-BESS Supply includes- Battery bank, BMS, PCS, HVAC, protection system. All the above shall be containerized. Each shall be 20 feet container. EMS shall be in the main control room integrated with the SCADA	Up to output terminal of PCS containers. Power cable from PCS container to transformer will be BHEL scope. EMS shall achieve design functions as per this specification
Power evacuation from BESS	BHEL Bidder	-BESS transformer with 1 LV winding and 1 HV winding, 33kV panel and metering unit at metering yard. -Bidder shall ensure system suitability to interconnect output from BESS system to LV side of BESS transformer.	Upto 33kV metering yard.
All Civil Work	BHEL Bidder	- BHEL shall carry out all civil works. - Foundation drawings and load details for container installation.	
Supervision and I&C	Bidder	- Bidder shall be responsible for all supervision of installation and	

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	BHEL	commissioning works required for their scope of supply. - BHEL shall be responsible for Installation of bidder supplies and I&C of BHEL scope of supply.	
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5.5 LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH TECHNICAL BID

5.5.1 Detailed Schematic diagram of Battery Energy Storage System (BESS) and EMS including following details:

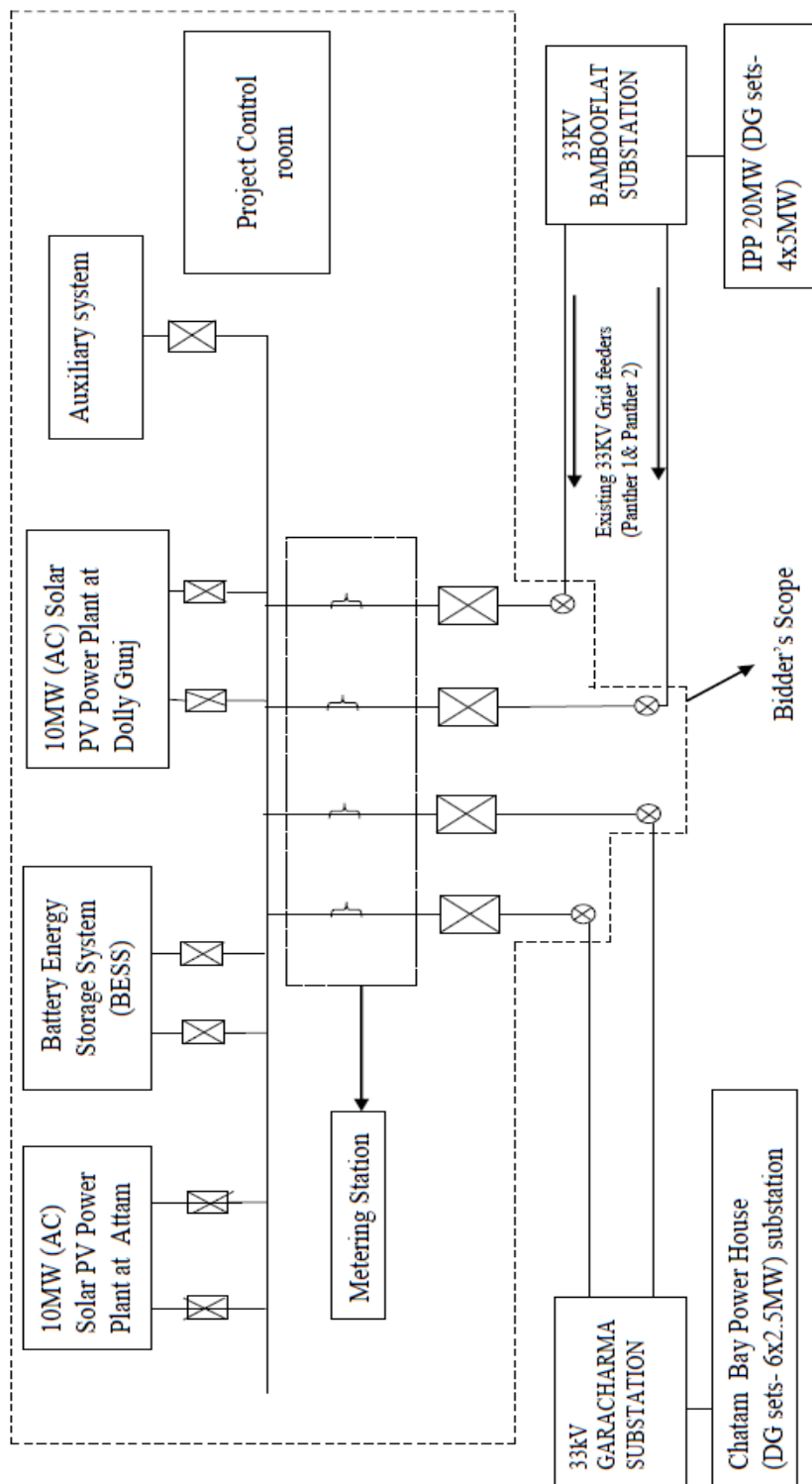
- a) Schematic diagram of battery container
- b) Schematic diagram of PCS container
- c) EMS System configuration

5.5.2 Battery details with assumptions / considerations to meet tender requirement of day time power smoothening and energy shift applications (Including but not limited to DOD, Number of cycles, expected life, battery technology).

5.5.3 Technical Particulars of Battery with BMS, PCS, EMS and fire protection system.

5.5.4 Proposed container layout with tonnage, civil foundation details and area requirement.

Fig. 1: Typical scheme of proposed system.



Note: 1. This block diagram is tentative and for tender purpose only.

2. The entire scheme shall be finalised during detailed engineering to suit Grid/system requirement as per contract conditions.



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

SCPV: BOS: ITB - Rev 02

INSTRUCTIONS TO BIDDERS (ITB)

Bidders are requested to read the instructions carefully and submit their quotations covering all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: SCPV: BOS: ITB – Rev 01), General Conditions of Contract (document reference: SCPV: BOS: GCC - Rev 01) and Special Conditions of Contract (document reference: SCPV: BOS: SCC: I - Rev 01/ SCPV: BOS: SCC: F - Rev 01), if any, of the enquiry.
2. Any deviations from or additions to the “General Conditions of Contract” or “Special Conditions of Contract” require BHEL’s express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. **(Please also refer clause 11 under section B)**
4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
 - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
 - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
 - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
8. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to incomplete or missing documentation will be recovered from the supplier’s bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. **(Refer Annexure I)**
9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: **www.bhel.com**.

10. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, poor quality, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
 - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
 - **TWO PART BID:** Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed "**Techno-commercial offer** and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**". Both these envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number, due date of tender and any other details as called for in the tender document.
 - **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission at the venue/place specified or if any part of the offer is incomplete the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions shall be duly filled, signed & stamped and must accompany Technical-Commercial offer without fail and should be submitted in original only. Photocopy will not be accepted. All documents submitted along with the offer shall be signed and stamped in each page by authorized representative of the bidder.
4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without any deviation.
5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and / or any other relevant documents called in purchase specification as part of Technical Bid.
7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.
8. In addition, bidder shall also quote for erection & commissioning charges (I&C charges), documentation charges, service charges, testing charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega

Power Projects, Export Projects, MNRE Concession or other similar projects wherein supplies are eligible for customs duty /Excise duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.

11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure VI** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid". BHEL decision will be final.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer. **(This clause will not be applicable for e-tenders).**
2. E-Mail / Internet / EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email IDs within time of submission of tender.
3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over to purchase officers.
4. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. In case of e-procurement, bidders can see tender results till seven days after due date and time.
5. Vendor will be solely responsible:
 - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
 - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
 - d. For offers received through email/courier etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time.
 - e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.
Service provider: M-junction
Website address: <https://bheleps.buyjunction.in/>
Helpline no.: 033-66106426/6217/6013/6046/6176 (9:30 am to 5:30 pm)
9163348283/9163348284/9163348285/9163348286/8584008116 (5:30 pm to 8:30 pm)

Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

D. PROCESSING OFFERS RECEIVED:

1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions by BHEL, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening of Part-1 Bid).

4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening. Impact price means only for those items which have been impacted by addition / deletion / changes in the technical specifications or commercial conditions. The impact may be +/- incremental value of the currency in which originally quoted. The impact price bid to be submitted on the cut-off date, time & venue as specified by BHEL. The impact price bid shall be opened along with original price bid.
5. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder.
6. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
7. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order.
8. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL"). As per RFQ terms.
"Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties, inspection charges, freight charges, test charges, insurance, service tax for services, any other cost indicated by vendor for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions & MNRE Exemptions (statutory benefits), customer reimbursements of statutory duties (like Excise Duty, CST, VAT) will also be taken into account at the time of tender evaluation. (Wherever applicable and as indicated in SCC document of tender)
9. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids:	Date of tender opening
Two/three part bids:	Date of Part-I bid opening
Reverse Auction:	Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.
10. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers and on the basis or evaluation of Total Cost to BHEL.

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT. (Applicable for Indian vendors only)
2. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only). Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
3. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

F. STANDARD PAYMENT TERMS OF BHEL-EDN**Purchase Orders for indigenous procurement****(a) SUPPLY WITH I&C/SUPERVISION:****Supply:**

- 1) 80% of basic Supply value + 100% of taxes, duties and freight charges will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later.
- 2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any).
- 3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank.

I&C/Supervision: 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis.

O&M: 100% O&M charges are payable as per RFQ terms against report certified by BHEL.

(b) SUPPLY ONLY:

- 1) 100% of Basic value with taxes, duties and freight will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later)+ submission of PBG valid for Warranty Period+ 3 months Claim Period from BHEL Consortium Bank ,if applicable.

Purchase orders for import procurement:**(c) SUPPLY WITH I&C/SUPERVISION:****Supply:**

- 1) 80% of the basic value (excluding I&C charges) will be paid with 45 days credit, against Sight draft, from the date of AWB/BOL on submission of complete set of documents as in PO.
- 2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any).
- 3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank.

I&C: 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis.

(d) SUPPLY ONLY:

- 1) 100% of PO value will be paid against Sight draft with 45 days Credit from the date of dispatch or 15 days credit from the date of submission of complete set of documents whichever is later)+ submission of PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank ,if applicable.

Note for (a), (b), (c) and (d): In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.

G. LOADING FACTORS FOR PAYMENT TERMS & DELAYED DELIVERY:

Loading factors as detailed below will be added to the quoted price (basic) to evaluate the lowest quote for non-compliance of BHEL standard commercial term.

SI No	Deviation on	Nature of Deviation / Offered Terms	Loading %
1.	Payment Terms	For Purchase within India :-	
		1) Credit period less than 45 days	15
		* For Foreign Purchase :-	
		1) Payment through At Sight Letter of Credit	10
		2) Payment through Letter of Credit with usance credit of 45 days	5
		3) Sight Draft with credit period less than 45 days	5
2.	Penalty for Delayed Delivery	1) Non – Acceptance	10
		2) Partial Acceptance (X%)	(10 – X)

*** All bank charges shall be to seller's account. If bank charges of BHEL banker are to BHEL's account then additional loading of 2% on the quoted basic value is applicable.**

Offer/s with payment terms other than the standard payment terms indicated at Clause No. F or Deviated Payment Terms with loading indicated at Clause No. G above are liable for rejection.

NOTES:

1. ADVANCE PAYMENT/LC: Quotations with "Advance payment/Inland LC" shall be rejected.
2. Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight and I&C charges (wherever applicable).
3. Wherever the Purchase Order is split into import portion and indigenous portion of supply the retention money will be 10% (as applicable) of both purchase order values put together.
4. Non-Compliance of Warranty terms. Offers not complying with Warranty terms as per RFQ Terms is liable for rejection.
5. SALE IN TRANSIT/ LOCAL VAT: Sale in transit under section 6(2) of CST is allowed if movement of goods is interstate. In case intra state movement of goods, benefit of sale in transit is not available.
6. In case of intrastate movement i.e. supply within same state and VAT is applicable, the vendor shall furnish the respective BHEL's nodal agency TIN no. and address in their invoice. (Refer **Annexure IX**)

H. BANK GUARANTEE (BG) / PERFORMANCE BANK GUARANTEE (PBG):

1. Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents. Such PBG shall be valid for a period of Warranty Period + claim period of 3 months for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.
 - a. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure V**).
 - b. PBGs from nationalized banks are also acceptable.

- c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. **(Refer Annexure III)**. No deviation to these formats will be allowed.
- d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
- e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.
- f. In case vendor does not accept for submission of PBG, the vendor is liable for rejection on commercial grounds.

I. DOCUMENTS (TRIPLICATE COPIES) REQUIRED AT THE TIME OF DISPATCH FOR PROCESSING OF BILL:

1. FOR INDIGENOUS SCOPE OF SUPPLY:

For Supply: Invoice in Triplicate, Lorry receipt (LR) copy, Packing List, PSI Call Letter Copy, Proof of delivery such as MRC (Material Receipt Certificate)/ original acknowledged LR, Insurance intimation Letter and Warranty Certificate. Note that document pertaining to Proof of delivery shall clearly mention number of boxes/panels etc which shall be in line with the Packing list.

For I&C: Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C).

For PBG: Supplementary Invoice in Triplicate with copy of PBG. However, PBG should reach concerned Purchase Officer directly from the Bank.

2. FOR IMPORTED SCOPE OF SUPPLY:

For Supply: Invoice in Triplicate, Air Way Bill/Bill of Lading, Packing List, PSI Call Letter Copy, and Warranty Certificate.

For I&C: Supplementary Invoice in Triplicate with copy of I&C Certificate (Proof of Completion of I&C).

For PBG: Supplementary Invoice in Triplicate with copy of PBG. Both PBG & supplementary invoice should reach concerned Purchase Officer directly from the Bank.

J. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

- a. Valid NSIC certificate or
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- c. EM II certificate with CA certificate **(in the prescribed format given in Annexure VIII)** applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

PURCHASE PREFERENCE FOR MSE VENDORS:

- e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided.
 - 1. The MSE vendor matches the L1 price.
 - 2. L1 price is from a non MSE vendor.
 - 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
 - 4. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.
 - 5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.

6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

K. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:

1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

- a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

L. FRAUD PREVENTION POLICY:

The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. Fraud Prevention policy and List of Nodal Officers shall be hosted on BHEL website, vendor portals of Units/regions intranet.

PURCHASE EXECUTIVE



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

SCPV: BOS: GCC - Rev 02

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT (GCC)

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.

Definitions: Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
- 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent / acceptance / award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
- 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.
- "Bidder" shall mean duly established reputed organisation, manufacturer etc. having requisite financial and technical capability and experience of participating in the bid invited by the purchaser for the tender.
- Bid- The term "bid" or "bidding" can also relate to the documented Offer submitted in response to a request for quotation (RFQ) /Tender.

Interpretation:

In the contract, except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and words indicating the plural also include the singular;
- provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

Applicable Conditions:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.
2. **Validity:** The offer will be valid for a period of 90 days from the date of technical bid opening date. Validity beyond 90 days, if required, will be specified in the SCC (special conditions of contract).
3. **Taxes & Duties:** Taxes as mentioned in the Contract Price or Price Schedule shall be paid to the Contractor subject to the Contractor complying with all the statutory requirements and furnishing the relevant documents including error free invoices containing detailed break-up of the taxes. Any duties, levies or taxes not mentioned in Contract Price or Price Schedule but applicable as per any statute(s) shall be deemed to be included in the Contract price and shall be to the account of the Contractor.
The Contractor shall bear and pay all the costs, liabilities, levies, interest, penalties in respect of non-compliances of any legal requirements as per various statutory provisions. The contractor shall keep the owner indemnified at all times from any tax liability, interest, penalties or assessments that may be imposed by the statutory authorities for non-compliances or non-observation of any statutory requirements by the Contractor.
4. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.
5. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.
At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.
6. **TERMS OF DELIVERY:**
FOR IMPORTED PURCHASE:
Price offered shall be for goods packed and delivered CIF Seaport/ International Airport (FCA) including packing, forwarding, Handling, Ancillary charges like processing of Sight Draft, negotiation charges of bank, Export declaration, Certificate of origin etc.
Packing shall be Air/Sea worthy, best suitable for trans-shipment and to take care of transit damages. If containerized, no. of containers & size of container shall be mentioned. Packing weight (gross & net) Packing dimensions shall be given prior to shipment to ascertain whether the consignment can be carried on standard cargo in contract or as ODC.
Wooden packing material for all the foreign consignments should be treated as per ISPM-15 & Fumigation / Phytosanitary certificate to be submitted to the freight forwarders/ BHEL along with the invoice, B/L, packing list etc.
Vendors shall indicate the name of International Airport/Seaport. The consignment shall be handed over to BHEL approved freight forwarder as mentioned in PO.

FOR INDIGENOUS PURCHASE:

Equipment shall be delivered on “FOR SITE” basis, inclusive of freight, packing, insurance & forwarding charges.

Packing shall be Road / Rail / Air / Sea worthy, best suitable for transshipment and to take care of transit damages. Smaller consignments can be dispatched through Courier services/ RPP with the prior approval of the purchasing Executive.

Deviation for the delivery term is liable for rejection.

7. Penalty:

For delay in delivery: In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later. The date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

Penalty for delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

8. **Contract variations (Increase or decrease in the scope of supply):** BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.
9. **Reverse Auction:** BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non- consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit ‘Process compliance form’ (to the designated service provider) as well as ‘Online sealed bid’ in the Reverse Auction. Non-submission of ‘Process compliance form’ or ‘Online sealed bid’ by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

10. **Pre Shipment Inspection:** Prior written notice of at least one week shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance. All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.
11. **Transit Insurance:** Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
12. **Packaging and dispatch:** The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations. The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment. Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (L x B x H) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated. Separate packing & identification of items should be as follows.
 1. Main Scope - All items must be tagged with part no. & item description.
 2. Commissioning spares - All items must be tagged with part no. & item description.
 3. Mandatory spares - All items must be tagged with part no. & item description.
13. **Assignment of Rights & Obligations; Subcontracting:** Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
14. **Progress report:** Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.

15. **Non-disclosure and Information Obligations: Vendor** shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
16. **Cancellation / Termination of contract:** BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.
BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.
17. **Risk Purchase Clause:** In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.
18. **Shortages:** In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.
Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL.
19. **Remedial work:** Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
20. **Indemnity Clause:** Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.
21. **Product Information, Drawings and Documents:** Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.
Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.
All intellectual properties, including designs, drawings and product information etc. exchanged during the

formation and execution of the Contract shall continue to be the property of the disclosing party.

22. **Intellectual Property Rights, Licenses:** If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods / related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

23. **Force Majeure:** Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.
A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.

24. **Guarantee / Warranty:** Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. The guarantee / warranty period as described shall apply afresh to replaced, repaired or re-executed parts of a delivery. If the vendor fails to take proper corrective action to repair/replace defects satisfactorily within a reasonable period, Purchaser shall be free to take corrective action as may be deemed necessary at vendor's risk and cost after giving notice to the vendor, including arranging supply of goods from elsewhere at the sole risk and cost of the vendor. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.

25. **Limitation of Liability:** Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.
The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.

26. **Liability during guarantee / warranty:** Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.
In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.

27. **Liability after guarantee / warranty period:** At the end of the guarantee / warranty, the Vendor's liability ceases except for latent defects (latent defects are defects / performance issues noticed after the

guarantee / warranty has expired). The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / as specified in RFQ.

28. **Compliance with Laws:** Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
29. **Settlement of Disputes:** Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
30. **Arbitration Clause:** In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract.
 Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.
 The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.
31. **Applicable Laws and Jurisdiction of Courts:** Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.
32. **General Terms:** That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.
 That the headings used in this agreement are for convenience of reference only.
 That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.
33. Vendors shall provide their state wise list of GSTIN number as per Govt of India Statute.

34. If the vendor is below the threshold limit, viz Rs.20. lacs as per existing provisions, then a declaration to be provided to that effect along with copy of accounts, failing which the supplier will be treated as an Unregistered dealer (URD) for which tax is payable on reverse charge (RCM) by BHEL.
35. If the vendor is above the threshold limit & is yet not registered, GST is payable by BHEL on reverse charge basis.
36. All supply items are linked to HSN code (Harmonised System Nomenclature). This goods list is mapped with HSN code which is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention HSN code relevant for the goods quoted.
37. Under GST, Govt of India has linked every service to a service accounting code called SAC. The list of services and the corresponding service accounting code (SAC) is released by Govt of India & available in public domain. All registered suppliers submitting the quote shall mandatorily mention SAC code relevant for the service quoted.
38. The rate of tax applicable for 35 services is also released by Government and rate for any service not falling in the list of 35 services is 18%.
39. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), service accounting code (SAC) apart from all other details mentioned.
40. Invoice should contain all particulars as per invoice Rules and should include the GST registration number (GSTIN), HSN code apart from all other details mentioned.
41. In case GST is payable on reverse charge (RCM) invoice should mention that tax is payable on reverse charge
42. For a registered supplier, the supplier uploaded sales data for the month will be available to recipient on 11th of the subsequent month & details can be verified by BHEL. Credit availment can be confirmed based on this verified data
43. If the Supplier is not registered, then tax is payable on Reverse charge & will be to the account of the supplier
44. All services in the course of business or furtherance of business are eligible to credit subject to other compliances listed herein.
45. If service is eligible for credit, then the credit can be availed only if the invoice is as per the prescribed format, the supplier has uploaded the invoice in the GSTN portal, paid the taxes & uploaded the return, and matches with our inward data, failing which any availment of credit attracts interest.
46. Even in case of services where credit is not eligible,
 - (i) either the supplier should have registered (if above threshold limit) & comply with all above statutory provisions relating to invoice, tax remittance, return filing etc. This can be verified by BHEL from the GSTN portal OR
 - (ii) if not registered BHEL shall be liable to pay applicable taxes on reverse charge
47. For any deficiency in services, where a recovery is made / adjusted in supplier bills, the supplier has to raise a credit note on BHEL & upload in GSTN portal. All above rules applicable for invoice also apply for credit note.
48. All notifications and rules as per central board of excise and customs will be applicable.

ANNEXURE - I
LIST OF INTERNATIONAL GATEWAY AIRPORTS

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
D06	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT
D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE - II
REQUEST FOR C FORM

NAME OF VENDOR :

VENDOR CODE ALLOTTED BY BHEL :

E mail id for c form correspondence :

BHEL PO NO	INVOICE NO	INVOICE DATE	INVOICE AMOUNT	SUPPLY FROM - STATE	SUPPLY TO - STATE	CST TIN NUMBER (SUPPLIER)	INVOICE AMOUNT EXCLUDING FREIGHT	C FORM QTR	YEAR	SUPPLY TO BHEL EDN / SITE
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Please note that one 'C' form will be issued for a quarter.

Any modification and cancellation of c form is not possible from our end since it is generated online therefore include all invoices pertaining to quarter in your request
Also check the data are correct in all respect

General Instruction:

1. C form request should be given only in this file.
2. Amount should be 100% of Invoice value but should Not include freight, Insurance etc.
3. PO No. should be numeric, starting with 4 and has 10 digits
4. For every quarter separate file to be provided
5. All Invoices pertaining to the relevant quarter to be included.
6. No corrections will be entertained once c-form is issued.

ANNEXURE-III

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We thebank further agree that 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 that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1** In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2** In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3** The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4** The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE - IV

Electronic Funds Transfer (EFT) OR Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): _____ CREATE _____ CHANGE

BHEL Vendor / Supplier Code:	
Company Name :	
Permanent Account Number(PAN):	
Address	

City: _____	PINCODE _____	STATE _____
-------------	---------------	-------------

Contact Person(s)	
Telephone No:	
Fax No:	
e-mail id:	

1 Bank Name:	
2 Bank Address:	
3 Bank Telephone No:	
4 Bank Account No:	
5 Account Type: Savings/Cash Credit	
6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank	
7 Bank swift Code(applicable for EFT only)	
8 Bank IFSC code(applicable for RTGS)	
9 Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)

Place: _____ Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx

ANNEXURE-V
BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

	Nationalised Banks		Nationalised Banks
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		Foreign Banks
5	Corporation Bank	21	CITI Bank N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hongkong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce		
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		Private Banks
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Nationalised Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks or any of the Indian Public Sector Banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

ANNEXURE - VI

DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

- (a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- (d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

ANNEXURE - VII

BENEFITS FOR MSE SUPPLIERS AS PER MSMED ACT 2006 AND PUBLIC PROCUREMENT POLICY 2012

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of Acknowledgement in EM II).

Or

Valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed: ANNEXURE VIII) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).

Non-submission of such documents will lead to consideration of their bid at par with other bidders.

No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazette officer.

ANNEXURE - VIII
CERTIFICATE BY CHARTERED ACCOUNTANT ON LETTER HEAD

This is to certify that M/s
.....(Hereinafter referred to as 'Company') having
its registered office at is registered under MSMED Act 2006, (Entrepreneur
Memorandum No ((Part-II) dtd Category:
(Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year **as per MSMED Act 2006 is as follows:**

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e., original cost excluding land
and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722
(E) dated October 5, 2006:

Rs.Lacs.

2. For Service Enterprises: Investment in equipment (original cost excluding land and building
and furniture, fittings and other items not directly related to the service rendered or as may be
notified under the MSMED Act, 2006:

Rs.Lacs.

The above investment of Rs. Lacs in within permissible limit of Rs..... Lacs
for.....Micro / Small (Strike off which is not applicable) Category under MSMED
Act 2006.

(or)

The company has been graduated from its original category (Micro/Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
.....(dd/mm/yy) which is within the period of 3 years from the date of graduation of such enterprise
from its original category as notified vide S.O.No.3322(E) dated 01.11.2013 published in the gazette
notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

ANNEXURE - IX

In case of intrastate movement i.e. supply within same state and VAT is applicable, the vendor shall furnish the respective BHEL™s nodal agency TIN no. and address in their invoice.

List of Statewise Nodal Officers with Contact Details

Region	State	Nodal Unit responsible for all other units except those in column 4	Contact Details- Landline No.	E-mail	TIN No.	CST No.
1	2	3		7	8	9
Norther States	Jammu & Kashmir	PSNR	0120-2510488/2416452	rahulb@bhelsnr.co.in / a.chadha@bhelsnr.co.in	01291101313	
	Himachal Pradesh	PSNR			02011000622	
	Punjab	PSNR			03451148722	
	Haryana	PSNR			06962606884	
	Rajasthan	PSNR			08232903345	
	Uttar Pradesh	PSNR	0120-2416536	rahulb@bhelsnr.co.in / smittal@bhelsnr.co.in	09365800914	
	Uttarakhand	Hardwar	01334-285449	alok@bhelhwr.co.in	05001757277 Dated 30th Sep 2005	5000030 Dated 13/03/1965
	Delhi	TBG	0120-6748429	skiindal@bhel.in	07472001760	07472001760
Western States	Madhya Pradesh	Bhopal	0755-2503231	meeta@bhelbpl.co.in	23573600001 (HEL/05/01/0001/S dated 15/11/1979 under MPCT)	HEL/05/01/0004/C dated 15/11/1979
	Chattisgarh	PSWR	0712-3048609	m Gupta@bhelswr.co.in	22173202974	
	Gujarat	PSWR	0265-2370321	bhavin@bhelswr.co.in	24190101571	
	Maharashtra	ROD Mumbai	022-22126061/22187850	mahajani@bhel.in	27060300130V	27060300130C
	Daman & Diu	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	25000009902	
Southern States	Orissa	PSSR	044-28286773	sparida@bhelssr.co.in / lakshmi@bhelssr.co.in	21031301916	
	Tamil Nadu	Trichy	0431-2577757/ 2577229	msrao@bheltry.co.in / bharaths@bheltry.co.in	33243560005	239383 dt.11.6.91
	Kerala	PSSR	044-28286773	lakshmi@bhelssr.co.in	32072043622	
	Karnataka	EDN	080-26998724 / 26998830	theerthagiri@bheledn.co.in	29180069268	00850081
	Telangana	HPEP RC, Puram	040-23185406/ 040-23182238	chand@bhelhyd.co.in / sbsv@bhelhyd.co.in	36360151179	
	Andhra Pradesh	HPVP, Vizag	0891-6681298	sarmaass@bhvpvl.com	37418632431	
	Puducherry	PSSR				
Eastern States	West Bengal	PSER	033-23216130-3238	amitavac@bhelsper.co.in	19200936019	19200936213
	Bihar	PSER	0612-2231275	rakesh@bhelsper.co.in	10010994046	10010994046
	Jharkhand	PSER	06549-266351(Sh. Parmanand Swaroop)/06534-292179 (Sh. K.K. Ajeet)	pswaroop@bhelsper.co.in (Bokaro) kk.ajit@bhelsper.co.in (Koderma/Abhijeet/North Karanpura) manishk.jain@bhelsper.co.in (Chandrapura)/ kpsubbu@bhelsper.co.in	20352205642 (Bokaro) 20082005255 (Maithon) 20512405410 (Koderma) 20122200394 (Chandrapura) 20620905730(Adhunik) 20650507026(Abhijeet) 20452110016 (North Karanpura)	TG-729(C)
	Mizoram	PSER	033-23216130-3249	anindya@bhelsper.co.in	15501465017	
	Arunachal Pradesh	PSER	033-23216130-3249	anindya@bhelsper.co.in	12020122182	Not Applied
	Assam	PSER	033-23216130-3249	anindya@bhelsper.co.in	18790101415	18179903204
	Tripura	PSER	03821-265209	mkmahato@bhelsper.co.in	16060947071	16060947273
	Sikkim	PSER				
	Meghalaya	PSER				
	Manipur	PSER				
	Nagaland	PSER				

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT (SCC) - for foreign vendors				
RFQ No. RCKMOU01 Dtd.03.08.2017 Due Date (Tech Bid): 10.08.2017				
Sl. No.	Terms	BHEL Term	Confirmation	Deviation/Remarks
1	Bidding	(a) Bid has to be submitted as Two Part – Techno Commercial Bid (Part-1) & Price Bid (Part-II).	Complied	
		(b) SCC to be submitted along with technical bid (Part-I) and separate price bid to be submitted along with Price bid (Part-II).	Complied	
		(c) Clause-wise compliance to BHEL Purchase specification along with all documents as called in Technical specification to be submitted along with technical bid (Part-1).	Complied	
2	Price basis:	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope, then the prices shall remain firm till commissioning & handing-over of the complete system. (PVC clause not acceptable).	Complied	
3	Payment Term:	(a) Supply: 1) 80% of the basic value (excluding I&C charges) will be paid with 45 days credit, against Sight draft, from the date of AWB/BOL on submission of complete set of documents as in PO. 2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any). 3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank. (b) I&C: 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis. (c) O&M: 100% O&M charges shall be done in monthly basis against report certified by BHEL. Note : In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.	Acceptable / Not acceptable	
		(b) For any deviation in payment term, the offer will be liable for loading as per Clause G of ITB.	Acceptable / Not acceptable	
4	Evaluation of L1 vendor	Over all L1 of Supply + I&C + O&M on "FOR" basis to site will only be considered.	Complied	
5	Warranty :	Warranty for Supply : 18 months from supply, 12 months from I&C whichever is earlier. Warranty/Guarantee for Workmanship & I&C : 12 months from I&C.	Acceptable / Not acceptable	
6	Pre Shipment Inspection	(a) Pre Shipment Inspection will be carried out by BHEL/Customer for which test report shall be sent one week in advance.	Acceptable / Not acceptable	
		(b) Pre Shipment Inspection charges , if any, shall be considered while evaluating your offer to arrive at "Total Cost to BHEL".The charges for the same shall be informed to you before Price Bid Opening/Reverse Auction.	Acceptable / Not acceptable	
7	Penalty	(a) Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty.	Acceptable / Not acceptable	
		(b) For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.	Acceptable / Not acceptable	
8	PBG	PBG shall be furnished in the BHEL prescribed format.	Acceptable / Not acceptable	
9	Validity:	Quotation should remain valid for a period of 90 days from the due date.	Acceptable / Not acceptable	
10	Bank charges (If applicable):	(a) All Bank charges to seller's account	Acceptable / Not acceptable	
		(b) Deviation will be liable for loading as per Cl.G of ITB	Acceptable / Not acceptable	
11	DUN No.	Please mention Dun & Bradstreet No.(DUN No.)		
12	Consignment Details	Weight and Dimension of consignment with packing.	Furnished / To be furnished	
		Despatch documents include Air Waybill/Bill of Lading, Invoice, Packing list, PSI letter copy and Warranty certificate.	Acceptable / Not acceptable	

13	Despatch Documents:	One copy of Invoice, Packing list and Air Way Bill /Bill of Lading shall be faxed/mailed immediately after despatch. Also one copy of packing list to be kept inside each box for easy identification of material at site.	Acceptable / Not acceptable	
14	Other terms & conditions	For any other Terms and Conditions, kindly refer to the following: A: ITB (document ref :SCPV: BOS: ITB - Rev 02) B: GCC (document ref: SCPV: BOS: GCC - Rev 02)	Acceptable / Not acceptable	
15	Integrity Pact	(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (total 7 sheets) is to be submitted (duly signed by authorized signatory who signs in the offer) along with technocommercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below: Mrs. Pravin Tripathi, IA and AS (Retd.) D-243, Anupam Gardens, Lane IB, Sainik Farms, New Delhi- 110 068, Email: pravin.tripathi@gmail.com. (b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department."	Acceptable/Not acceptable	

AUTHORISED SIGNATORY WITH SEAL

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT (SCC) - for indigenous vendors				
RFQ No. RCKMOU01 Dtd.03.08.2017 Due Date (Tech Bid): 10.08.2017				
SI No.	Terms	BHEL Term	Confirmation	Deviation / Remarks
1	Bidding	(a) Bid has to be submitted as Two Part – Techno Commercial Bid (Part-1) & Price Bid (Part-II).	Complied	
		(b) SCC to be submitted along with Technical bid (Part-I) & Price bid to be submitted along with Price bid (Part-II).	Complied	
		(c) Clause-wise compliance to BHEL Purchase specification along with all documents as called in Technical specification to be submitted along with technical bid(Part-1).	Complied	
2	Price Basis	Firm i.e., from the date of PO to completion of supply if I&C is not applicable. If I&C is in supplier's scope, then the prices shall remain firm till commissioning & handing-over of the complete system.(PVC clause not acceptable).	Complied	
3	Payment Term	(a) Supply: 1) 80% of basic Supply value + 100% of taxes, duties and freight charges will be paid with 45 days credit from the receipt of material at site or 15 days credit from the date of submission of complete set of documentation whichever is later. 2) 10% of basic supply value will be paid on completion of I&C against submission of supplementary invoice along with proof of completion of I&C along with I&C charges (if any). 3) Balance 10% (retention money) against submission of supplementary invoice along with PBG valid for Warranty Period+3 months Claim Period from BHEL Consortium Bank. (b) I&C/Supervision: 100% on completion of I&C/Supervision and certification line item wise on pro-rata basis. (c) O&M: 100% O&M charges shall be done in monthly basis against report certified by BHEL. Note : In exceptional cases, if vendor fails to submit PBG after supplies, vendors can also accept for the final 10% payment, payable after the warranty period + 3 months of claim period against supplementary invoice subject to the completion of commissioning (if applicable) as PBG is linked to Warranty period.	Acceptable / Not acceptable	
		(b) For any deviation in payment term, the offer will be liable for loading as per Clause G of ITB.	Acceptable / Not acceptable	
4	GST	(a) Kindly provide the tax structure (CGST, SGST, IGST) with current rate applicable.	CGST:% SGST:% IGST:%	
		(b) Kindly furnish your GST No.	GST no.....	
5	Evaluation of L1 vendor	Over all L1 of Supply + I&C + O&M on "FOR" basis to site will only be considered.	Complied	
6	Warranty	Warranty for Supply : 18 months from supply, 12 months from I&C whichever is earlier. Warranty/Guarantee for Workmanship & I&C : 12 months from I&C.	Acceptable / Not acceptable	

7	Pre Shipment Inspection	(a) Pre Shipment Inspection will be carried out by BHEL/Customer for which test report shall be sent atleast one week in advance.	Acceptable / Not acceptable	
		(b) Pre Shipment Inspection charges , if any, shall be considered while evaluating your offer to arrive at "Total Cost to BHEL".The charges for the same shall be informed to you before Price Bid Opening/Reverse Auction.	Acceptable / Not acceptable	
8	Penalty	(a) Supply: Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Pre Shipment Inspection Call Letter Date (Receipt of test report) will be treated as delivery for purpose of penalty.	Acceptable / Not acceptable	
		(b) For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.	Acceptable / Not acceptable	
9	Road Permit	Road permit if applicable will be given by BHEL before Dispatch of ordered Items.However, vendor shall give request for road permit 24 hours in advance.	Complied	
10	PBG	PBG shall be furnished in the BHEL prescribed format.	Acceptable / Not acceptable	
11	Despatch Documents	Complete set of despatch documents in 3 sets shall be forwarded to BHEL directly. Despatch documents include Invoice, Lorry receipt (L/R), Packing list, PSI letter Copy, Proof of delivery such as MRC (Material Receipt Certificate)/ original acknowledged LR, Insurance intimation letter and Warranty certificate. One set of Invoice, Packing list and L/R shall be emailed immediately after despatch to BHEL-EDN, Bangalore.	Complied	
12	Other terms & conditions	For any other Terms and Conditions, kindly refer to the following: A: ITB (document ref :SCPV: BOS: ITB - Rev 02) B: GCC (document ref: SCPV: BOS: GCC - Rev 02)	Acceptable / Not acceptable	
13	Validity	Quotation should remain valid for a period of 90 days from the due date.	Acceptable / Not acceptable	
14	Shipment	Kindly indicate the state from where the shipment will take place.	State/Place	
15	Integrity Pact	(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender (total 7 sheets) is to be submitted (duly signed by authorized signatory who signs in the offer) along with technocommercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification. Details of IEM for this tender is furnished below: Mrs. Pravin Tripathi, IA and AS (Retd.) D-243, Anupam Gardens, Lane 1B, Sainik Farms, New Delhi- 110 068, Email: pravin.tripathi@gmail.com. (b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. No routine correspondence shall be addressed to the IEM (phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/issues shall be addressed directly to the tender issuing (procurement) department."	Acceptable/Not acceptable	

AUTHORISED SIGNATORY WITH SEAL

NLC INDIA LIMITED

(formerly Neyveli Lignite Corporation Limited)

(A "*Navratna*" - Government of India Enterprise)

Block - 1, NEYVELI – 607 801, Cuddalore Dist. Tamil Nadu, INDIA

OFFICE OF THE CHIEF GENERAL MANAGER/ CONTRACTS CORPORATE OFFICE



INTERNATIONAL COMPETITIVE BIDDING COMMERCIAL CONDITIONS OF CONTRACT (Volume 2 of 3)

Installation of 2 x 10MW (AC) Grid interactive
Solar PV Power Project at Andaman

Tender No. CO CONTS/0012E/PV Solar-BESS/ICB/Andaman/2017, dt.26.04.2017.

Pre bid conference : 24.05.2017 at 11.00 Hrs.
Last Date & Time for submission of Bid: 27.06.2017 at 14.30 Hrs.
Date & Time of Opening (Cover-I& II): 27.06.2017 at 15.00 Hrs. (IST)

Phone No:04142/252210

Fax No.04142-252026/252645/252646

Web site: WWW.nlcindia.com

Email:gmconts_co@nlcindia.com

Registered Office: First Floor, No.8 Mayor Sathyamurthy Road,
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CONTRACT AGREEMENT

This contract No..... made this day of between THE NLC INDIA Limited, a company incorporated under the Companies Act, 1956 and having its registered office at First Floor, No.8 Mayor Sathyamurthy Road, FSD, Egmore Complex, Chetpet, Chennai-600031, India hereinafter referred to as the “PURCHASER” (which expression shall unless repugnant to the context or the meaning thereof, be deemed to include its successors and permitted assignees), of the ONE PART,

AND

M/s. a Company incorporated under the Companies Act, 1956 and having its registered office at hereinafter referred to as the “CONTRACTOR” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees) of the SECOND PART,

WHEREAS, the purchaser invited the CONTRACTOR to submit tender for scope of work for installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at AttamPahad and at Dolly Gunj, Port Blair, South Andaman with associated 33 KV Switchyard and grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration including Design, Engineering, Manufacture, Inspection at supplier's works, supply, insurance, transport, storage, erection, testing, commissioning.

The scope of work also includes Operation and Maintenance of the entire system for twenty five years including one year warranty period.

The scope is indicative only and detailed scope of work is contained in the tender specification.

AND

WHEREAS, the CONTRACTOR submitted tender to the Purchaser for execution of the work in accordance with the tender documents including technical specifications, schedule of items and tender drawings.

AND

WHEREAS, the Purchaser has accepted the tender submitted by the CONTRACTOR for the construction and completion of the scope of work.

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Article – 1

In consideration of the promises and the payments to be made by the Purchaser to the Contractor, the Contractor hereby covenants with the Purchaser to perform the work as detailed in schedule – 2 “Scope of work” and Technical specifications to this contract subject to and on the terms and conditions contained herein.

It is clearly understood between the parties that the Contractor shall be solely responsible for the completion of the scope of work.

Article – 2

If the Contractor wishes to appoint Sub-Contractor during execution of the contract, the Contractor shall take prior written approval of the Purchaser spelling out the scope of the work proposed to be entrusted to the said Sub-Contractor together with the relevant experience and other details of such proposed Sub-Contractor(s).

Notwithstanding the approval accorded by the Purchaser to the appointment of Sub-Contractor(s), the Contractor shall be solely responsible for the completion of the works as per specifications and within the time schedule agreed in this Contract. Approval of any Sub-Contractor by the Purchaser shall not relieve the Contractor from any of his liabilities or obligations under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor(s) as fully as if they were the acts, defaults or neglects of the Contractor.

Article – 3

This Contract shall come into effect from the date of letter of Award.

Article – 4

The following schedules appended to this Contract shall be deemed to form and be read and construed as part of this Contract:-

Schedule – 1: Definitions of Terms & Specification Documents

Schedule – 2: Scope of Supply & Services

Schedule – 3: Contract Price

Schedule – 4: Time Schedule

Schedule – 5: Taxes & Duties

Schedule – 6: Terms of Payment

Schedule – 7: Facilities to be provided by the Owner

Schedule – 8: Obligation of the Contractor

Schedule – 9: Performance Guarantee

Schedule –10: General Terms & Conditions of the Contract

ANNEXURE-I to III

Article – 5

In addition to the aforesaid, the following documents shall be deemed to form and be read and construed as a part of this Contract:-

Technical Specifications with drawings (Volume–III)

Quantities, quoted rate and amount quoted against each item

Bank Guarantee Proforma for Contract Performance Guarantee

Bank Guarantee Proforma for Advance Payment, LDBG, RMBG and Financial Back up Guarantee

Schedule of References

Power of Attorney

Letter of Award

Quality Assurance Plan by the Contractor

Project Information

Article – 6

All the words and expression used in this contract shall, unless repugnant to the context, have the same meaning as are respectively assigned to them in Schedule – 1. All headings and marginal notes to the Articles, Schedules, Annexure, Technical Specifications or to any other part of the Contract are solely for the purpose of giving a concise indication and not a summary of a contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

Article – 7

The Contract shall be governed in accordance with the Law of India. The civil court having original jurisdiction over Neyveli shall have exclusive jurisdiction to try any matter arising out of this contract.

Article – 8

This Contract is executed in English language in two originals, each party receiving one duly signed copy. Both these copies are authentic. The Contractor shall submit Twenty (20) photocopies of the entire Contract documents to the Purchaser for his use.

IN WITNESS WHEREOF THE parties hereto by representatives duly authorised have executed the Contract on the day, month and the year first above written.

Name

Name

Designation

Designation

For and on behalf of
(Contractor)

For and on behalf of
NLC India Limited
Neyveli – 607 801

(Seal of the Office)

(Seal of the Office)

In the presence of

In the presence of

1.

1.

2.

2.

SCHEDULE – 1

1.0 DEFINITIONS

- 1.1 The following words and expressions as used in this Contract (as hereinafter defined) shall have the meanings hereof assigned to them except where the context otherwise requires
- 1.2 Acceptance shall mean the manifestations by the owner of his assent to the mutually agreed terms of the offer by the bidder.
- 1.3 Agreement shall mean mutual understanding between the parties which creates obligations between each other
- 1.4 ‘Approval of the Purchaser’ shall mean the written approval by the ‘Purchaser’ or ‘Consultant’ with respect to matters delegated to the consultant by the purchaser of a document or drawing or other particulars or matters in relation to the Contract.
- 1.5 Base Date shall mean the working day of the calendar month, one month prior to the date set for opening of tenders-Part-I.
- 1.6 Bid shall mean a valid offer made against any tender enquiry, indicating terms, conditions and prices
- 1.7 Bidder / Tenderer shall mean a person/party/ firm/ company /consortium who submits an offer/ bid against a tender enquiry.
- 1.8 Billing Schedule shall mean the item, description and Quantities arrived at after detailed design and engineering are prepared. It generally occurs in lump sum Price contracts, where rates are fixed up for such items, based on the Break up prices indicated in the offer.
- 1.9 Codes and Standards shall mean such codes and Standards as prescribed in ISS/ DIN/ BSS as applicable to the equipments, components, plant, machinery, consumables. ASM Test Codes –AIEE Codes– Indian Electricity Act, etc.
- 1.10 Commercial use' shall mean that use of the equipment for works, which the 'Contract' contemplates.
- 1.11 'Commissioning' shall mean subjecting the entire Solar Power Plant for Preliminary operation initial operation and carrying out adjustment/ modifications necessary for smooth operation and exporting power to the grid.
- 1.12 Compensation shall mean anything as an equivalent as to make assessment for loss or damage.
a. The consideration for services rendered by contract agreed or implied.
b. Remuneration for injury suffered, especially when it has resulted in measurable loss or in expenditure Money paid for damage caused by any wrong or breach of contract, to the person defrauded or injured.
- 1.13 ‘Completion of erection’ shall be defined as to be completion of erection of all the materials and items of the equipment covered under the scope of Contract, successful completion of functional tests

- 1.14 Completion of Handing Over shall mean that completion certificate as indicated in the technical specifications and conditions of contract.
- 1.15 Completion Time shall mean the period stated in the contract for the completion of Works up to and including successful completion upto provisional takeover and shall be reckoned from the date of Letter of Award.
- 1.16 Condition shall mean the conditions agreed between the parties and stipulated in the Contract agreement.
- 1.17 Consequential damages means the damages, claimed in a tort or breach of contract which do not normally follow from the tort or breach.
- 1.18 `CONSULTANT' shall mean the CONSULTANTS appointed by the PURCHASER for the `Project' or their duly authorised representatives.
- 1.19 `CONTRACTOR' shall mean the successful BIDDER whose bid has been accepted by the PURCHASER and on whom the `Contract' or `Purchase order' is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assignees.
- 1.20 Contract shall mean and include this contract between the owner and Contractor for the execution of the works as per agreed terms, conditions, specifications prices and enforceable as per law.
- 1.21 Contract period shall mean the period / time schedule agreed in the contract during which period the Contracted work shall be performed / executed, inclusive of any period covered by extension(s), duly issued.
- 1.22 `Contract Price' in relation to particular contract shall mean the total consideration to be paid by the Purchaser to the Contractor.
- 1.23 "Contractor's works "or "Manufacturer's works" shall mean and include the land and other places which are used by the CONTRACTOR/SUB-CONTRACTOR for the manufacture of equipment.
- 1.24 Day shall mean the period between midnight to next midnight.
- 1.25 Delivery shall mean delivery of only such equipment, materials and supplies specified in the Contract and manufactured and/or supplied by the Contractor in accordance with the sequence of delivery schedule of the Contract and in case of construction and erection work, delivery shall mean the approval of the owner to the said construction and erection work.
- 1.26 Dimensions shall mean length, area, Volume etc. all expressed in metric system.
- 1.27 Drawing shall mean such drawings provided along with bid documents / furnished during the progress of work by the Contractor and approved.

- 1.28 'Date of Contract' shall mean the calendar date on which PURCHASER and the CONTRACTOR have signed the 'CONTRACT'.
- 1.29 'Design Charges' shall mean the charges payable for design and engineering of the equipment.
- 1.30 "Effective date of Contract" shall mean the date of Letter of Award.
- 1.31 'ENGINEER' / Project Manager shall mean the Officer nominated by the Purchaser for the performance of the Contract.
- 1.32 The term 'Equipment Portion' of the Contract Price shall mean the Ex-works. Price of the equipment components and goods including charges for design, manufacture, shop-testing, packing and forwarding and loading into containers / carriers.
- 1.33 Erection shall mean the putting up of structures and/or installation of plant and equipment under the Contract by the Contractor and/or under the supervision of the Contractor and will include any service which the Contractor is required to perform at the site with his own and/or other staff and/or labour and/or Sub-Contractor for the due fulfilment of the Contract.
- 1.34 The term 'Erection Portion' of the 'Contract Price' shall mean the value of field activities of the 'Works' including unloading, handling, storage till erection, erection, commissioning and testing including supervision to be performed at "site" by the Contractor.
- 1.35 Final take over will occur when the following are achieved.
- a) All supplies and services completed as per contract.
 - b) Final balance documentation, if any, incorporating latest modifications in as built drawings has been submitted by the contractor in requisite copies.
 - c) The contractor has rectified in a definite manner all objections/observations /defects mentioned in the 'Provisional acceptance certificate.
 - d) Successful completion of Performance Guarantee Test for the plant and acceptance of PG Test Report submitted.
 - e) Taking over of the site and the completed works after issue of completion certificate by the Purchaser.
- 1.36 'Functional tests' shall mean all activities undertaken after completion of erection and shall include mechanical and electrical check outs, safety checks, calibration of instruments and protection devices and such other tests carried out to ensure functional reliability of various sub-supporting systems.
- 1.37 Guarantee/ Warranty period shall mean the period of 12 (twelve) months from the date of provisional take over.
- 1.38 Words 'impairing' person shall include firms, Companies, Corporation, associations or body of individuals whether incorporated or not. Words impairing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the context so required or permits.
- 1.39 'Inspector' / 'Inspecting Engineer' shall mean any person or persons, or any firm nominated by or on behalf of the Purchaser or his duly authorised agent or Consultant to inspect equipment, supplies, materials or any type of work under the contract.

- 1.40 'Instructions' shall mean any drawings and/or instructions, oral and/or in writing details, direction and explanations issued by the CONSULTANT or the PURCHASER from time to time during the 'CONTRACT PERIOD'.
- 1.41 Initial Operation shall mean all operations undertaken as part of "Commissioning" after completion of "Preliminary Operation" It shall be the first integral operation of the complete plant/system/ equipment covered under the "Contract" and shall include first startup on no-load and/or partial load and/or full load runs for PV arrays, inverter and electrical equipments and gathering of operational data, calibration, setting and commissioning of control systems, and shut-down inspection and adjustment after running of the plant/system/equipment covered under the Contract.
- 1.42 Letter of Award (LOA) shall mean the official communication issued by the owner notifying legally to the bidder that his bid has been accepted on mutually agreed terms, conditions and prices.
- 1.43 Liquidated damages, not as a Penalty, is agreed upon between parties in the Contract towards time delay. Liquidated damages can also be prefixed towards shortfall in performance parameters agreed in a Contract.
- 1.44 Manufacturer shall mean a person firm/company who manufactures and/or produces Plant, Equipment, Component Spare Parts etc.
- 1.45 Mechanical Completion shall be defined to be a state of readiness for "Preliminary Operation" after due erection of all the materials and items of equipment covered under the scope of the contract.
- 1.46 'Mobilisation' shall mean establishment as per contract of sufficiently adequate infrastructure by the Contractor at site inclusive of construction equipment, aides, tools & tackles, setting up site offices with facilities such as power, water, communication etc. establishing man power organisation consisting of Resident Engineers, Supervisory personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who, with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed time schedule of completion of works. 'Mobilisation' shall be considered to have been achieved if the Contractor is able to establish infrastructure as indicated above to begin work at site in accordance with agreed schedule of work to the satisfaction of the Purchaser.
- 1.47 Month shall mean English Calendar month.
- 1.48 Notice shall mean any written Notice issued by the owner / Bidder / Contractor.
- 1.49 A Notice published by the owner with the intention to invite offer/ bid for his requirements.
- 1.50 Particulars shall mean the following:
- a) Specification
 - b) Drawing
 - c) Sealed pattern denoting a pattern sealed and signed by the Inspector.
 - d) Proprietary make denoting the product of an individual firm.
 - e) Any other details governing the construction, manufacture, supply and / or erection as per the Contract.

- 1.51 Performance Guarantee Test shall mean such tests as are prescribed in the Specification to be done by the Contractor.
- 1.52 Preliminary Operation shall mean all activities undertaken, as part of “Commissioning” after “Mechanical Completion” upto commencement of “Initial Operation” and include mechanical and electrical checkouts, calibration of instrument and protection devices, commissioning of sub/supporting system of the plant/system/equipment covered under the Contract.
- 1.53 Plant, Equipment, Stores, Item or Material shall mean and include plant, equipment, material, machinery or any part thereof to be provided for and the erection work to be done by the Contractor under the Contract.
- 1.54 Price shall mean the price agreed in the contract between the parties towards the scope of work.
- 1.56 Project shall mean the project specified in the tender documents and specification.
- 1.57 Purchaser/Owner shall mean and include NLC India Limited (NLCIL) and its different functionaries entrusted with the responsibilities in relation to this contract in respect of the area of responsibilities of such functionaries.
- 1.58 Provisional take over shall mean acceptance of prima facie and in principle subject to completion of / fulfilment of certain conditions and entire plant is exporting power to grid.. This is not a complete acceptance of work entitling the contractor to get full payment or to assume that all the obligations and terms and conditions of the contract have been fulfilled to the satisfaction of the Owner / Purchaser.
- 1.59 Site shall mean the land acquired and set for the location of the project / work.
- 1.60 Specification shall mean the Technical – Commercial specification including modification set in the tender / contract documents.
- 1.61 Sub-contractor means a Contractor selected with the approval of the owner to carry out certain part of the scope of work.
- 1.62 Sublet shall mean to let out the work to another.
- 1.63 Sub-supplier means the supplier selected with the approval of the owner to supply certain items included in the Scope of Work.
- 1.64 Supervision shall mean the successive control and directions given by the Contractor in relation to Contract work during execution of the Contractor’s and/or his sub-Contractor’s work.
- 1.65 SUCCESSFUL BIDDER/TENDERER shall mean the bidder whose bid is considered for acceptance.
- 1.66 ‘Supply’ shall mean the goods to be supplied by the Contractor under the ‘Contract’.
- 1.67 Tender shall mean the bidder’s offer with his terms, conditions, Specifications and prices to perform the scope of work.

- 1.68 Test shall mean such test / tests stipulated or considered necessary by the Inspecting Officers.
- 1.69 Time shall be reckoned by months, weeks, days and hours, month being equivalent to the Calendar month according to the Gregorian Calendar. The day or days unless herein otherwise expressly defined shall mean Calendar day or days of 24 hours each.
- 1.70 Time of completion shall mean the time / period stated / agreed for completing the scope of work specified in the contract.
- 1.71 The term 'Transport Portion' of the Contract Price shall mean charges on all the mode of transport envisaged under Contractor's scope including inter-carting storage at any intermediate point.
- 1.72 Warranty shall mean Contractor's assurance to the Purchaser that the goods or property is or shall be as represented and if not it will be repaired and reconditioned or replaced by the Contractor at his cost or expenses.
- 1.73 Weight shall mean the calculation of a load. It is to be stated in ton (1 ton = 1000 kilogram) and / or kilogram (1 Kilogram = 1000 gram).
- 1.74 Works shall mean plant, non-plant, buildings, Structures, Foundations and all plants, Equipment, Components to be provided and other construction/ erection services that the contract requires the contractor to provide.
- 1.75 Words importing persons shall include firms, Companies, Corporation, Words importing masculine gender or singular number shall also include the feminine gender and plural number and vice-versa where the context so requires or permits.
- 1.76 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sales of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) and such others as mentioned from time to time.
- 1.77 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.
- 1.78 When the words 'Approved', 'Subject to Approval' 'Satisfactory', 'Equal to', 'Proper', 'Requested', 'As requested', 'Where directed', 'When Directed', 'Determined by', 'Accepted', 'permitted', or words and phrases of like import are used the approval, Judgement, direction, etc. is understood to be function of the PURCHASER or the CONSULTANT.
- 1.79 The various Acts and Regulations are normally available for sale from the following address:
'Deputy Controller -Publication Department,
Government of India,
Civil Lines, Delhi - 110 006.

and with leading authorised Government of India book sellers.

SCHEDULE- 2
SCOPE OF SUPPLY AND SERVICES

2.1 SCOPE OF WORK:

The scope of work includes development of land, design, engineering, manufacture, inspection at supplier's works, supply, insurance, transport, storage, erection, testing and commissioning of 2X10MW(AC) grid interactive solar PV power project integrated with minimum 28 Mwhr Battery Energy Storage System with associated 33kV switchyard and grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration (A&NA) with all accessories at AttamPahad and Dollygunj areas in Port Blair, South Andaman.

The scope of work also includes Operation and Maintenance of the entire system for twenty five years including one year warranty period.

a. The scope of Design, engineering, manufacture, inspection at supplier's works, supply, installation, testing and commissioning shall include

i) Solar PV Power Plant

- Adequate number of Solar PV modules with cables, connectors and module junction boxes,
- module supporting structures,
- string monitoring and combiner boxes,
- power conditioning units,
- Auxiliary Transformers,
- Switchgears, cables,
- HT switchgear, CT, PT,
- Power Transformers,
- LT panels, protective relays, Control and Metering panels, UPS, DC system- Battery, Battery chargers to cater the needs of DC loads.

ii) Battery Energy Storage System

- Battery cells /Modules
- Power Conversion System, Battery Management System, Control panels and HMI interfaces
- Lightning Arrestor, CT, PT, Protective relays, Control and Metering Panel, Surge Protection devices, Filters etc.
- Panels, Switch gears, cables and distribution boards
- Transformers
- Data communication units
- Auxiliary systems and ventilation systems
- Fire Protection system and suppression system, safety equipments
- Container unit
- Mounting structures
- Civil foundation works, Dike structures surrounding the battery units to protect the environment during ruptures of BESS units if required.

iii) Power Export Switchyard

- 33KV switchyard equipments,
 - SCADA and Energy Management system
 - Control room,
 - Data/voice communication system,
 - 33KV transmission lines, towers, Metering station, 33KV cables,
 - LT panels, UPS, DC system-Battery, Battery charger (DC loads required for switchgear),
 - Fire protection and suppression system, safety equipments,
 - Reactive power control for grid interconnection at the take off points of Electricity Department of Andaman & Nicobar Administration (ANA) as per grid requirements.
- b. The scope of work includes all cabling, auxiliary power supply and distribution, lighting, air conditioners, weather monitoring unit, earthing and lightning protection as defined in the relevant Technical Specification sections.
- c. The scope of civil construction work includes land development, removal of trees, vegetation removal, site survey, soil investigation, site preparation, Site grading, fencing, foundations for Solar PV module mounting structures, Pre-fabricated building/outdoor DP yard with container unit for Power Collection Sub Stations, construction of 33KV Power Export switchyard and control room, approach roads, internal roads, peripheral roads, path ways, cable trenches, drains, Main Gate and security buildings & watch towers, Sign Board, etc. as defined in the relevant Technical Specification sections.
- d. The Scope of work also includes facilities for arrangement, storage, construction as well as O&M water supply, Module water washing network system with proper drainage/ sewage system and disposal and construction power supply.
- e. The scope of work shall also include the following :
- i. Furnishing of all relevant drawings, data sheets, technical catalogues of equipments / devices, QAP, MQP, FQP, type test certificates, Inspection reports etc. as required for construction and O & M of the Solar Power Project.
 - ii. Supply of all spares, Consumable materials, replacements, tools and tackles and accessories etc. which are necessary or useful for satisfactory and trouble-free operation and maintenance of the plant during the entire period of O&M of twenty five years.
- f. The works to be performed on all equipment and accessories shall include but not limited to the following:
- i. Insurance, Transportation, unloading, receiving and storage at site.
 - ii. Arranging to repair and/or re-order all damaged or short-supply items.

- iii. Final check-up of equipment, erection, testing and commissioning and putting the entire system including the power evacuation facility into successful operation.
- g. The scope of work shall also include coordination activities with respect to Grid connectivity and establishing Energy Management Centre being implemented by A&N Administration Electricity Department, system study, alteration required in the grid take off points of the existing Panther I and Panther II feeders towers, termination and support structures, gantries etc.

Scope of Supply

Plant & Equipment

The scope of supplies and services of the Contractor for Plant and Equipment is described in Technical Specification and the relevant Annexure subject to General Terms and Conditions of Contract in Schedule-10.

Scope of Services

Technical Services

The Contractor shall be responsible for the following services including those Services stipulated elsewhere in the Tender Specification:

- a) Detailed design and engineering
- b) Technical services related to planning, procurement, manufacturing, inspection, expediting, packing, shipping, storing, etc.
- c) Project management services and complete feedback of data and information to Purchaser regarding Contractor's scope of supply and services.
- d) Time bound project co-ordination relating to transportation, insurance, claim settlement, inspection, construction planning and scheduling, erection planning, field construction engineering, testing, start up, trial run, commissioning and performance guarantee tests. The Contractor shall bring his own/Sub-contractor/Sub-vendor Specialists for the performance of the above mentioned works.
- e) Total day to day supervision of construction including erection and specialised services, if any.
- f) Technical consultation/liaison/guidance relating to detail design and plant engineering by its sub-contractors.
- g) Quality control and adherence to the time schedule control of site work and other works.
- h) Start-up trial runs and commissioning services.
- i) Demonstration of performance guarantee tests by deputing commissioning engineers/specialists.
- j) Clearance for installations including power evacuation system from the statutory and other concerned authorities on behalf of Purchaser. The Contractor shall also assist in preparing application forms, providing necessary drawings, documents, test certificates etc., including necessary co-ordination with statutory and other concerned authorities.
- k) Submission of complete as built drawings/documents, O&M Manuals etc., approved by NLCIL.

The Contractor shall be responsible for supply of all the drawings and technical documents & information in respect of the plant & equipment. The Contractor shall deliver the drawings, technical documents and information to the Purchaser and their authorised agency.

Supervision

The Contractor shall depute Technical personnel/ Specialists from various disciplines for the supervision of construction work under his scope of work. The above mentioned Technical personnel/Specialists shall supervise the construction and commissioning of the project so as to establish to the Purchaser that the guarantees as agreed by the Contractor are fully met.

Construction & Erection Works

1. The Contractor shall provide all necessary construction and erection tools & tackles, small hand tools, instruments, all commissioning instruments, bolts, nuts, washers, jigs and fixtures, winches, alignment tools etc. and the material handling equipments such as cranes, hoists etc., welding equipment and accessories, measuring instruments, temporary supports and staging, consumables (e.g. welding gas, electrodes etc), erection packs etc for erection of steel structures, and other equipment which may be required for carrying out the construction and erection work efficiently within the time schedule provided herein in the Contract. The Contractor shall ensure that proper documentation is followed at entry gate of the premises for such items which shall be carried back by Contractor after completion of work.
2. The Contractor shall carry out any and all such works, as may be required, to build the project complete in all aspects as per the Contract Specification.
3. The Contractor shall make all necessary arrangements to deliver the equipment at the project site by wagons/trucks/trailers/Light motor vehicles/lorries/ships/boats etc build his own stores (covered, uncovered, air-conditioned, if necessary) for the proper storage of equipment, maintain the stores and all related documents and records, transport the equipment to site for erection purpose. Necessary security arrangements also shall be made by the Contractor. Arrangements shall be made available by the contractor for construction of stores and construction site office, labour colony, etc.
4. The Contractor shall be responsible for proper and neat storage and also undertake conservation of all consignments including damaged boxes. During storage of equipment, the Contractor shall take into account deterioration and carry out the re-conservation of the complete equipment/parts/supplies as may be necessary as per the storage instructions of the Manufacturer of equipment/components. The Contractor shall also supply the consumables required for such re-conservation work and repair/replace parts required thereof for the proper functioning of the equipment after erection and commissioning.
5. The Contractor shall unpack and do visual checking against physical damages to the equipment/cases, clean equipment before start of erection. Damage/ shortage, if any, will be reported to the Purchaser and shall be rectified/replaced expeditiously, so as not to upset the erection and commissioning schedule. Delay on account of settlement of insurance claims by the Contractor shall not be considered as an excuse for delay in completion of erection and commissioning.
6. The Contractor shall provide all necessary erection equipments including material handling equipment such as cranes and hoists, compressors and other equipment and instruments and consumables, all commissioning equipment and instruments, welding equipment, winches, alignment tools, precision levels, theodolite, etc. which may be required for carrying out the erection and commissioning work efficiently. All instruments shall be properly calibrated before use. Unless otherwise specified, the above erection equipment/ materials shall be the property of the Contractor. However, Purchaser's prior permission shall be required for removal of these erection equipment/ materials from the site. The Contractor shall ensure that proper documentation is followed at entry gate for such items which shall be carried back by Contractor after completion of work.
7. The Contractor shall provide all temporary ladders, scaffolding materials, platforms, supports and other necessary facilities required for handling, erection, testing and visual inspection of supplies at the point of installation and shall also provide necessary

packing plates, wedges, shims, leveling screws etc. required for erection of equipment and structures.

8. The Contractor shall provide erection consumables like oxygen gas, acetylene gas, argon gas, welding rods, filler wire, solder lugs, oil, grease, kerosene, cotton waste, etc. required for erection of equipment and steel structures and required items for commissioning activities.
9. The Contractor shall erect and maintain his own site offices and stores, as required for the work and arrange for proper house-keeping and up-keep of the area.
10. The Contractor shall provide sufficient fencing/barricade, notice boards, signage and lighting to protect and warn others as may be considered necessary by the Purchaser. All materials used for providing these facilities shall be the property of the Contractor.
11. The Contractor shall mobilise adequate material handling equipment such as mobile cranes, forklifts, trailers, dozers, winches etc in addition to other erection tools & consumables keeping in view the erection schedule. The Contractor shall provide as per time schedule from the date of Letter of Award, his scheme for mobilisation with Bar Chart indicating clearly the resources, manpower and machinery proposed to be deployed to ensure timely completion of work and quality of workmanship.
12. Underground services, if any to be diverted / protected shall be the responsibility of the Contractor and shall be informed to the Purchaser. Approval from authorities required for such works shall be obtained by the contractor. The compensation / statutory payments if any for such works shall be borne by the contractor.
13. The Contractor shall organise the work in such a manner that work being carried out simultaneously at site is not impeded and the workmen not endangered and shall arrange all temporary access as required for the erection work.
14. The Contractor shall carry out base/primer and final painting of all Plant & Equipment, Structures, Pipelines, etc. supplied. The painting including its process shall be carried out as specified in the detailed technical specification. Where not specified, the same shall be as per the standard codes & practices normally applicable and adopted internationally for the type of Plant & Equipment offered.
15. Grouting of the equipment and steel structures on the foundations with approved non-shrink-grouting compound shall be the responsibility of the Contractor. The grouting materials shall be supplied by the Contractor.
16. All safety, health and pollution control measures as required to be adopted as per the statutory regulations, guidelines, etc., The safety codes for projects issued along with the tender or otherwise required or implied by local statutory regulations or practices shall be strictly followed by the Contractor during the entire duration of execution of the Contract. The Contractor shall set up a suitable safety organization of its own at site, in this regard.
17. The Contractor shall not dispose of, transport or withdraw any tools, tackles, equipment, and material provided by him for the "contract" without taking prior written approval from the Purchaser.

Demonstration of Performance Guarantee

The Contractor shall undertake Performance Guarantee (PG) Test as defined in the relevant clauses of the technical specification. In case the Contractor fails to demonstrate and prove the Performance Guarantees and achieve the results as agreed in this Contract, the Contractor shall rectify the Plant and Equipment and demonstrate the performance guarantees failing which the Purchaser's option of either to reject the equipment or to levy LD will be exercised.

Water for Construction and for O & M

1. Water for Construction and for O & M shall be arranged at each location of project site by the contractor. All payments towards arrangement and supply of water shall be borne by the contractor. The Contractor shall make his own arrangements to lay and maintain necessary distribution lines at his own cost. The contractor shall arrange for storage sumps,

pumps and distribution piping to various locations within the solar power plant. The Contractor shall be responsible to store water in sufficient quantity to meet its requirements in well built covered/protected water storage tanks / sumps.

The Contractor shall ensure that there is no wastage of water. He will also be responsible for maintaining the taps, pipe lines etc. in proper condition. The Contractor shall obtain prior approval of the Purchaser of his distribution scheme before laying the pipelines. Non availability of water in the project site shall not be excuse for delay in completion of Project. The contractor may at his own cost arrange suitable backup water supply.

Construction Power

1. The Contractor shall arrange construction power for the purpose of the construction and erection for each location of project site /sites. All payments towards availing power supply and usage charges and deposits shall be borne by the contractor. The Contractor shall make his own arrangements for further distribution. The Contractor shall make his own arrangements to lay and maintain necessary supply lines for temporary power. All temporary wiring must comply with local regulations and relevant Indian Electrical Act and will be subject to the Purchaser's inspection and approval before connection to supply and later. Non-availability of power shall not be an excuse for delay in completion of erection construction. Contractor may at his own cost arrange suitable back-up power.
2. The Contractor shall supply and install all distribution cables, wires and switches etc. of rated capacity for the commencement of work from the source of power at his own cost. The contractor shall employ Electricians having valid Electrical License for carrying out the installations as well as for the maintenance works.
3. The Contractor shall facilitate the Purchaser or his authorised representative for inspecting his temporary electrical installation as and when required. The Contractor will immediately attend to the defects so pointed out during this inspection including replacement of faulty cables, switches etc.
4. The Contractor shall be responsible for all damages, losses etc. due to fire or otherwise if it is due to his negligence, improper installation, operation and/or maintenance of his part of installations.

Codes and Standards

All works to be executed and/or engineering services and technical services to be rendered under this Contract, shall be completed in the manner set out in this Contract and in accordance with the specified codes, Standards and best trade/ engineering practices. Wherever the codes are not mentioned or in case of code discrepancies, relevant Indian Standards / International Standards approved by Purchaser shall be followed.

Total Responsibility

The Contractor shall be solely responsible for the entire supplies, engineering services and technical services, irrespective of whether supplies and services have been made/ rendered by him directly or by his Sub-Contractor/ sub-vendors or all associates of this contract.

General

- a) The bidder is required to carefully examine the Technical & General Specification, Terms and Conditions of Draft Contract, drawings and other details relating to work as given in the Tender Document and fully acquaint himself as to all conditions and matters which may in any way affect the work or the cost thereof. The bidder shall be deemed to have on his own and independently obtained all necessary information for the purpose of preparing the Bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- b) The bidder shall be deemed to have exhaustively examined the Tender documents including the Draft Contract, to have obtained all information and clarifications on all

matters whatsoever that might affect the carrying out of the work and to have satisfied himself as to the adequacy of his Bid. He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labour involved etc. and as to all work he has to complete in accordance with the Contract whatever be the defects, omissions or errors that may be found in the Tender/Bid Documents.

- c) The bidder shall be deemed to have acquainted himself with the Indian Income Tax Act, 1961, Indian Companies Act, 1956, Indian Customs Act, 1962, Indian Electricity Act, CEA rules, A&N Electricity rules, CERC/JERC regulations, A&N regulations, grid codes, MNRE guidelines, Factories Act, Pollution Control Regulation and other related Acts & Laws prevalent in India and as amended from time to time. The Purchaser shall not entertain any request for clarifications from the bidder regarding such local conditions.
- d) Any neglect or omission or failure on the part of the bidder in obtaining necessary and reliable information as stated above or on any other matter affecting the bidder shall not relieve him from any risks or liabilities or the entire responsibility of completion of the work in accordance with the Contract.

Surplus materials and scrap

- a) Surplus materials / defective materials available after commissioning of the project shall be taken back free of cost by the Contractor with prior approval of the Purchaser. The cost of removal shall be borne by the Contractor.
- b) Contractor shall take back all crates, packing cases, all packing materials including steel packing materials and other scrap materials then and there to keep the site free from scraps.
- c) No imported material shall be allowed to be taken out other than imported tools and tackles and instruments brought by the Contractor on draw back basis, provided he has carried out necessary documentation at the time of bringing such items inside the Plant.
- d) Replacements/ Disposal of BESS during construction as well as O&M shall be carried out by the contractor with utmost care without affecting the environment and all the scrap shall be taken out by the contractor and shall be disposed as per the international standards and norms.
- e) Necessary permission from concerned authorities shall be obtained for disposal of any item within the Island.

SCHEDULE-3

3.0 CONTRACT PRICE:

- 3.1 The contract price shall be paid in currency or currencies in which the price has been quoted. The contract price shall be firm till completion of contract period.
- 3.2 The total lumpsum prices quoted by the Contractor in his bid with additions and deletions as may be agreed to before award of Letter of Award/ Contract, for the entire scope of work, viz., design, manufacture, supply transportation, insurance, storage Erection, commissioning and testing of the equipment etc. covered by detailed scope of work of contract and in accordance with all terms, conditions, stipulations, specifications, requirements and other conditions of the Contract and incorporated in the Price Schedule and documents shall be treated as the Contract Price.
- 3.3 The Contract Price shall be deemed interalia to include and cover the cost of deployment of construction equipment, temporary works, establishment of labour camp, all materials and supplies, labour, insurance, fuel, stores, appliances, security arrangements, safety and fire fighting arrangements (including those required during construction, storage and erection) to be supplied/used by the Contractor and all such other materials and services and actions that may be necessary or derived or statutorily required in connection with the execution of the works as per the Contract or any portion thereof complete in every respect and maintained as detailed in the contract documents or as may be required in terms of the Contract.
- 3.4 The Contract Price shall be deemed to include and cover the cost of all royalty and fees for all articles, and processes, protected by letters patent or otherwise incorporated in or used in connection with the work, also all royalties, rents and other payments in connection with obtaining all materials for the work and the Contractor shall indemnify and keep indemnified the Purchaser, which indemnity, the Contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use of work of any such articles, processes or supplies.
- 3.5 Single Contract or Separate Contracts for Supplies, Services, Maintenance during warranty period etc., may be entered with. However, the Separate Contracts shall have necessary provisions to take care of Single Bidder responsibility, Liquidated Damages (LD), Purchaser's right to recover dues including LD from payment due under any of the contracts, warranty and Performance Guarantee etc.,
- In view of the above, any liabilities arising out of such Separate Contracts shall be borne by the bidder/Contractors
- However separate contracts will be entered in to for twenty fiveyears operation and maintenance.
- 3.6 The contract price shall be firm till completion of the contract period.

3.7 Contract Price Break-up

- 3.7.1 The Contract Price indicated in the Price Schedule shall be for the scope of work and services detailed under scope covered under technical specification and for all the contractual obligations of the Contractor if any, under the Contract.
- 3.7.2 The Contractor shall furnish the detailed billing break-up for each item for the approval of Purchaser, which after the approval only, will be the basis for submission of invoices for progress of payments.

SCHEDULE-4

TIME SCHEDULE

4.1 TIME SCHEDULE- Firm and Binding:

The basic considerations and the essence of the `Contract' shall be the strict adherence to the time schedule for performing the works in the contract. The time and the date of completion of the project activities as stipulated in the Time Schedule of Tender specification and accepted by the Purchaser shall be deemed to be the essence of the Contract. The Contractor shall so organise his resources and perform this work as to complete it not later than the date agreed to. The time to complete the Works contracted for shall be reckoned from the date of issue of the "Letter of Award" to the Contractor.

4.1.1 Completion Time:

The contractor shall complete the design, engineering, manufacture, Inspection at supplier's works, supply, insurance, transport, storage, erection, testing and commissioning of 2x10 MW (AC) grid interactive solar PV power project integrated with BESS with associated 33 KV switchyard and grid interconnection at the takeoff points of Electricity Department of Andaman & Nicobar Administration within 18 months from the date of issue of LOA.

4.2 TIME SCHEDULE FOR SUBMISSION OF PROJECT DATA, DRAWINGS AND DOCUMENTS:

- 4.2.1 The Contractor shall submit the various drawings and documents listed in Technical Specification. Minimum four numbers of hard copies shall be submitted for NLCIL approval. Additional copies, if any, required by Purchaser shall be furnished by the Contractor, without any extra cost. The Contractor shall supply all drawings/documents and the drawings/documents supplied will be the property of Purchaser. In addition to hard copies, soft copy of all drawing/ documents shall be submitted by the Contractor through NLCIL mail, details of which will be furnished after issue of LOA.

Within one month from the date of issue of Letter of Award, the Contractor shall submit to the Purchaser the list of all drawings and documents by title, using the approved numbering system and indicating the schedule of submission of drawings in conformity with the time schedule. This list of submission and approval shall be updated and submitted by the Contractor at the end of every month.

4.2.2 All the drawings and documents shall be prepared in accordance with contractual requirements and also as per the best engineering practices. Approval in respect of drawings shall be accorded by the Purchaser within two weeks of receipt of the same. In case drawing is not complete and/or is not approved, the comments shall be furnished to the Contractor within two weeks of receipt of drawing. Any submission with gross omissions and/or errors will not be considered as a valid submission. If any document/drawing were commented by Purchaser, the Contractor has to incorporate the comments and resubmit the document within one week for approval by the Purchaser. This review and / or approval of the drawings by the Purchaser will not relieve the contractor of any of his responsibilities under this contract.

4.2.3 The sequence of submission of feedback data, delivery of structural, mechanical equipment and electrical equipment, instrumentation, submission of erection instruction and erection drawings and other supplies and services by the Contractor shall be as per the L1 PERT network schedule.

4.3 PERT NETWORK

4.3.1 Level-I PERT network of the project (submitted along with the bid) shall be resubmitted by the Contractor for NLCIL approval and finalised within one month from the date of Letter of Award. The approved L- 1 PERT will be annexed to at the end of this schedule in the contract document.

4.3.2 Detailed Level-2 PERT network of all systems/sub systems/ discipline/ equipment etc. incorporating activity-wise quantity shall be submitted and finalised within threemonths from the date of Letter of Award. These-detailed networks shall be prepared based on the milestones reflected in Level-I network, which shall be the basis for performance of the Contract. The salient activities and their time schedule for the project shall be as follows:

Sl No	Description of Time Schedule	Number of months from LOA
1	Issue of LOA – Zero Date	D
2	Land development and Site preparation for the entire project	D+6
3	Approval of all major Drawings	D+9
4	Completion of all supplies	D+14
5	Completion of Erection and Interconnection of all equipment and system for the entire project including Power Evacuation system	D+16
6	Completion of Commissioning	D+18

- 4.3.3 The Contractor shall submit detailed construction resource planning along with Level-2 networks.
- 4.3.4 The Contractor shall submit estimates of quantities/volume of work sub-system wise, discipline wise, list and weights of equipment (mechanical/electrical/instrumentation) etc during execution stage as per requirement.
- 4.3.5 All PERT network shall be furnished in MS Projects both in Hard copies and Softcopies.
- 4.3.6 Detailed assignment schedules of foreign specialists Experts for rendering technical services shall be submitted by the Contractor for the approval of the Purchaser within three months from the date of Letter of Award. The bio-data of key personnel shall be submitted within one month from the date of Letter of Award and for others, within three months before their deputation.
- 4.3.7 Drawings of equipments shall be supplied at least one month before the shipment of the equipment.
- 4.3.8 All “as built drawings” shall be submitted by the Contractor before Final Take Over.
- 4.3.9 Erection Instructions for the Plant and Equipment shall be submitted by the Contractor at least one month before the shipment of the respective Plant & Equipment.
- 4.3.10 The delivery of equipment shall be deemed to be completed when all equipment and drawings/documentations have been supplied by the Contractor.
- 4.3.11 Erection of the system / equipment shall be deemed to be completed when all equipment for the normal functioning of the plant / system are erected at site.
- 4.3.12 Completion of successful commissioning of the system/ equipment shall be deemed to have taken place when the system/ equipment has been successfully commissioned as per relevant Clauses of Schedule-10.
- 4.3.13 Demonstration of performance guarantee tests shall be deemed to have completed when the Contractor has demonstrated and has achieved PG parameters as per Technical Specification and Schedule-9.
- 4.3.14 The Contractor shall render timely and adequate technical services through his Specialists to ensure completion of entire work and demonstration of performance guarantee tests.
- 4.3.15 The Contractor shall prepare and submit in a time bound manner necessary drawings of proper standard with best engineering practices. The Contractor shall be responsible for obtaining timely approval of the drawings from the Purchaser to ensure completion of work within the time schedule. Any delay due to incomplete submission and consequent delay in approval shall be to the account of the Contractor. The Contractor shall not claim any time extension on this ground.

4.3.16 The Contractor shall ensure to send all letters with authentication through FAX/E-mail and a confirmation copy of the same through courier/Speed Post/Hand delivery. All drawings and documents shall be sent through Courier/ Speed Post/Hand delivery.

4.4 DELIVERY OF EQUIPMENTS, ITEMS ETC.

The delivery periods shall be reckoned from the date of Letter of Award.

4.4.1 The delivery of imported equipment and components including the foundation bolts and inserts in respect of the plant and equipment shall be completed on FOB basis, as given in the Overall time schedule.

4.4.2 Delivery of all indigenous equipments, and items shall be completed on FOR site basis as given in the Overall Time schedule.

4.4.3 Delivery of all supplies shall be made strictly in sequence of erection at site unless otherwise differently agreed to by Purchaser.

4.5 MAINTAINING SPARES

The required spares shall be maintained and shall be dispatched along with the consignment of the respective equipment. The required Mandatory spares shall be maintained by the contractor at the stores after the Provisional Takeover.

4.6 DELIVERY OF ENGINEERING SERVICES

The delivery of the engineering services, drawings and documents will be completed as per the time schedule mentioned herein before and will be delivered to the Purchaser.

4.7 Liquidated Damages for Delay:

The time stipulated in the Contract shall be deemed to be the essence of the Contract. In case the Contractor fails to adhere to the time specified in the Contract Clause 4.1.1, then L.D. will be levied by the Purchaser.

4.7.1 If the satisfactory commissioning of the entire capacity of the integrated system in the manner prescribed is delayed beyond the stipulated dates, Liquidated Damages shall be payable at the rate of 0.5% per week of delay or part thereof of supply and services subject to a ceiling of 10% of the total value of contract for supply & services.

4.7.2 If the reason for the delay is solely attributable to the Purchaser, adequate time extension will be given to the Contractor to the extent of delay attributable to the Purchaser. Further in any delay in commissioning attributable to the contractor, the losses incurred by NLCIL due to the withdrawal of subsidiary by GOI shall be compensated by the contractor.

4.7.3 If the reason for the delay is purely attributable to the Contractor, L.D. will be levied, and extension of time may be granted.

- 4.7.4 If the decision regarding the reasons for the delay is required to be analysed and the same can only be determined after completion of the work or if the issue is likely to enter into dispute or requires in-depth study to fix the responsibility for the delay, then extension of time will be given to the Contractor subject to levy of L.D. if considered necessary. However, as a precaution the amount equivalent to the maximum L.D. leviable would be withheld from the running bills at the stage where the balance payment may not be able to cover the L.D. and other obligations as per the provisions of the Contract.
- 4.7.5 In case this arrangement causes difficulty to the Contractor in cash flow and progress of work, an amount up to 90% of the withheld amount can be released to the Contractor against suitable Bank Guarantee for 100% of the withheld amount if requested by Contractor.
- 4.7.6 However, 90% of the withheld/ leviable Liquidated Damage amount may be considered by the Purchaser for release against submission and acceptance of LDBG as per the format enclosed for 100% of the leviable LD amount.
- 4.8 **Liquidated Damages for shortfall in Performance Guarantee values**
For non-fulfilment of Performance Guarantee values the LD will be levied as indicated in the Technical Specification.
- 4.9 Total Liability for Delay & shortfall in Performance Guarantee (PG) Values The liquidated damages for (1) delay in commissioning (2) non-fulfilment of performance guarantee values are independent and shall be applied separately. However, the total liability of the Contractor towards delays and for shortfall in Performance shall be limited to 17.5% of the total value of contract for supply & services.
- 4.9.1 The Purchaser may without prejudice to any method of recovery deduct the amount for such Liquidated damages from any amount due or become due to the Contractor either under this or any other Contract. Payment of Liquidated Damages shall in no way relieve the Contractor from his Contractual obligations to complete the works or from any of the obligations under this Contract. Any delay in the levy or recovery of LD shall not constitute waiver of the right of the Purchaser under the Contract towards levy and recovery of LD.

4.10 **IMPLEMENTATION STRATEGY**

4.10.1 **Time Schedule**

The heads to be covered in the L1 PERT network schedules broadly are:

Submission of basic engineering and approval, issue of ordering specifications, placement of orders of equipment, submission and approval of drawings for

Mechanical/ Electrical/Instrumentation equipment, etc. manufacture and supply of equipment, civil and structural works, submission of erection drawings and manuals, erection of mechanical/electrical equipment, testing and commissioning etc. The major milestones for the principal items are to be highlighted in the schedule.

4.10.2 The Contractor shall submit:

- i) Level- 2 PERT network schedule including details of pre-construction activities and execution work.
- ii) Estimates of quantities/volume of work and other details such as list of specifications, list of drawings, quantum of work discipline wise, list of equipment (mechanical/ electrical/instrumentation) etc.
- iii) Updated level II networks along with progress reports (formats to be mutually finalised) shall be furnished as and when required.

4.11 CONSTRUCTION/ERECTION PLAN

4.11.1 The Contractor shall submit a write-up for construction/erection plan for the plant & equipment under his scope of supply.

- i. The plan will indicate a broad outline:
- ii. The construction/erection techniques to be employed.
- iii. Resource planning for deployment of construction / erection of equipment/machineries.
- iv. List of various construction equipment such as cranes, dumpers, etc. planned to be mobilized with quantity & rated capacity/specification.
- v. List of machinery, tools and tackles such as welding transformers, welding generators/sets, gas cutting sets, drilling machines, chain pulley blocks, survey instruments, etc. and indicate specification and quantity of each item

4.11.2 Deployment of manpower

The Contractor shall submit a list showing deployment of manpower of the following categories indicating number of personnel, schedule and duration of their posting at site, educational background, and experience.

- i) Engineers to be engaged for design and engineering coordination, follow up and expediting.
- ii) Engineers and supervisors are to be directly attached to site work i.e. civil construction, erection, testing, commissioning and demonstration of performance guarantee values.
- iii) Organization for implementation of the project.

4.12 **PROGRESS MONITORING**

- 4.12.1 It is proposed to have an effective system of progress monitoring to ensure timely completion of all project activities. The guidelines laid down herein shall ensure progress monitoring by the Purchaser.
- 4.12.2 The intention is to dwell upon the progress of the activities related to Engineering Procurement, Manufacturing, Dispatch, Site Erection, testing, Commissioning and PG Test.
- 4.12.3 In the interest of the timely completion of the project, the area of monitoring can be altered in consultation by the Purchaser with the Contractor. The Contractor shall furnish adequate information in the monthly progress reports on the formats to be mutually agreed upon. The Contractor shall submit the requisite no. of progress reports in five (5) copies.
- 4.12.4 The Purchaser will invite the Contractor for monthly/fortnightly meetings to review the progress of each activity, and depute Purchaser's authorized representatives for ascertaining/ expediting progress at Contractor's works and suggest remedial actions to bridge-up time gap if any between planned progress and observed progress.
- 4.12.5 **Progress report**
- a) A monthly progress report with exception report showing current status of various activities including status of ordered/yet to be ordered items shall be submitted to the Purchaser by the Contractor in five hard copies, referring to the schedule of order, reasons for not achieving it and remedial measures proposed.
 - b) The Contractor shall submit programme of execution both in the form of activities in 'Network' as well as quantitative programme in terms of month wise physical targets for various disciplines of work.
 - c) The Contractor shall submit computerised updated time analysis report every month along with progress report. The updated PERT network drawing (both Level I and Level II) are to be submitted in requisite no. of copies at least once in every month. The format of the submission are to be mutually discussed and agreed.
 - d) The monthly progress report shall indicate progress of activities against targeted dates and targeted quantities in proforma as per the requirement of the Contract for maintaining consistency of reporting and for maintaining database by the Purchaser. Reasons for shortfalls, if any, shall be clearly brought out and proposed remedial measures to arrest the

delays shall be indicated by the Contractor in the progress report, wherever applicable.

- e) Quantitative programme which is termed as “Work Plan” shall be updated regularly at a mutually agreed interval of time and Principal Contractor shall submit the same for Purchaser’s approval keeping in view the balance time available to execute the balance of activities. Once if approved, subsequent progress report shall indicate the revised targets.
- f) The Contractor shall furnish information on site activities viz. daily progress report, weekly receipt of equipment, monthly erection plan, etc. The Contractor has also to indicate resource deployment at site, highlights of critical areas and constraints in the daily progress report once in a week.
- g) Other information related to site activities as may be required by the Purchaser, shall also be submitted by the Contractor.
- h) The Contractor shall submit progress photographs in 5 copies and also in a Compact Disc (CD) every month relating to the progress in sequence of work of all major site activities. The Purchaser will arrange necessary permission for the same.
- i) The progress report will also highlight inspection status. The Contractor shall submit one copy of the inspection certificate duly signed by representatives/authorized agencies after inspection along with the progress report.

4.13 OVERALL TIME SCHEDULE

The overall time schedule shall be as follows:

1. The time schedule for the scope of work up to commissioning shall be 18 months.
2. The time schedule for PG test shall be one year after provisional take over which shall be in concurrence with one year warranty period O & M.
3. After successful completion of PG test and final take over, O & M shall be carried out for balance 24 years.

After completion of above overall time schedule, entire system shall be handed over to NLCIL.

4.14 EXTENSION OF TIME

4.14.1 The Contractor shall not be allowed for any extension of time for completion except in the following cases:

- i) Force Majeure – As per details stated in the Contract.

ii) Major changes or substantial addition to work ordered by the Purchaser adversely affecting the completion time.

iii) Any other circumstance of any kind whatsoever which may occur making the Contractor entitled to an extension of time which, however, shall be in the absolute discretion of the Purchaser.

4.14.2 The Contractor, upon the happening of any such event as stated above shall immediately inform the Purchaser but nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Purchaser to proceed with the work.

4.14.3 Request for extension of time shall be submitted by the Contractor in writing and the Purchaser, based on the merit, shall consider the request and convey his decision to the Contractor in writing within a reasonable time.

4.14.4 The Contractor shall not be eligible for any extension of time on account of any delay in procurement of materials.

SCHEDULE- 5

5.0 TAXES & DUTIES

5.1 ED/ ST/ OCTROI

- i) Excise Duty, Sales tax (**CST/VAT**) including service tax and works contract tax wherever applicable shall be reimbursed at actual subject to ceiling indicated in the schedule of price for the items cleared from the Contractor's factory on production of documentary evidence. Wherever concessional **ED/VAT/CST** is contemplated, such concessional **ED/VAT/CST** shall alone will be payable by the Purchaser. **ED &ST** will be reimbursed for the components that are directly consigned to site by the Contractor as well as Sub-contractors on proof of documentary evidence subject to the ceiling quoted. In such cases the **ED** will be permitted in full even if the sub supplier's basic price of supply exceeds the approved billing schedule of the Contractor .In the case of sub supplier being industrial undertaking the concession available shall be availed of and passed on to the Purchaser.
- ii) No Excise Duty or Sales Tax shall be payable by the Purchaser on bought-out items and/or input raw materials or components. No statutory variation on account of Excise Duty and Sales Tax on these items shall be payable.
- iii) Any statutory variation on account of **ED/ST** and other taxes arising beyond delivery schedule shall not be payable.
 - (a) any statutory variation on account of **ED/ST** arising between the date of submission of offer by the Contractor and scheduled date of completion of supplies can be allowed for the supplies made within the scheduled delivery period based on the rates prevailing on the dates of supply.
 - (b)If there is any delay in supplies due to Contractor's fault, the rate prevailing on the scheduled date of completion of supplies will apply for the belated supplies and upward revision after the scheduled date will be to the Contractor's account.
- iv) Details of items, tariff no. with break-up values for despatches shall be indicated separately in the PRICE SCHEDULE with rate of taxes in percentage and total amount of taxes.
- v) "C" forms for interstate supply will be issued wherever necessary for self manufactured items and bought out items provided the invoices are in the name of the Contractor.
- vi) For the supplies made to NLCIL within Andaman, to avail the rate of tax as per Andaman / VAT, upon request of the Contractor furnishing required details as per the prescribed format of VAT, the Purchaser shall issue certificate, wherever applicable.
- vii) Any benefits arising out of application of CENVAT shall be passed on to Purchaser in full. Final claim will be settled only after certification by practicing firm of Chartered Accountants that all benefits arising out of CENVAT have been passed on to the Purchaser.
- viii) Where the delivery schedule is extended for reasons not directly attributable to the contractor variation in taxes and duties, if any shall be reimbursed.

Reimbursement of taxes and duties in excess of prevailing rates arising out of statutory variation within contractual delivery/ execution period will be made by the Purchaser against the submission of invoice.

For claiming such statutory variation in excise duty, the Indian Contractor shall provide the Purchaser a certified copy of invoice-cum-challan along with the documentary evidence showing the rate of excise duty prevailing on the delivery date (extracts of ED tariff).

- ix) Statutory variations due to imposition of new taxes, duties and levies or reduction/ withdrawal of existing taxes, duties and levies by the Central or State Government as may be applicable on the supply of Plant and Equipment etc., shall be to Purchaser's account to the extent applicable as direct liability of the Indian Contractor in execution of this Contract with the Purchaser. In the case of any upward revision, the same shall be reimbursed by the Purchaser which shall not be within the ceiling quoted subject to production of relevant documentary evidence. However, the same will be limited to the Contractual delivery period/ execution schedule.

- 5.1.1 Customs Duty if any, shall be reimbursed at actuals subject to ceiling indicated in the schedule of price. However, the purchaser shall not be liable to clear the goods at Port.

5.2 **Service Tax & Works Contracts Tax:**

5.2.1 Service Tax & Works Contracts Tax

- 5.2.2 Service tax if applicable and quoted by the bidder will be paid by NLC to the extent directly related to the services rendered by the contractor under this contract subject to the ceiling quoted in the price schedule.

- a) The service providers/ contractors have to provide a copy of the service Tax registration Certificate and also mention their Service Tax Registration No. and date in each of their invoices / Bills without fail. No invoice or bill will be paid unless the service Tax Registration No. is mentioned therein.
- b) The service provider/ Contractor have to certify that in the previous year the value of services rendered by them was not less than Rs.10 Lakhs (the present threshold limit for levy of service tax)
- c) The invoice shall contain the following details
 - * Name of the registered person / Company /Firm
 - * Address
 - * Service Tax registration number
 - * Description of the taxable service
 - * Classification of the taxable service
 - * Value of the taxable service
 - * Service tax charged –Separately calculate the education cess and SHE cess similarly.

- 5.2.3 The Service Tax lumpsum indicated in the contract price is as per the rates prevailing one month prior to original schedule date of Tender Opening (Cover-I& Cover II). Any statutory variation in respect of Service Tax within the agreed time schedule will be to the account of the purchaser, at actuals based on the documentary evidence,

independent of the ceiling quoted. Statutory variation arising beyond agreed time schedule shall not be payable. However, if the time schedule is extended for reasons not directly attributable to the contractor, variations in Service tax and WCT, if any shall be reimbursed.

5.3 **Works contract tax:**

Works Contracts Tax (WCT):

The purchaser shall, however, deduct such taxes at source as per the rules and issue TDS certificate to the contractor. However deduction will not be made if the contractor produces a certificate from the assessing authority concerned that he has no liability to pay or has paid the tax under VAT of Andaman VAT Act, if applicable at prevailing rates. TDS on works contracts tax will be deducted as per statutory conditions on the value of contract price (supply and service) irrespective of divisible or indivisible contract entered. Any taxes arising out of splitting of contract is to the account of Contractor. WCT will not be deducted for the interstate supplies.

For the claims in the lumpsum quoted if any towards WCT in the schedule of prices for Civil & Structural works (Schedule-4) claim will be admitted subject to the ceiling quoted against documentary evidence..

5.4 **Octroi/ Any other taxes / Entry taxes:**

5.4.1 Octroi/ Any other taxes/ Entry tax will be reimbursed subject to ceiling quoted by the Contractor against documentary evidence. The Contractor shall furnish in the price schedule details of Octroi/ Any other taxes / entry taxes prevailing in different states with percentage of Octroi/ Any other taxes / entry taxes in the schedule-8.

5.4.2 If GST is implemented during the execution of contract, taking into account the impact of GST and based on the guidelines to be issued by GOI, necessary amendments will be issued.

5.5 **Direct Tax (Income Tax):**

5.5.1 The Purchaser shall not be liable towards income tax of whatever nature including variations, arising out of this Contract, as well as tax liability of the Contractor and his personnel. Deduction of tax at source at the prevailing rate shall be effected by the Purchaser before remittance as a statutory obligation. The Certificate for the tax deducted at source shall be furnished by the Purchaser indicating the amounts deducted.

5.6 **Personal Income Tax and Cess:**

5.6.1 Income tax and cess, if any payable by the Contractor's / Sub-contractor's employees shall be paid by the said employees directly and the purchaser shall not be liable to pay the income tax and cess payable by the employees of the Contractor/ Sub-Contractor and the purchaser is not responsible for filing the tax return of the Contractor's employees/experts. The Purchaser is not responsible for any tax arrears of Contractors employees who have been associating their service, towards this scope of work on any circumstances whether they are in service or otherwise.

5.7 **Customs duties, Port handling, clearance and forwarding**

5.7.1 For imported supplies on F.O.B. basis Customs Duty, Port handling, clearance and forwarding if any, shall be reimbursed at actuals subject to ceiling indicated in the schedule of price. However the purchaser shall not be liable to pay such charges in respect of items supplied by the Contractor on free of charge basis. For the domestic supplies all charges regarding customs duties, if any, shall be to the account of the Contractor.

- 5.7.2 The Purchaser shall bear any statutory variation ($\pm$) in CD tariff rate (i.e. between the CD rate prevailed at the time of submission of the offer and the CD rate paid at the time of actual imports) and also the variation in CD due to exchange rate fluctuation (i.e. between the Exchange rate prevailed at the time of submission of offer and the Exchange rate prevailed at the time of actual imports). The variation ($\pm$) in CD tariff rate and variation in CD due to exchange rate fluctuation will be regulated based on the Bill of Entries of actual imports made by the Contractor and the variation will be considered for the imports made within the agreed delivery schedule.

SCHEDULE- 6

6.0 TERMS OF PAYMENT:

6.1.1 GENERAL PROCEDURE:

The payment to the Contractor for the supply, services & works under the Contract will be made by the Purchaser as per the guidelines and conditions specified herein. All payments made during the Contract shall be on account payment only. The final payment will be made on completion of all the works and on fulfillment by the Contractor of all his liabilities under the Contract to the satisfaction of the Purchaser.

6.2 DUE DATES FOR PAYMENT:

The Purchaser will make progressive payment as and when the payment is due as per the terms of payment set forth herein. Payment will become due and payable by the Purchaser within 30 days from the date of receipt of Contractor's bill/invoice/debit note by the Purchaser provided the documents submitted are complete and correct in all respects, and is accompanied with a checklist substantiating the pay ability of the bill /invoice.

The Contractor shall certify the following in all the bills:

"Certified that no payment has been claimed and received before, for the components for which payment has been claimed in this invoice".

PURCHASER reserves the right to deduct any un-payable claims admitted inadvertently from any amount due to the CONTRACTOR.

6.2.1 Notwithstanding any amount becoming due and payable to the Contractor by the Purchaser, the Contractor shall not be entitled to any interest on delayed / overdue payments.

6.3 PAYMENT SCHEDULE:

6.3.1 The Contractor shall prepare and submit to the Purchaser for approval, a detailed Billing Break Up (BBU) of the Contract Price component wise. This Contract Price BBU shall be interlinked with the agreed detailed PERT Network of the Contractor setting forth his starting and completion dates for the various key phases of works prepared. Any payment except the advance payment under the Contract shall be made only after the BBU is approved by the Purchaser. The aggregate sum of the BBU shall be equal to the Lumpsum Contract Price. BBU shall be reviewed, updated and submitted to the Purchaser, by the Contractor as and when required.

6.3.2 The Contractor shall submit to the Purchaser his Sequential delivery schedule for all the equipment correlated to the sequence of erection within 1 month from the date of Letter of Award (LOA). Such schedules shall be in line with the agreed detailed PERT for all phases of the works of the Contractor. If required such schedules shall be reviewed, updated and submitted to the Purchaser, by the Contractor as and when required.

- 6.3.3 Dispatches shall be as per such approved time schedule and payment shall be regulated accordingly. No early payment shall be made for the 65% stage payment and subsequent payment further indicated in the case of early dispatches effected.
- 6.3.4 All demurrages and wharfage if any arising out of any dispatches shall be to the account of the CONTRACTOR only.
- 6.4. **ADVANCE PAYMENT:**
- 6.4.1 No advance payment shall normally be made. However if the contractor wishes to claim advance payment for mobilization of work, equipments, materials etc., then advance shall be paid limited to a maximum of 10% (Ten percent: First Down Payment 5% of Contract price for supplies and site preparation work by 2 months from the date of LOA subject to fulfillment of conditions laid down in clause No. 6.5 and Second Down payment of 5% of Contract price for supplies and site preparation work by 3 months from the date of LOA subject to signing of Contract).
- 6.4.2. Except Initial Advance, all other payments shall be made only after signing the contract. The terms of payment for the various price components of the Contract price are detailed herein:
- 6.5 **Payment Terms:**
- Advance payment:
- 6.5.1 All Advance Payment shall be paid as per the terms of payment within 90 days from the date of LOA for F.O.B. (imported portion) and Ex-works (Indian portion) supply and Site preparation works on fulfilling the conditions specified below:
- i) Acceptance of Letter of Award (LOA)
 - ii) Submission of an unconditional Bank Guarantee covering 110% of the advance amount in the prescribed form and acceptance of the same by the PURCHASER.
 - iii) Submission of Contract Performance Bank Guarantee and Financial Backup Bank Guarantee, if any as stipulated and acceptance of the same by the PURCHASER.
 - iv) On resubmission of detailed L1 PERT chart and acceptance thereof by PURCHASER.
- 6.5.2 **FOR SUPPLY, ERECTION, CIVIL WORKS, TESTING & COMMISSIONING OF PV SOLAR:**
- 6.5.2.1 The payment of contract price shall be regulated and paid as per price quoted in various schedules i.e Schedule-1 to Schedule-4 in Volume-I and also as per break up details furnished in their BBU.
- 6.6 **Schedule-1: Site Preparation works:**
- 6.6.1 90% (If advance payment availed) /100 % of price of each item quoted in Schedule-1 shall be paid after completion of each item and certification of the same by the Project Manager.
- 6.7. **Schedule-2: Plant and Equipment:**
- 6.7.1 50% (If advance payment availed) / 60% in case of not availing advance pro-rata value of Contract price of F.O.B. supplies (as per agreed billing schedule) against shipping

documents as detailed out below in clause "Documents for Payments". In case of Ex-works supplies, the same shall be against certificate of receipt of consignment at site by the PURCHASER on Unit rate basis and after physical verification and certification of the same by the Project Manager for having received and stored the equipment at site. For this purpose the Contractor shall furnish a billing break up and get it approved by the Project Manager. This stage payment will be made subject to signing of the Contract.

- 6.7.2 Twenty five percent (25%) price of each item quoted in Schedule -2 shall be paid after installation of each item on Unit rate basis and certification of the same by the Project Manager.
- 6.7.3 Ten percent (10%) price of Schedule-2 of the plant and Equipment shall be payable on installation of the entire Solar PV Power Plant and after it is tested and commissioned and exporting power to the Grid and against issue of Provisional Acceptance Certificate by the Project Manager.
- 6.7.4 The final five percent (5%) price of Schedule-2 of the plant and Equipment shall be payable on successful completion of Performance and Guarantee tests as specified and issue of Final Acceptance Certificate by the Project Manager.
- 6.7.5 100% of Transport charges of price Schedule-2 shall be paid along with 50% / 60% equipment charge against documentary evidence subject to the lumpsum ceiling quoted.
- 6.7.6 100% Insurance charges shall be paid against documentary evidence and submission of the Insurance Policy subject to the lumpsum ceiling quoted.

6.8 Price component of Installation and commissioning:

- 6.8.1 The Payment of Contract Price for Civil and structural works storage, Installation and commissioning shall be paid as follows:

If the contractor avails the advance payment for mobilization of work, equipments, materials etc.

First 5% advance shall be paid as certified by the Purchaser

- (i) on establishing office at Project Site preparatory for mobilisation of storage, Installation and commissioning
- (ii) on making ready the storage area before despatch of first consignment of supply and
- (iii). Submission of an unconditional Bank Guarantee covering 110% of the advance amount in the prescribed form and acceptance of the same by the PURCHASER

Second 5% second advance shall be paid

- (i) after the Contractor moves the required construction plant and machinery and commences at site the first installation activity as per PERT network subject to certification by the engineer of the Purchaser and
- (ii) Submission of an unconditional Bank Guarantee covering 110% of the advance amount in the prescribed form and acceptance of the same by the PURCHASER

6.9 Schedule-3-Installation and commissioning:

- 6.9.1 80% (If advance payment avail)/90% in case of not availing advance the price of the installation services quoted in Schdule-3 shall be payable on pro-rata basis after completion of installation of equipment of the Solar PV Power Plant and after it is made ready for hooking up to the Grid
- 6.9.2 Five percent (5%) price of the installation services quoted in Schdule-3 shall be payable on pro-rata basis after completion of installation of equipment of the Solar PV Power Plant and after it is tested and commissioned and exporting power to the Grid .
- 6.9.3 The final five percent (5%) price of the installation services quoted in Schdule-3 shall be payable on successful completion of Performance and Guarantee tests as specified and issue of final Acceptance Certificate by the Project Manager.

6.10 Schedule-4 Civil and Structural works:

- 6.10.1 80% (If advance payment avail)/90% in case of not availing advance the price component of the Schedule-4 shall be payable on Pro-rata basis after completion of work and certification of the same by the Project Manager.
- 6.10.2 5% of price component of the Schedule -4 shall be payable after completion of work and certification of the same by the Project Manager.
- 6.10.3 Five percent (5%) of price component of the Schedule-4 shall be payable on successful completion of Performance and Guarantee tests as specified and issue of Final Acceptance Certificate by the Project Manager.

6.11 Schedule-5- Operation and Maintenance charges for 25 yearsincluding warranty period for Solar Power Plant:

- 6.11.1 After completion of Warranty period as defined in bid documents, the Operation and Maintenance charges quoted in Schedule-5for 25 yearsshall be payable pro-rata on quarterly basis on the certification of work by the Project Manager after completion of each quarter.

6.12 Taxes and Duties:

- 6.12.1 One hundred percent (100%) of Excise Duty, Customs Duty, CST, VAT etc. shall be reimbursed against invoices to the Contractor subject to ceiling quoted upon receipt of equipment/spares at site along with the 50%/ 60%payment of the respective items.
- 6.12.2 Service tax for the Operation and maintenance services and other applicable services will be paid along with progressive payment subject to ceiling quoted in the price schedule after completion of the respective portion of the works.

6.13 GENERAL:

- 6.13.1 The advance Bank Guarantee will be reduced progressively on quarterly pro-rata basis as evidenced by the copy of invoice duly passed /approved by the Purchaser

for which the Contractor shall submit the request letters with necessary supporting calculations.

- 6.13.2 All payments shall be paid only against submission of complete and correct invoices and documents by the Contractor duly certified by the Purchaser except as otherwise specified in the Contract. Payment shall be due and payable by the Purchaser within a reasonable period, which will not normally exceed one month from the date of receipt of complete and correct invoices. If it is not payable the invoice will be returned to the Contractor stating the reasons for rejection within a month from the date of receipt by the Purchaser.
- 6.13.3 All payments shall be released directly by the Purchaser to the Contractor except as otherwise provided in the contract. If as per provisions of Contract any payments are made directly by the Purchaser to the Associates, such payments shall constitute a proper discharge of Purchaser's obligations for such payments to the Contractor.
- 6.13.4 All the progressive payments mentioned above shall be made by the Purchaser based on the satisfactory progress of work as agreed.
- 6.13.5 All interim/progressive payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually completed and shall not preclude defective/imperfect/ incomplete work to be removed. It will not be considered as an admission by the Purchaser of the due performance of the Contract, or any part thereof by the Contractor nor shall it preclude, determine or affect in any way the powers of the Purchaser under these conditions or in any other way vary or affect the Contract.
- 6.13.6 The Purchaser reserves the right to encash Bank Guarantees if sufficiently convinced of negligence and lack of dedication to work on the part of the Contractor.
- 6.13.7 If the Contract is terminated due to default of the Contractor, the 'Mobilization Advance' pay would be deemed as interest bearing advance at the rate applicable to cash credit facility prevailing at the time of issue of NIT to be compounded quarterly.
- 6.13.8 For delays in scope within the agreed time schedule, interest at the prevailing rates applicable to cash credit facility will be charged on the unadjusted portion of advance paid.

6.14 PAYMENT PROCEDURE:

- a. The successful Bidder shall submit the bills for claim in four copies. The payment shall be made after the verification of the bill by concerned Accounts Centre at NLC India Ltd., Neyveli.
- b. It is expressly understood that the release of payment to the successful Bidder in the manner specified will not be construed as the fulfillment of the Bidder's obligations either in part or whole under the contract and that the Bidder shall continue to remain responsible to NLC until all the obligations under the agreement have been fulfilled.

6.15 **PAYMENT OF CONTRACTORS BILLS THROUGH ELECTRONIC FUND TRANSFER (EFT)**

The Bidder should submit the consent in a mandate form for receipt of payment through NEFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by bank. Further, the Bidder should also submit certificate from their bank certifying the correctness of all above mentioned information in the mandate form.

6.16 **Payment for Ocean freight and Inland Transport**

6.16.1 **Ocean Freight**

100% ocean freight charges for respective shipment shall be reimbursed at actual on production of documentary evidence. Total claim shall not exceed the ceiling price quoted in the price schedule for ocean freight.

6.16.2 **Inland Transport**

Inland transport charges for imported portion from Chennai port to the site will be borne by the Contractor.

100% of the transport charges for indigenous supplies on pro-rata basis shall be reimbursed on production of invoices and documentary evidence along with 50%/60% supply invoices after receipt of materials at site. However, the total claim shall not exceed the ceiling quoted in the price schedule for inland transport.

6.17 **Insurance Charges**

6.17.1 The Insurance premium in respect of Marine and inland transport shall be prepaid by the Contractor and got reimbursed subject to production of documentary evidence including the copy of respective policies.

6.17.2 The reimbursement of premium can be made at periodical intervals as per the policy's conditions. The premium receipt issued by the Insurance company shall have to be produced for claiming reimbursement. After all the instalments of premium are paid, the difference between lump sum insurance charges indicated in the contract and the premium actually reimbursed to the contractor on documentary evidence as referred above, shall be paid to the contractor on the basis of invoices from the contractor, without supporting documents to compensate the service charges incurred by the contractor during the pendency of the Insurance policy. However, the total claim shall be restricted to the lump sum price quoted in the schedule of price.

6.18 **Customs duties, Port handling, clearance and forwarding**

For imported supplies on F.O.B. basis Customs Duty if any, shall be reimbursed at actuals subject to ceiling indicated in the schedule of price along with 50%/60% payment. However the purchaser shall not be liable to pay such charges in respect of items supplied by the Contractor on free of charge basis. For the domestic supplies all charges regarding customs duties, if any, shall be to the account of the Contractor.

6.19 **Mode of Payment**

6.19.1 **Indigenous supply**

The payment shall be made direct to the Contractor by the Purchaser through e-payment only. Payment, will become due and payable by the Purchaser within a reasonable period which will not exceed one month from the date of receipt of Contractor's bill / invoice / debit note by the Purchaser provided the documents submitted are complete and correct in all respects. If it is not payable the invoice will be returned to the Contractor stating the reasons for rejection within a month from the date of receipt by the Purchaser.

6.19.2 **Imported supply**

In case of stage payment (50%/60%) in foreign currency for the supplies of Equipment, the Purchaser will establish irrevocable Letter of Credit in favour of the Contractor through the Purchaser's Bank in India and payment will be effected through Letter of credit. The Balance payment for supplies will be made through direct disbursement method.

The payment for indigenous supplies, the inland transportation, insurance and other lump sum charges shall be made direct to the Contractor by the Purchaser wherever applicable through E-payment.

6.20 **Opening of Letter of Credit., Validity & Extension of Letter of Credit**

6.20.1 The Purchaser shall open an irrevocable Letter of Credit at the State Bank of India or any principal Bank of NLC and advice through its foreign branches/ correspondents to be specified by the Contractor in due course. The Letter of Credit will be kept valid for 3 months covering 50%/60% value of equipment. Letter of Credit will be opened after the receipt of information from the contractor regarding readiness of the shipment.

6.20.2 The bank charges incurred in India shall be to the account of the Purchaser and all bank charges incurred in abroad shall be to the Contractor's account. Should the Contractor need confirmation of LC, charges there of is to be borne by the Contractor. The Purchaser will bear all bank charges in India for establishing/ renewal of L/Cs with State Bank of India or any principal Bank of NLC. However, if extension of Letter of Credit become necessary for delay due to reasons attributable to the Contractor then all bank charges for such extension shall be borne by the Contractor.

6.20.3 In respect of all Ex-works supplies all payment will be made through e-payment in INR and bank charges if any would be to the contractor's account.

6.21 **Documents for Payment**

6.21.1 **Invoice for imported supplies**

6.21.2 *For 50%/60% payment*

The following documents in original are to be submitted to bank for payment.

- i. Contractor's signed commercial invoice showing 100% FOB price for equipment /components supplied, 25% to be received against receipt at site and verification and 10% to be received on successful completion of commissioning and final 5% payable on successful completion of Performance Guarantee test 50%/60% as amount falling due and a certificate confirming that delivery has been effected according to the conditions of the Contract.
- ii. 3 originals of marine Bill of Lading clean on board marked freight prepaid consigned to NLCIL plus one non-negotiable copy, evidencing shipment to Indian sea port.
- iii. Copy of transit insurance declaration made by Contractor.
- iv. Packing list / despatch note – one copy.
- v. One copy of certificate of origin.
- vi. One copy of Soundness certificate in the following form
 "Certified that the materials shipped EX S.S./M.V
 under B/L No. dated for the value of against
 Contract No. were in sound condition at the time of shipment."
- vii. One copy of Test certificate, if no such certificate is necessary, confirmation by NLC to this effect.
- viii. Certificate to the effect that liquidated damages have been deducted/ No L.D is payable by Contractor.
- ix. Confirmation by Contractor that the copy of the above documents have been sent to NLC immediately after shipment.
- x. In respect of last consignment in addition to the above documents the following certificates and documents shall also be furnished.
 - a) Certificate by the Contractor that no further shipment will be made and the supplies are completed in all respects.
 - b) Summary of all invoices for the equipment also showing the amount due and amount claimed/received.

Two copies of each of the above documents shall be sent simultaneously to the Head of Unit Finance / Neyveli.

In addition, 10 copies in each of the above documents shall be sent direct to the GENERAL MANAGER/CONTRACTS after effecting the shipments, within 7 days from the date of shipment.

6.21.3 ***For 25% Payment***

The documents in original to be submitted to Purchaser shall consist of the following:

- i. Contractors signed commercial invoice, one copy showing 100% FOB price for equipment / components supplied, deductions of 50%/60% of payment already received, and 25%+15% of payment to be received on successful completion of commissioning & PG Test and amount now falling due as 25% payment.
- ii. Certificate of verification by Purchaser for components received directly at site.
- iii. In respect of last consignment in addition to the above documents the following certificate and document shall also be furnished.
 - a) Certificate by the Contractor/that no further shipment will be made and the supplies are completed in all respects.
 - b) Summary of all invoices for the equipment also showing the amount due and amount

6.21.4 claimed/received.
For 10% Payment

Documents in original to be submitted to the purchaser shall consist of the following:

- i. Contractor's signed commercial invoice, one copy showing 100% FOB price for equipment/components supplied, deductions of 85% of payment already received, and the balance 10% amount falling due provisional take over..
- ii. Purchaser's Certificate of successful completion of commissioning of the equipment.

6.21.5 *For final 5% Payment*

Documents in original to be submitted to the purchaser shall consist of the following:

- i. Contractor's signed commercial invoice, one copy showing 100% FOB price for equipment/components supplied, deductions of 95% of payment already received, and the balance 5% amount falling due after Performance Guarantee Test..(PG Test).
- ii. Purchaser's Certificate of successful completion of PG Test of the equipment

6.21.6 *Invoice for indigenous supplies:*

The following documents in original shall be sent by Registered Post to the Head of the unit Finance/New Project/CTO, the General Manager/PBD as applicable within 10 days from the date of despatch to enable the Purchaser to make progressive payment to the indigenous supplier.

6.21.7 *For 50%/60% payment*

- i. Certificate of receipt of materials at site as certified by the Purchaser-1 original + two copies.
- ii. Supply invoice -1 original + 2 copies
- iii. Packing list (despatch note)- 2 copies
- iv. Soundness certificate -1 original + 2 copies

The Certificate of soundness referred to above will be furnished in the following form:

"Certified that the materials despatched in RR dated for the value of Rs. against Contract No. were in sound condition at the time of despatch.

- v. Test certificate if applicable and/or inspection certificate of the Contractor- 1 original + 2 copies
- vi. Freight invoice of the Contractor - 1 original + 2 copies
- vii. RR/lorry way bill /delivery note - 1 original + 2 copies
- viii. Transit insurance declaration- 1 original + 2 copies
- ix. In respect of last consignment in addition to the above documents the following certificate and document shall also be furnished:

- a. Certificate by the Contractor that no further supplies will be made and supplies are complete in all respects.
- b. Summary of all invoices for the equipment also showing the amount due and amount claimed / received.

6.21.8 *For 25% stage payment*

- i. Invoices – 1 Original + 3 Copies
- ii. Certificate of verification by the Purchaser of the equipment received at site.
- iii. In respect of last consignment in addition to the above document the following certificate and document shall also be furnished:
 - a) Certificate by the Contractor that no further supplies will be made and the supplies are completed in all respects.
 - b) Summary of all invoices for the equipment also showing the amount due and amount claimed/received.

6.21.9 For balance 10% payment:

- i. Invoices 1 Original + 3 Copies.
- ii. Purchaser's Certificate of successful completion of commissioning.

For balance 5% payment:

- i. Invoices 1 Original + 3 Copies.
- ii. Purchaser's Certificate of successful completion of PG Test.

SCHEDULE - 7

FACILITIES TO BE PROVIDED BY THE PURCHASER

Covered in Technical Specification

SCHEDULE -8

CONTRACT SPECIFICATIONS

The Technical Specifications issued along with the Tender Specifications duly modified and up-dated based on the changes/modifications agreed between the Purchaser and the successful Bidder shall constitute Schedule-8 "Contract Specifications" of this Contract and shall form an integral part of the Contract for all purposes.

SCHEDULE-9

9 **PERFORMANCE GUARANTEE**

General

1. The contractor shall guarantee that the equipments offered shall meet the ratings and performance requirements stipulated for various equipments covered in the Technical / Contract specifications.
2. The contractor shall demonstrate and achieve guaranteed values during the one year, performance guarantee test period as per Contract Specification, at site in the presence of the Purchaser for the complete system.
3. Details of performance guarantee test and method of computation of performance values shall be as per Technical Specification.
4. The Contractor shall supervise and direct the operation during performance guarantee test and shall take complete responsibility in this regard.
5. During performance guarantee test, the Contractor shall make available necessary experienced operating & maintenance personnel.
6. The Contractor shall provide and install all measuring instruments with required calibration for checking the guaranteed generation during performance guarantee test.

Demonstration of Performance Guarantee Test and LD for Shortfall in net energy export due to Non-Performance

1. The guaranteed net energy export furnished by the bidder in his offer, shall be without any tolerance values and all margins required for instrument inaccuracies and other uncertainties (permitted as per Technical Specification) shall be deemed to have been included in the guaranteed figures.
2. Bid price quoted by the Bidder shall include all costs associated with the tests. No credit shall be given to the Bidder, in the bid evaluation or in the evaluation of the results of the guarantee tests for performance predictions / guarantee etc. if the values considered by the bidder are better than those furnished by the bidder in their offer.
3. The performance guarantee tests shall be conducted by the successful Bidder/ Contractor for the whole system including grid tie up and LD shall be levied for any shortfall in energy export as specified in the Technical Specification.

Performance Guarantee Test

1. The performance guarantee test shall be conducted at site by the Contractor in presence of the Purchaser. Such test will be conducted for one year after the successful commissioning and provisional take over of the plant.
2. Instrumentation used, their accuracy class, their numbers & location etc. for carrying out performance guarantee test shall be as per relevant Technical Specification and shall be subject to Purchaser's approval. In addition the values of parameters shall be logged for the entire period in the Data Acquisition system provided under SCADA.

3. Any special equipment, tools and tackles required for the successful completion of the performance guarantee test shall be provided by the contractor at his cost.
4. If equipment / system fail in the PG test, all necessary modifications and / or replacements shall be carried out by the successful bidder (contractor) without any extra cost to the Purchaser so that the equipment / system comply with the guaranteed requirements. However, if even after above modifications / replacements, the contractor is not able to successfully complete the PG test within a reasonable period allowed by the Purchaser, Purchaser will have the right to the following:
 - (a). To reject the equipment / system / plant and recover the payment already made

OR

to accept the equipment / system / plant after levying for shortfall in energy export as specified in the Technical Specification `

Schedule of Performance Guarantees

Details of performance guarantee tests and method of computation of performance values shall be as per Technical Specification.

Necessary write ups, schemes, instruments, schedules, logs, detailed procedures clearly indicating period of tests, frequency of observations, etc. shall be prepared and submitted for Purchaser's review and shall be got specifically approved from the Purchaser at least one month before the tests are carried out.

LD for Shortfall in Net Energy Export.

1. Should the results of the performance guarantee test show that the Solar PV system along with grid tie up has failed to meet its guarantee values, the Contractor shall carry out necessary modification at their own cost, to meet the guaranteed values. In such a case the performance guarantee test shall be repeated by the Contractor within one (1) month from the date the equipment is ready for retest. If the specified guarantees are not established again, the Purchaser may at his discretion reject the equipment and recover the payments already made or accept the equipment after assessing the LD at the rates specified in the Technical Specification. The recovery of such amount shall be from the amounts due to the Contractor.
2. The Bidder shall furnish declarations in the formats prescribed in the Technical Specification for these guarantees.

PG test report

On successful completion of demonstration of performance guarantees for the plant following shall be supplied:

- a) Performance Guarantee Evaluation Report.
- b) Operation log book for 1 year
- c) Power export log for 1 year

SCHEDULE- 10

GENERAL TERMS AND CONDITIONS OF THE CONTRACT

10.1 BANK GUARANTEES

10.1.1 GENERAL

- i) All the Bank Guarantees shall be irrevocable. The Bank Guarantee shall be from any Nationalised Bank or any Scheduled bank in India (other than Bank of China) authorised by Reserve Bank of India to issue such Bank Guarantee. Except bid guarantee, all bank guarantees are to be furnished directly by the banker to NLCIL by RPAD/Courier to the following address:

The General Manager/Contracts,
Corporate Office, NLC India Ltd., Block-1,
Neyveli - 607 801.

- ii) The Bank Guarantee shall be furnished as per respective format prescribed by the Purchaser and shall be submitted on Non-judicial stamp paper of value Rs.80/- and the stamp paper shall be in the name of the Bank.
- iii) All the Bank Guarantees shall be payable on first demand, without demur, irrespective of any dispute between the Bank and the Contractor to the Purchaser without any condition or dispute whatsoever.
- iv) The Contractor shall arrange to keep the several bank guarantees referred to herein valid for the requisite duration by making timely request to the Bank or Banks concerned. All the extension for Bank Guarantees also shall be on non-judicial stamp paper of value Rs.80/- obtained in the name of Bank. All charges connected with the bank guarantees shall be to the account of the CONTRACTOR.
- v) No interest shall be payable by the Purchaser on the Bank Guarantee on amount of Bank Guarantee encashed.
- vi) The Purchaser shall have the right to encash the Bank Guarantees for non-compliance of any or all the terms and conditions of the contract and also in terms of the Joint Deed of Undertaking, if any, which the Contractor may enter into along with other parties with the purchaser. Non -compliance of any or all the terms and conditions of the contract by the Contractor, will be intimated to the Contractor, specifying the reason with supporting documents, before encashment of the Bank Guarantee.

10.1.2 Bank Guarantee for Advance Payment:

The advance stipulated in the payment terms shall be made to the CONTRACTOR by the PURCHASER subject to the CONTRACTOR providing a bank guarantee for 110% of the advance amount as per the stipulations and on acceptance of the said bank guarantee. This bank guarantee shall be valid till completion of the supplies/ commissioning / scope of work, as the case may be with a grace period of 2 months thereafter.

All Bank Guarantees against advance payments shall be progressively reduced in value on prorata basis after attainment of progress and payment made, once in every quarter only on approval by the Purchaser for which the Contractor shall submit the request letters with necessary supporting calculations.

10.1.3 CONTRACT PERFORMANCE BANK GUARANTEE (CPG)

- i) The CONTRACTOR guarantees the successful and satisfactory operation of the equipment supplied under the Contract as per specifications and documents. The CONTRACTOR further guarantee that the equipment supplied and installed shall be new and free from all defects in design, material and workmanship. The CONTRACTOR shall, upon written notice from the PURCHASER, fully remedy free of expenses to the PURCHASER such defects as may develop in the normal use of the said equipment within the warranty period as specified in the Contract.
- ii) As a contract security, the successful Bidder to whom the work is awarded, shall be required to furnish Contract Performance Bank Guarantee(s) covering the warranty period in the form stipulated subject to approval of the Owner in-favour of the Owner within 30 (Thirty) days from the date of Letter of Award. The Guarantee amount shall be equal to 10% (Ten Percent) of the total contract price excluding O&M charges for 15 years and it shall guarantee the faithful performance of the contract in accordance with the terms and conditions specified in these documents and specifications. The guarantee shall be valid till the expiry of 90 days beyond the actual date of final take over or after the end of the warranty period or after the end of the Performance Guarantee test whichever is later. The Guarantee amount shall, on demand, be payable without demur in respective of any legal dispute between bank and the contractor and between the contractor and the owner without any condition or dispute whatsoever.
- iii) The PURCHASER shall have the right to encash the Contract Performance Guarantee in full or part thereof for non-compliance of any or all the terms and conditions of the contract and to recover any Liquidated Damages under the contract as well as against defects in the equipment/ shortfall in guaranteed generation and for failure to comply with any of the warranty obligations as enumerated in the Contract.
- iv) In case of part encashment, CPG shall be valid for the remaining period as per contract for the balance amount or for the period as requested by owner.
- v) The Contract Performance Bank Guarantee value shall be suitably adjusted towards the variation in the Contract price.
- vi) The Contract Performance Bank Guarantee will generally be returned to the contractor without any interest after 90 (ninety) days from the expiry of warranty period or after date of final take over or after the end of the warranty period or after the end of the Performance Guarantee test whichever is later.

10.1.4 LIQUIDATED DAMAGES BANK GUARANTEE (LDBG)

If the delay is not purely attributable to the Contractor and requires detailed analysis, the amount equivalent to the maximum L.D leviable would be withheld from the running bills as indicated in Schedule 6. In case the Contractor faces difficulty in cash

flow and progress of work, an amount up to 90 % of the withheld amount shall be released to the Contractor against a Bank Guarantee as per the format enclosed for 100 % of the withheld amount, if requested by the Contractor. The Bank Guarantee shall be initially valid for 6 months and shall be suitably extended by the Contractor till the LD issue is settled.

10.1.5 RETENTION MONEY BANK GUARANTEE (RMBG)

- i) The final five percent (5%) payment of price indicated in Schedule-1 & 2 and final five percent (10%) payment of the price indicated in Schedule-3 shall be payable on successful completion of Performance Guarantee tests as specified and issue of Final Acceptance Certificate by the Purchaser.
- ii) In case of delay in Performance Guarantee test for reasons not attributable to the Contractor, the final five percent (5%) payment of price indicated in Schedule-1 & 2 and final ten percent (10%) payment of the price indicated in Schedule-3 will be released at the latest by 6 months from the scheduled date of completion of Performance Guarantee test against furnishing of RMBG and acceptance of the same by the Purchaser.
- iii) The Retention Money Bank Guarantee shall be initially valid for 6 months and shall be extended suitably in such a way that the Bank Guarantee is valid up to the actual date of successful completion of Performance Guarantee test.
- iv) The Purchaser shall have the right to encash the RMBG for deficiency and default in supplies and also for the recovery of L.D. in terms of the Contract.

10.1.6 FINANCIAL BACK UP BANK GUARANTEE (if applicable)

- i) In case of bidder who undertakes to execute the Contract on the basis of a collaboration agreement the bidder shall furnish an agreement to work together for this project with his collaborator. The same shall be backed up with a financial guarantee by the collaborator directly furnished (format enclosed vide Appendix-B) to the Purchaser for a value of 5% of their respective portion of the contract value to be made by the collaborator and initially valid for 15 months beyond the scheduled date of Performance Guarantee Test and shall be extended suitably to be valid till the expiry of 90 days beyond the actual date of completion of performance test or after the end of the warranty period, whichever is later.
- ii) In case of bidder who undertakes to execute the Contract on the basis of a consortium agreement the bidder shall furnish an Agreement/Letter of consent/Joint deed of understanding in which the partners are jointly and severally liable to the Owner for successful performance of the contract. The same shall be backed up with a financial guarantee by the consortium partner/s directly furnished (format enclosed vide Appendix-B) to the Purchaser for a value of 5% of their respective portion of the contract value to be made by the consortium partner and initially valid for 15 months beyond the scheduled date of Performance Guarantee Test and shall be extended suitably to be valid till the expiry of 90 days beyond the actual date of completion of performance test or after the end of the warranty period, whichever is later.
- iii) In case of bidder is Joint Venture Company, each partner of JV company shall furnish Financial Back-up Bank Guarantee for a value of 5% of their respective

portion of the contract value to be made by the JV partner/s and initially valid for 15 months beyond the scheduled date of Performance Guarantee Test and shall be extended suitably to be valid till the expiry of 90 days beyond the actual date of completion of performance test or after the end of the warranty period, whichever is later.

- iv) In case the respective portion of work of the Collaborator/Consortium partners/Joint Venture partners is less than 1% of the total contract value, then Financial back up Bank Guarantee for a minimum of 0.05% of the total contract value shall be furnished.
- v) The Purchaser shall have the right to encash the financial backup bank guarantee for non-compliance of any or all the terms and conditions of the Joint Deed of Undertaking as well as for shortfall in guaranteed output as enumerated in the Contract.

10.2 INSURANCE

10.2.1 The Bidder shall at his own expense take out necessary insurance to-the supplies, transit, personnel and all other related to the satisfaction of the NLCIL including all third party risks as detailed below:

- i) Insurance to cover
 - a. marine transit
 - b. storage
 - c. erection
 - d. commissioning policy
- ii) Insurance to cover third party liability and surrounding property
- iii) Workmen compensation and/or group personal accidents Insurance policy covering all its employees and works including of the Sub- Contractor.

10.2.2 It is the responsibility of the Contractor to enter in to an agreement to operate and maintain the Solar PV Power Plant along with power evacuation system and its all equipment and facilities in perfect condition for the entire period of 25years O & M after final take over for which NLCIL shall pay the agreed Comprehensive O&M charges only. The replacement / repair / modification of any or all equipment have to be carried out by the Contractor at his own cost for the entire period of contract. NLCIL shall not be responsible for any break down /failure of any equipment to any reason thereof. After Provisional Take Over, comprehensive insurance coverage for the entire system shall be taken by the contractor in the name of NLCIL on yearly basis.

10.2.3 SCOPE OF INSURANCE

The Contractor shall take out a composite and comprehensive Marine-cum-Erection Insurance Policy with a Nationalised Indian Insurance Company/company regulated by IRDA which shall cover total erected value of the Facilities (115% of Contract price) and all risks specifically inclusive of the following:

- i) All Risk Insurance: The policy shall cover all risks and escalations, and revisions without ceiling.
- ii) Cargo Insurance: For supplies, the policy shall insure the goods originating from the Contractor's / Supplier's warehouse to Plant's warehouse and up to completion of erection and commissioning. This will be inclusive of supplies to and from warehouse / factory of intermediate processors / suppliers. This policy will also cover the replacement items, if any.

- iii) Third Party Liability Insurance: The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials/equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss .of human life or partial / full disablement shall be of required statutory value but not less than Rs.2 lakh per death, Rs.1.5 lakh per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment /surrounding property as approved by NLCIL.
- iv) Automobile Liability Insurance: Covering use of vehicles / mobile equipment used by the Contractor or its Sub Contractors (whether or not owned by them) in connection with the-execution of the Contract
- v) Contractor shall ensure that where applicable, its Sub-Contractor(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 Sub-Contractors are covered by the policies taken out by the Contractor.
- vi) NLCIL shall be the principal beneficiary of the policy along with the Contractor. Sub-Contractors of the Contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy.
- vii) At no time shall goods and services required to be provided by the Contractor shall remain uninsured.
- viii) A copy of the 'Marine-cum-Erection' Insurance policy shall be made available to NLCIL within 60 days of signing of the Contract and policy shall be kept alive and valid at all times up to the stage of Commissioning Certificate.
- ix) NLCIL reserves the right to take out whatever policy that is deemed necessary by him if the Contractor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the Contractor.
- x) The Contractor while taking out such 'Marine-cum-Erection' policy shall avail the best premium rates with the maximum discounts available.
- xi) In cases where the erection, modification etc., are to be carried out in the existing site of NLCIL the 'surrounding value' shall be intimated by NLCIL to the Contractor, who shall, ensure that this value is included in the policy.
- xii) Upon arrival of plant and Equipment / materials at site the-Contractor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is successfully commissioned.
- xiii) In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations which will inter-alia include the following:
 - a. Adequate fire-fighting equipment and extinguishing agents of sufficient capacity and quantity must always be available at site and kept ready for immediate use.
 - b. Sufficient number of workmen must be fully trained in the use of such equipment and must be available for immediate intervention at all times.

- c. For storage of materials and equipment for the construction and erection work, storage must be subdivided into storage units and the distance between such storage units shall be as acceptable to the Insurance Company. All inflammable materials and especially all inflammable liquids and gases must be stored at a sufficient large distance from the property under construction or erection and from any hot work.
 - d. Welding, soldering or the use of an open flame in the vicinity of combustible material is only permitted if at least one workman suitably equipped with extinguishers and well trained in fire-fighting is present. At the beginning of preliminary acceptance test & pre-commissioning of Plant & Equipment all fire-fighting facilities must be rechecked thoroughly.
 - e. Observation of all safety rules and regulations.
- xiv) The Contractor shall arrange Accident Insurance Policy for all his personnel including Experts / Specialists / Personnel deputed to site and Contractor's / his sub-contractors' manufacturing works as well as for his engineers & supervisory staff. The Contractor shall also take out for his workmen a separate policy as per Workmen's Compensation Act.
 - xv) The details of consignment along with its value and vessel's name and other shipping particulars shall be intimated to NLCIL by the Contractor by cable / E-mail immediately after shipment of the consignment.
 - xvi) The Contractor shall intimate by E-mail / Fax to the Underwriter in giving the above particulars immediately after dispatch with a copy to NLCIL.
 - xvii) In all Cases, the Contractor shall lodge the claims with the Underwriters and also settle the claims. However, the Contractor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. NLCIL will extend all assistance to the Contractor in such a case.
 - xviii) All the insurance claims shall be processed by the Contractor and the items which are missing / damaged in transit or during handling, storage, erection and commissioning, shall be replaced / repaired by them without any extra cost to NLCIL and without affecting the time for completion.
 - xix) Before commencing the execution of the work the contractor (but without limiting his obligations and responsibility) shall, insure against any damages loss or injury which may occur to any property (including that of NLCIL) or to any person (including any employee of NLCIL) by or arising out of the execution of the works of temporary works or in the carrying out of the contract otherwise than due to the matters referred to in the provisions of Clause 10.2.3 thereof.

10.3 Packing, Forwarding and Shipment

- i) The Contractor wherever applicable after proper painting, pack and crate all equipments in such a manner to protect them from deterioration, damage, pilferage etc., during transportation to Site. The Contractor shall be held responsible for any damage caused due to improper packing.
- ii) The Contractor shall notify the Purchaser about the date of each shipment from his works and expected date of arrival at site furnishing the weight, dimensions and contents of each packing.

- iii) The Contractor shall be responsible for making necessary loading, unloading and handling arrangements from port / his Works to site.

10.4 Marking

- i) The equipment shall be packed suitably for marine transport /inland transport as the case may be. The packages shipped by the foreign supplier shall be addressed to the General Manager / Contracts, Corporate office, NLC India Limited, Neyveli-607 801, Tamil Nadu, India.
- ii) The Indian suppliers shall address the packages to the General Manager/PBD, NLC India Limited, Neyveli- 607 801, Tamilnadu, India.
- iii) In case of packaging and grating the under noted markings shall be stencilled , or otherwise conspicuously marked on to opposite sides - case No, Gross Wt./ Nett Wt., Order No. and Date.
- iv) The contractor shall keep in each case the packing list fully item wised to show case No., content, Gross Wt./ Nett Wt., Machinery, Contract/ Supply Order No. and date.
- v) The packages shall have to be marked as stipulated in the Contract / Supply Order.

10.5 Transport

10.5.1 Ocean Transportation - Imports

- i) The Contractor shall inform the Purchaser about the programme of despatches as contemplated by the Contractor to enable the Purchaser to have an effective follow up. Part shipment is permitted. Transhipment is prohibited.
- ii) The Contractor shall furnish a list of items with value of goods imported through Ports in India and furnish detailed information.
- iii) The terms of the contract shall be on FOB / CIF basis. The Contractor shall make shipping arrangements on behalf of the Purchaser upto destination port (Portblair at Andaman). The Contractor shall give notice about readiness of cargo for shipment to the Purchaser. While giving such notice of readiness of shipment, the Contractor shall furnish the following to the Purchaser.
 - a. Contract No.
 - b. Brief description of material to be shipped.
 - c. Gross weight.
 - d. Net weight.
 - e. Dimensions of the Packages to be shipped.
 - f. Number of Packages.
 - g. Import Licence No., if any and L/C particulars.
- iv) If situation warrants, the contractor can arrange air freight with prior approval of the Purchaser. In such case the increase in freight and customs duties thereof shall be to the account of Contractor.
- v) All shipments will be done through approved vessels as per the 'Institute of London Classification Clause' of the Institute of London Underwriters as given below.

Institute Classification Clause

The Marine Transit rates agreed for this insurance apply only to cargoes and/or interests carried by mechanical self-propelled vessels of steel construction, classed as below by one of the following classification societies.

Lloyds Register	-- 100A1 or B.S.*	
American Bureau of shipping	-- *A1	R
Bureau veritas	-- 13/3E *	V
Germanischer Lloyd	--* 100 A ⁴	G
Korean Register of shipping	-- *KR S1	J
Nippon KaijiKyokai	-- NS*	N
Norske verites	-- 1A1	N
Registro Italiano	-- *100A 1.1 Nau.	L
Register of shipping of the USSR	-- KM *	S
Polish Register of shipping	--*KM	P

Provided such vessels are:

- i) Over 15 years of age but not over 25 years of age and have established and maintained a regular pattern of trading on an advertised schedule to load and unload at specified ports.
 - ii) Chartered vessels and also vessels under 1000 GRT which are mechanically self propelled and of steel construction must be classed as above and not over 15 years of age. And for the Chartered vessels of 15 years of age the Contractor shall produce a certificate as follows:
"The shipment by sea-worthy vessels classed 100 A1 Lloyds or equivalent classification society and approved by General Insurance Company of India".
If the suppliers do not adhere to the above condition and if the insurers charge extra premium due to overage or non-classification of vessels, the suppliers may have to be held liable to pay the extra premium incurred.
- vi) The bills of lading should be drawn so as to show:
- | | |
|---------------------------|---|
| SHIPPERS | The NLC India Limited |
| CONSIGNEE | GENERAL MANAGER / CONTRACTS
NLC INDIA LTD.,
NEYVELI-607 801,
TAMIL NADU, INDIA |
| PORT CONSIGNEE | ADDRESS OF CONTRACTOR /
CLEARING AGENT OF CONTRACTOR |
| IMPORTER/
NOTIFY PARTY | GENERAL MANAGER/ CONTRACTS
NLC INDIA LTD.,
NEYVELI-607801,
TAMIL NADU, INDIA |
- vii) The Contractor shall send the following shipping documents With the Cargo -
Quality certificate (one copy) Packing list (6) copies comprises 2 copies in case No.1 of each consignment of the goods and 4 copies in each case (three inside the Box and one copy in a special packet at the outer side of the Box).

- viii) Whereas shipments are effected by FCL containers at the request of the consignee/agent/shipper the number of free days time granted shall be 10 days (Excluding Holidays).

10.5.2 **Inland Transport**

- i) All Ex. works supplies with in India shall be handled and transported including inter-carting, storage at any intermediate point from the shops of the manufacturers' works to site/ stores through accredited/registered, reliable dependable transport carriers.
- ii) The Contractor shall assume complete, full and total responsibility for inland transport of these items and charges thereof shall be indicated separately as a fixed lump sum in the schedule of prices.
- iii) The Contractor shall thoroughly study the transportation routes and available transportation facilities and the Contractor shall take full responsibility for transport of all supplies.
- iv) For FOB items i.e., items imported, the inland transport from ports in India to project site shall be the scope of the Contractor.

10.5.3 **Demurrage and Wharfage**

- i) The Purchaser shall not be responsible for any demurrage penalties etc. that may be incurred due to reasons attributable to the Contractor for delayed sending of despatch /shipping documents, Bill of Lading, domestic invoices.
- ii) The Purchaser shall not be responsible for any detention enroute of any consignment arranged through any mode of transport and shall not also bear any charges thereon. It shall be the responsibility of the Contractor to make expeditious alternative arrangement, ensuring safety to the consignment in the event of any such detention and the Contractor shall bear the complete charges thereon.

10.6 **Licences**

10.6.1 **Import Licence**

For any portion of the supplies to be imported by the Contractor for incorporation in manufacture of the equipment, the Contractor shall arrange the necessary import including arrangements of licenses and Foreign Exchanges as may be required, on his own.

10.6.2 **Export Licence**

In case of foreign Contractor, he shall obtain and maintain the necessary Export licence from the competent authorities and shall pay at his cost any fee connected therewith. Failure to obtain and maintain export Licences shall not be considered as Force Majeure. In case the Contractor fails to obtain or maintain the Licences, or if the licences are withdrawn, he shall restore them within two months from the date of cancellation/withdrawal. However, the delay due to restore of Licence is attributable to the Contractor, the Purchaser has the right to cancel the Contract and the Contractor shall forthwith return the Purchaser all the amounts paid by the Purchaser to the Contractor.

10.7 RESPONSIBILITY FOR PERFORMANCE OF CONTRACT

The Contractor shall be responsible for the due and faithful performance of the Contract in all respects according to the drawings, specifications and all other documents referred to in this Contract. Any approval which the Purchaser/ Consultant may have given in respect of the materials, supplies or other particulars and the work or the workmanship involved in the Contract (whether with or without test carried out by the Contractor or the Purchaser) shall not relieve the Contractor from his obligations and notwithstanding any approval or acceptance given by the Purchaser/ Consultant, it shall be lawful for the Purchaser to reject the material on arrival at site, if it is found that the materials supplied and/or erection and/or construction work carried out by the Contractor are not in conformity with the terms and conditions of the Contract in all respects.

10.8 COMPLETENESS OF WORK

The Contractor shall expressly undertake full responsibility for the quality of supplies, timely deliveries as per the stipulated schedule of deliveries the faultless operation of the equipment, the warranty for the design of the equipment and manufacture of the complete equipment, including the Indian portion of supplies free of any defects and faults.

In the event of replacements becoming necessary on account of short deliveries and wrong supplies on account of short landing, loss/ damages during transit, storage, erection and commissioning the Contractor shall take special steps to make such replacements free of cost for timely commissioning of the equipment. The charges towards, freight, insurance, port handling clearance customs duty and all other incidentals including transport to site in respect of such replacements will be to the account of the Contractor. The Contractor shall take special steps to arrange for most expeditious manufacture and supply of these items to enable timely commissioning of the equipment.

Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment, and/or needed for erection, completion and safe operation of the equipment. They may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be interchangeable with one another. The Contractor shall not be eligible for any extra payment in respect of such mounting, fixtures and accessories.

10.9 TYPE, QUALITY OF MATERIALS AND WORKMANSHIP:

- i) The Contractor shall be deemed to have carefully examined and to have knowledge of the equipment, the general and other conditions, specifications, schedules, drawings, etc. forming part of the Contract and also to have satisfied himself as to the nature and character of the work to be executed and the type of the equipment and duties required including wherever necessary of the site conditions and relevant matters and details. Any information thus procured or otherwise obtained from Purchaser/ Consultants shall not in any way relieve the Contractor from his responsibility and contractual obligations for designing, manufacturing and supplying the Plant and Equipment at site and executing the work in terms of the Contract. If the Contractor shall have any doubt as to the meaning of any portion of the Contract, he shall before signing it set forth the particulars thereof and submit to Purchaser in writing in order that such doubt may be removed.

- ii) The Equipment under scope of supply shall be of the best quality and workmanship according to the latest engineering practice and shall be manufactured from materials of best quality considering strength and durability for their best performance. All material shall be new. Substitution of specified material or variation from the method of fabrication may be permitted with the prior written approval of the Purchaser.
- iii) The Contractor shall procure and/or fabricate all materials and equipment in accordance with all requirements of Central and State enactments, rules and regulations governing such work in India and at site. This shall not be construed as relieving the Contractor from complying with any requirement of Purchaser as enumerated in the Contract Specifications which may be more rigid than and not contrary to the above mentioned rules, nor providing such construction as may be required by the above mentioned rules and regulations. In case of variance of the Contract Specification from the laws, ordinance, rules and regulations governing the work, the Contractor shall immediately notify the same to the Purchaser. It is the sole responsibility of the Contractor, however, to determine that such variance exists. Wherever required by rules and regulations, the Contractor shall also obtain the Statutory Authorities' approval for the plant, machinery and equipment to be supplied by the Contractor.
- iv) Codes and standards referred in Contract documents shall be followed. Codes and standards of other countries can be followed with the prior written approval of Purchaser, provided materials, supplies & equipment according to the standard are equal to or better than the corresponding standards specified in the Contract.
- v) All meters, gauges, recorders and other types of indicating, integrating or recording devices shall be calibrated in metric system and degree celsius. Where vernier attachments are related, English system gearing must be changed to produce result on a true decimal (metric basis). Functional and instruction plate shall be in English language.
- vi) Brand names mentioned in the Contract documents are for the purpose of establishing the type and quality of products to be used. The Contractor shall not change the brand name and qualities of the bought-out-items without the prior written approval of the Purchaser. All such products and equipment shall be used or installed in strict accordance with original manufacturer's recommendations, unless otherwise directed by the Purchaser.

10.10 ENGAGEMENT OF CONSULTANT

The Purchaser has the option to engage a consultant to follow up the progress, inspect and examine the work during design, manufacture, supply, erection, functional tests and safety checks, take over test and output guarantee tests or for any other purpose in connection with the supply and services covered by this Contract. The Contractor shall properly coordinate with the consultant in the execution of the contract.

10.11 DRAWINGS AND DOCUMENTS

The Contractor shall supply all drawings and documents to the Purchaser / Consultants as per technical specification.

10.12 DISCREPANCIES, ERROR AND OMISSION

- i) The Contractor shall be responsible for and shall pay for any alterations of the works due to any discrepancies, errors or omissions in the drawings, documents or other particulars supplied by him, whether such drawings or

particulars have been approved by the Purchaser or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor by the Purchaser. If any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan, shall be taken as correct.

- ii) The Contractor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost to the Purchaser.
- iii) The Contractor shall also be responsible for any delay and/or extra cost if any, in carrying out engineering and site works by other agencies arising out of discrepancies, errors and omissions as well as of any late revision/s of drawings and information submitted by the Contractor.

10.13 SUB- CONTRACT

- i) The Contractor shall not sub-contract the Contract Work in whole to third parties for the performance of this Contract.
- ii) The Contractor may propose a panel of Sub- Contractors as stipulated in the Technical specification for the part of scope of works. The Contractor shall thereafter select any sub-Contractor out of this panel subject to the approval of the Purchaser. Any such assignment shall not relieve the Contractor from any obligation, duty or responsibility under the contract. Any assignment as above without the prior concurrence of the Purchaser shall be void.
- iii) The Contractor shall be responsible for transmitting all the pertinent data of all Contract terms and conditions with his Sub-Contractors. The Contractor shall also furnish the specification, place of manufacture, delivery schedule and adequate, unpriced copies of supply orders/contract he has entered into in respect of imported items and adequate copies of un-priced supply order/contract in the case of indigenous items.
- iv) The Purchaser shall give approval for Sub- contractor or shall refuse approval in writing within 15 days of receipt of request along with all supporting details.
- v) Bought-out items, critical components, proprietary items and equipment manufactured and supplied by specialised manufacturers which the Contractor intends to incorporate in the Contract Work shall also be subject to the written approval of Purchaser
- vi) The approval extended by the Purchaser in selecting Sub-Contractors recommended by the Contractor shall not discharge/relieve the later from his Contract obligations. The Contractor shall remain solely liable for any action, deficiency, and/or negligence on the part of his Sub-Contractors/sub-suppliers.
- vii) In the event certain obligations extended by a Sub-Contractor to the Contractor should extend beyond the guarantee period specified in the Contract, the Purchaser shall automatically be entitled to the benefit thereof.
- viii) In no event shall the Purchaser be deemed to have any Contractual obligations whatsoever in respect of Contractor's/ Sub-Contractors and/or title-holders of any sub-orders placed by the Contractor.

10.14 INSPECTION AND TESTS AT CONTRACTOR'S/MANUFACTURER'S PREMISES

- 10.14.1 The Purchaser or his authorised agent / Consultant shall have the right of inspecting and testing the contract work or any part thereof at any stage during the manufacture and the Contractor on demand from the Purchaser shall carry out such tests in appropriate manner in the presence and free of charge to Purchaser. Should the Contractor himself not be in a position to carry out the tests, he shall, on the Purchaser's demand prepare specimen and samples and send them at his own cost to such testing stations as the Purchaser may specify and the cost of the test so effected shall be to the Contractor's account. However, cost pertaining to the Purchaser's inspection personnel shall be borne by the Purchaser.
- 10.14.2 The inspection, examination or testing carried out by the Purchaser shall not relieve the Contractor from any of his obligations under this Contract. The inspection procedure will be discussed and finalised.
- 10.14.3 The Contractor shall bear all costs of any and all inspections and tests. Where special tests in addition to agreed tests are required by the Purchaser, the Contractor shall bear the cost of the testing provided the Contractor is convinced that within this/these special test(s) the quality of the equipment in accordance with the specification can not be proved. If such special tests are necessary based on the results of the agreed test, then cost of all such special tests shall be to the account of the Contractor in all cases.
- 10.14.4 The Purchaser upon giving 7 days notice in writing and stating any grounds of objection, shall have the right to reject any or all equipment or demand rectification or replacement thereof.
- 10.14.5 The Contractor shall give the Purchaser a minimum of 21 days clear notice of any work being ready for inspection and tests specifying the period likely to be required for such inspection and tests. Thereafter, the Purchaser or his inspector shall, unless inspection or test is voluntarily waived, attend at the contractor's or his sub-contractor's premises, such inspection and tests within 7 days of the date on which the equipment is notified as being ready for inspection and test. Should the Purchaser fail to attend such inspection and test, the Contractor may proceed with the inspection and test at his option and shall forthwith forward to the Purchaser copies of inspection/test certificates for acceptance by the Purchaser. The proforma and number of copies for inspection/test certificates shall be mutually agreed. However, if the Purchaser requests the Contractor for a revised date of inspection but within 15 days of the date of inspection as communicated by the Contractor, the Contractor shall arrange the inspection on the revised date as requested by the Purchaser.
- 10.14.6 Necessary facilities shall be provided by the Contractor to the Purchaser and their Consultants to carry out the inspection. The facilities to be provided shall not include travel expenses, boarding and lodging.
- 10.14.7 If during the design stage the Purchaser desires that any modifications are necessary, the Purchaser shall refer the same to the Contractor and if the Contractor also agrees that such modifications are necessary, the Contractor shall carry out the same without any extra cost to the Purchaser. Such modifications which are agreed to shall be recorded and signed by both the Contractor and the Purchaser.

- 10.14.8 If the tests were not witnessed by the Purchaser or his representative, the Contractor can arrange despatch along with the certificate as stated in 10.14.5 with the clear understanding that if the Purchaser reject such equipment at a later date, the contractor shall rectify the same at his own cost to the Purchaser's satisfaction. No equipment shall be shipped or left or otherwise despatched before such certificate has been issued. The satisfactory completion of these inspection and tests or the issue of the certificate shall not bind the Purchaser to accept the work, should it on further tests during or after erection be found not to comply with the Contract.
- 10.14.9 In case any equipment fails in inspection/tests, re-inspection/retest shall be carried out only after necessary rectification work/replacement by the Contractor.
- 10.14.10 In the case of mandatory spares the same shall be offered for inspection along with the main equipment or after the main equipment has been satisfactorily inspected and tested.
- 10.14.11 In the case of such equipment, structurals etc. where tests set forth above cannot be conducted either partially or fully in Contractor's/ Sub- Contractor's premises but have to be conducted at site only after erection, the provisions under this schedule shall also apply. However, in such cases prior approval of the Purchaser shall be obtained by the Contractor prior to despatch.
- 10.15 **STATUTORY AND OTHER REGULATIONS**
- 10.15.1 The Contractor shall comply with all the statutory obligations of Government of India/State Government applicable at project site and the Purchaser shall not be liable for any action of the statutes applicable due to non-fulfillment of statutory obligations by the Contractor.
- 10.15.2 The Contractor shall give all notices and conform in all respects with the provisions and pay all fees required to be given or paid under any Central or State statute, ordinance or other law or any regulation or by-law of any local or other duly constituted authority in relation to the execution of the Contract Work. The Contractor shall keep the Purchaser indemnified against all penalties and liabilities of every kind for breach of any such statute, ordinance, law, rule, regulation or by-law.
- 10.16 **SECRECY TITLES**
- 10.16.1 All maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the CONTRACTOR by the Owner in connection with the performance of the Contract Work shall be held confidential by the CONTRACTOR and shall remain the property of the Owner and shall not be used or disclosed to third parties by the CONTRACTOR for any purpose other than for which they have been supplied or prepared. The CONTRACTOR may disclose to third parties, upon execution of secrecy agreements satisfactory to the Owner, such part of the drawings, specifications or information if such disclosure is necessary for the performance of the Work Contract.
- 10.16.2 Maps, layouts and photographs of the work or any part thereof including its surrounding regions showing vital installation for national security of Owners country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the Owner and upon execution of secrecy agreements satisfactory to the Owner with such third parties prior to disclosure.
- 10.16.3 The provisions of para 10.16.1 & 10.16.2 shall not apply to information:

- i) Which at the time of disclosure are in the public domain- or which later on become part of public domain through no fault of the party concerned.
- ii) Which were in the possession of the party concerned prior to disclosure to him by the other party, or
- iii) Which were received by the party concerned after the time of disclosure without restriction on disclosure or use from a third party who did not acquire such information directly or indirectly from the other party.

10.17 REJECTION OF DEFECTIVE WORKS OR OTHER INSTALLATION

- 10.17.1 If the Contract work or any portion thereof, before it is accepted or taken over, be defective or fails to fulfill the requirements of the Contract, the Owner shall give the CONTRACTOR notice setting forth particulars of such defects or failure and the CONTRACTOR shall forthwith make good the defects or alter the same to make it comply with the requirements of the Contract. Should he fail to do so within a reasonable time the Owner may reject and replace at the risk and cost of the CONTRACTOR the whole or any portion of the work as the case may be, which is defective or fails to fulfill the requirements of the Contract. However, such rejection/replacement by the Owner shall not absolve the CONTRACTOR of his responsibilities under this Contract.
- 10.17.2 Any materials, equipment, etc. brought to site and found to be not in accordance with the contract, shall be rejected by the Owner and the CONTRACTOR shall remove the materials from site within the period specified by the Owner. Should the CONTRACTOR fail to do, the Owner may remove the same at the risk and cost of the CONTRACTOR.
- 10.17.3 In the event of such rejection, the Owner shall be entitled to the use of the work in a reasonable and proper manner for a time reasonably sufficient to enable him to get the replacement.
- 10.17.4 The CONTRACTOR shall not be entitled to any extension of time or extra cost for rejection as per 10.17.1 and 10.17.2 above.

10.18 NEGLIGENCE

- 10.18.1 If the CONTRACTOR shall neglect to execute the work with due diligence or expedition or shall refuse or neglect to comply with any reasonable order given to him in writing by the Owner in connection with the work or shall contravene the provisions of Contract, the Owner may give notice in writing to the CONTRACTOR calling upon him to make good the failure, neglect or contravention complained of within such time as may be deemed reasonable and in default of this compliance with the said notice, the Owner without prejudice to his rights under clause 10.18.2 hereto, may rescind or cancel the Contract as provided in Cl.10.36 holding the CONTRACTOR liable for the damages that the Owner may sustaining this behalf. The making good of the failure, neglect or contravention hereunder will be governed by clause 10.17.1. In addition the Contractor shall refund all the amounts paid to him by the Purchaser for all such work which may become in fructuous due to such cancellation.
- 10.18.2 Should the CONTRACTOR fail to comply with such notice within a reasonable period from the date of serving the Notice thereof in the case of failure, neglect or contravention capable of being made good within that time or otherwise within such

time as may be reasonably necessary for the same making good then and in such case without prejudice to the Owner's right under clause 10.18.1 hereto the Owner shall have at his option the right to take the work wholly or in part out of the CONTRACTOR's hands and may complete the work envisaged in the contract either departmentally or by awarding a fresh Contract at a reasonable price with any other persons to execute the same or any part thereof and provide other materials, tools, tackle or labour for the purpose of completing the work or any part thereof

10.18.3 In such event the Owner shall, without being responsible to the CONTRACTOR for fair wear and tear of the same, be entitled to seize and take possession and have free use of all materials, tools, tackle or other things which may be on the site for use at any time in connection with the work to the exclusion of any right of the CONTRACTOR over the same and the Owner shall be entitled to retain and apply and balance sum which may otherwise be then due on the Contract by him to the CONTRACTOR or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid

10.18.4 If the cost of executing the work as aforesaid shall exceed the balance due to the CONTRACTOR and the CONTRACTOR fails to make good the deficit the said materials, "tools, tackle, construction plant or other things, the property of the CONTRACTOR as may not have been used up in the completion of the works, may be sold by the Owner and the proceeds applied towards the payment of such difference and the cost of and incidental to such sale, any outstanding balance existing after crediting the proceeds of such sale be paid by the CONTRACTOR on the certificate of the Owner, but when all expenses, cost and charges incurred in the completion of the work are paid by the CONTRACTOR, all such materials, tools, tackle, construction plant or other things not used in the completion of the works and remaining unsold shall be removed by the CONTRACTOR.

10.19 **Indemnity Bond**

For the equipment handed over to Contractor, for performing the work under this contract, Contractor shall execute a custody and indemnity bond in favour of Purchaser as per Appendix-E. The endorsement and handing over of despatch documents by purchaser to Contractor shall be construed as having handed over and entrusted to the Contractor all the equipments covered in such despatch documents.

10.19.1 The Contractor shall hold the equipments handed over to him by Purchaser, as trustee on behalf of the Purchaser without having any lien or charge against the equipment at any stage. For any loss or damage to the equipment and material till these are finally taken over by Purchaser, the Contractor shall immediately replace/repair the loss or damaged equipment entirely at his cost irrespective of the extent and/or time of realisation of claims by him from the insurer/underwriters.

10.19.2 The title of ownership and property to all goods materials equipment etc. originating in India shall pass to the purchaser as per the terms and conditions of this contract after the Contractor has effected the despatch of the same to Project site and the Contractor has prepared necessary documentation for handing over the same to NLCIL's authorised representative provided however, such passing of titles of ownership and property to the Purchaser shall not in any way absolved, dilute or diminish the responsibility and obligations of the Contractor under this Contract including loss or damage and all risks which shall vest with the Contractor till the successful commissioning and final Take over as per the Contract.

10.20 Indemnity

10.20.1 The Contractor shall at all times indemnify and keep indemnified the Purchaser against all claims which may be made against the Purchaser in respect of any infringement of any rights protected by patent registration of design of trade mark. In this connection, the Purchaser shall pass on all claims made against him to the Contractor for settlement.

10.20.2 The Contractor assumes responsibility for and shall indemnify and save harmless the Purchaser from all liability, claims, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court costs which are or may be required to be paid by the Purchaser arising from any breach of the Contractor's obligations under the Contract or for which the Contractor has assumed responsibilities under the Contract including those imposed under any Contract local or national law or laws, or in respect to all salaries, wages or other compensation or all persons employed by the Contractor or his Associate(s)/Sub-Contractors or suppliers in connection with the performance of any work covered by the Contract. The Contractor shall execute, deliver and shall cause his Sub- Contractor and suppliers to execute and deliver, such other further instruments and to comply with all the requirements of such laws and regulation as may be necessary there under to conform and effectuate the Contract and to protect the Purchaser.

10.21 INDEMINITY BOND FOR O&M

- i) The successful bidder shall execute indemnity bond against loss or damage of the Solar PV Power Plant with all associated materials/equipments after 12 (Twelve) months of provisional take over and before the expiry of warranty period for an amount equivalent to the project cost which is valid till the expiry of the O&M period (25) Twentyfive years. The Indemnity Bond has to be executed by the successful Bidder in the manner specified by Purchaser
- ii) The said contractor hereby agreed to maintain the Solar PV Power Plant as per conditions of O&M agreement and his possession in trust for the Purchaser as their property until such time the O&M period is completed and the plant is handed over back to the authorised representatives of the Purchaser as per the terms of the Agreement.
- iii) The said contractor further agree to hold the Purchaser harm less and free from all liabilities for all losses, damages, etc., arising from any cause, whatsoever to the material while in his possession, and further under takes to indemnify and reimburse the Purchaser to the extent of loss or damage caused to the materials or any loss or any claims to the Purchaser in respect of the said material during O&M period.

10.22 ACCEPTANCE OF THE SYSTEM

10.22.1 Mechanical Completion

1. On completion of erection of all the materials / items of equipment covered under the scope of the Contract, a joint inspection shall be carried out by the Purchaser and the Contractor to verify physically that all materials /items / equipment have been placed and erected properly and the system is ready for commissioning. A defects list shall be prepared jointly.
2. On liquidation of the defects (except minor defects which shall be mutually discussed and agreed between the Purchaser and Contractor and which shall not affect the commissioning of the system), Mechanical Completion Certificates shall be issued by the Purchaser.

10.22.2 Commissioning & PG Testing

1. Commissioning shall include testing of individual sub systems till the successful completion of commissioning of the entire Solar PV Power plant along with power evacuation system and exporting power to the grid.
2. Commissioning shall include all activities after mechanical completion up to commencement of power export and shall include mechanical and electrical checkouts, calibration of instruments and protection devices, commissioning of sub/supporting system and charging the Plant/System/Equipment after getting statutory clearance(s), safety certificate etc., by the contractor from State/ Central Government authorities covered under the Contract.
3. Commissioning shall include all activities after completion of testing and shall be the integral operation of the complete System / Equipment covered under the Contract which shall include no-load / partial load / full load runs for mechanical/electrical try-out and gathering of operational data, calibration setting and commissioning of control systems and shut-down inspection and adjustment after running trial of the System / Equipment covered under the Contract.

After completion of the commissioning, the Contractor has to intimate the Purchaser in writing regarding the readiness of the system for PG Testing. However, Contractor has to furnish sufficient records/documents to satisfy the Purchaser that all the equipment including services, metering and instrumentations are tested and ready for PG testing.

Before the commissioning of the plant, the power evacuation system along with the billing and metering with grid tie up shall be on operation. During the commissioning, the Contractor shall be allowed to make minor adjustments as may be necessary, provided that such adjustments do not interfere with or prevent the operation of the plant.

During PG testing period, the contractor shall post sufficient number of qualified personnel. The onus of proving that any failure is not due to faulty design, materials and workmanship shall lie with the Contractor.

4. A commissioning report comprising observations and recordings of various parameters measured in respect of the 'reliability operation' shall be prepared and submitted to the Purchaser. This report, besides recording the details of various observations during operation shall also include the dates of start and finish of the operation and shall be signed by the representatives of both the parties. The report shall have recordings of all details of interruptions that occurred, adjustments made and any repairs done during the commissioning. The commissioning shall be considered successful, provided that each item of plant can meet the specified requirements.
5. On successful completion of commissioning, the Solar PV Power Plant along with Power Evacuation system shall be Provisionally Taken over with a list of major and minor defects and non conformities prepared jointly by the Purchaser and the Contractor. Differentiation of defects as major and minor shall be jointly discussed and agreed by the Purchaser and Contractor and recorded. Upon the completion of commissioning, as soon as practicable, or at such time as may be otherwise agreed to by the parties concerned, the Contractor Shall notify in writing to the Purchaser /Consultant that the plant is ready for Performance Guarantee Test only after liquidating all the major defects.
6. Readiness for "Performance Guarantee Test" shall be intimated to the Purchaser in writing at least 15 days before commencement of "Performance Guarantee Test". However, Contractor shall be allowed to conduct

"Performance Guarantee Test" only after liquidating all the major defects.

7. The Performance Guarantee Test shall be conducted at site for the entire system by the Contractor. The Contractor shall make the plant ready for such test and carry out all operation and maintenance activities during the test. The test shall be commenced after the 'Plant / Equipment' has attained stable operation. The date of commencement of the Performance Guarantee Test shall be after attending all the pending works if any and major/minor defects or as may be mutually agreed upon between the Contractor and Purchaser. The defects / non-completion of work which will directly affect the power generation, performance / safety of the equipment, safety of the personnel will be included under major defect / major work and the other will be included in the minor defect / minor work. The tests shall be binding on both the parties of the 'Contract' to determine compliance of the 'Plant' / 'Equipment' with the performance guarantee. The purpose of the Performance Guarantee Test is not only to check whether the plant meets the guaranteed generation but also provide a stable operation of the whole plant and exporting power to the grid which shall serve as reference to evaluate the plant performance in future over the plant life.
8. In case of delay in conducting the Performance Guarantee Test due to reasons attributable to the Contractor, ageing factor shall not be considered during "Performance Guarantee Test". However, the contractor has to commence the performance guarantee test within one year from the date of completion of commissioning, failing which, it shall be construed that the guaranteed generation has not been met and liquidated damages for shortfall in generation shall apply in full subject to the condition that delay in carrying out performance guarantee test is attributable to the contractor. However, the purchaser shall retain the option to reject the equipment, if necessary. Results of the Performance Guarantee Test shall be submitted within 15 days of completion of Performance Guarantee Test to the Purchaser for review and approval. The approval shall be given within 30 days of submission of results.
9. The Performance Guarantee Test procedure, including the definition of the calculation method to be used, the instrumentation to be installed and indicated in the schemes, the instrument accuracy classes, and calibration of instruments during the test period, the areas of responsibility and the items which specifically require preparation and agreement shall be submitted by the Contractor for review and approval by the Purchaser /Consultant during detail engineering phase. Schematics identifying the guarantee test instrumentation shall be submitted along with procedure. It shall be ensured that necessary test points are indicated in the schemes during the detail engineering phase and also identified in the instrumentation and metering drawings. Contractor shall furnish detail program during detail engineering stage.
10. The Performance Guarantee Test instruments shall be of precision type with instrument accuracy limits as required and defined in the Technical specification. The Performance Guarantee Test shall be carried out as per test procedures and codes agreed in the Technical specification of performance guarantees.
11. All test instrumentation for the Performance Guarantee Tests as required shall be supplied by the Contractor. Data loggers shall be used for performance test. All costs associated with the supply, calibration, installation of the test instrumentation / data loggers / computers etc. are deemed to have been included in the contract price. The test shall be in accordance with those specified in the Technical specification.

12. Any special equipment, tools and tackles required for successful completion of the Performance Guarantee Test shall be provided by the Contractor.
13. It is the Contractor's responsibility to co-ordinate for suitably carrying out the Performance Guarantee Test.
14. The plant parameters during the Performance Guarantee Test shall be adjusted as far as practicable to the guaranteed Performance Guarantee Test conditions. The test shall be conducted to prove guaranteed generation as defined in the Technical specification.
15. The Performance Guarantee Test results shall be reported as computed from the Performance Guarantee Test observations.
16. Within one week after the conclusion of the Performance Guarantee Test the Contractor shall submit a test report to the Purchaser with a copy submitted to the Consultant stating:
 - (a). In the case of a Performance Guarantee Test, whether the Solar PV power plant passed or failed such test, accompanied by sufficient test data and calculations to demonstrate the level of performance attained with respect to each of the tested parameters.
 - (b). The reports shall include as a minimum, the following:
 - (i). Description of the test procedures
 - (ii). Standards that were used
 - (iii). Instrumentation details and calibration
 - (iv). Full schematic diagrams with indication of instrument test location and identification tag of same.
 - (v). Test logs and summary of test readings used for performance calculations
 - (vi). Full set of data logger readings
 - (vii). Computation of test results.
 - (viii). Conclusions of Performance Guarantee Tests : test passed or not
17. Within two weeks of receipt such test report, the Purchaser /Consultant shall either:
 - (i). Concur with the information provided in the Contractor's test report, or
 - (ii). Disputes some or all of the information provided in the Contractor's test report, the areas being disputed, and the levels of performance being disputed.
18. If the tests could be carried out but are being unduly delayed by the Contractor the Purchaser may, by notice require the Contractor to make the tests within 14 days after the receipt of such notice. The Contractor shall make the tests on such days within that period as the Contractor may fix and of which he shall give notice to the Purchaser.
19. If the Contractor fails to make the tests within 21 (twenty one) days of such notice the Purchaser may himself proceed with the tests. All tests so made by the Purchaser shall be at the risk and cost of the Contractor and the cost thereof shall be deducted from the contract price or charged to the Contractor. The tests shall then be deemed to have been made by the Contractor.
20. If the Purchaser /Consultant and the Contractor disagree on the interpretation of the test results, each shall give a statement of his views to the other within 14 (fourteen) days after such disagreement arises. The statement shall be accompanied by all relevant evidence. If Purchaser disputes any or all of the

results contained in the Contractor's test report, representatives of the Contractor, Purchaser and the Consultant shall meet after the receipt of the Purchaser's notice at a mutually acceptable date & location to review and discuss the dispute. Mutual discussions will be held and agreed to determine the interpretation of the test results.

10.22.3 Final Take Over

1. After successful completion of Performance Guarantee Test, the Solar PV Power Plant shall be taken over and 25 years (Twenty five) O & M period starts from this date of Final Take Over.
2. Till the 'Final Take Over' the Contractor shall carry out O & M of the Solar PV Power Plant and Power evacuation system.
3. Any non-conformity arising in the system and any rectification in the dismantling works till 'Final Take Over' shall be rectified by the Contractor at his own cost. Purchaser shall not be held responsible for any such non-conformities arising during this period.
4. In case any stoppages are required for repairing/ replacing the parts of the system by the Contractor, the same shall be carried out within a reasonable time.
5. Certificate for "Final Take Over" shall be issued by the Purchaser when
 - (a) All supplies and services have been completed as per Contract.
 - (b) The Contractor has met any and all obligations under this Contract.
 - (c) Final balance documentation, if any, incorporating latest modifications in 'as built' drawings has been submitted by the Contractor in requisite copies.
 - (d) The Contractor has rectified in a definite manner all objections / observations mentioned in the "Commissioning Certificate" and 'Final Project Punch List'

10.24 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

- 10.24.1 If during the progress of the supplies / works the Purchaser or the Consultant shall decide and inform in writing to the Contractor that the Contractor has manufactured any plant / machine or part of the plant machine unsound or imperfect or has furnished any plant / machine inferior to the quality specified, the Contractor, on receiving details of such defects or deficiencies shall at his own expense, within 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 work and furnish fresh equipment upto the standards of the specifications. In case the Contractor fails to do so, the Purchaser may on giving the Contractor 7 days notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Purchaser of or affect any right under the Contract which the Purchaser may otherwise have in respect of such defects and deficiencies.
- 10.24.2 As the 50%/60% of Contract price of the components that were found defective has already been received by the Contractor, the Contractor shall pay interest for the entire amount received for the defective components noticed at the prevailing bank rate for the duration of such rectification/ replacement of the defective part i.e., for the period between the date of intimation by the Purchaser about the defective part and the date of effecting the corrected supplies after rectification/

replacement to the satisfaction of the Purchaser. This will be in addition to the Liquidated Damages for delay in supplies and/or commissioning envisaged elsewhere in this Contract, if applicable and also the extra expenditure incurred as per Cl.10.24.1

- 10.24.3 The Contractor's full and extreme liability under this clause shall be satisfied by the Payment to the Purchaser of the extra cost, of such replacements procured as provided for in the Contract, such extra costs being the ascertained difference between the price paid by the Purchaser for such replacements and the Contract price portion for such defective plants and repayments of any sum paid by the Purchaser to the Contractor in respect of such defective plant. Should the Purchaser not so replace the defective plant, the Contractor's extreme liability under this clause shall be limited to repayment of all sums paid by the Purchaser under the Contract for such defective Plant.
- 10.24.4 If the material/equipment or any portion thereof is found damaged or not received at site, on verification jointly by the Purchaser and Contractor of the materials received and stored the replacement of such material/equipment shall be effected by the Contractor within a reasonable time to avoid unnecessary delay in the commissioning of the equipment.

10.25 HINDRANCES

- 10.25.1 Events that caused hindrance to proceed and progress with the work shall be recorded daily and signed by the Construction Dept and the Contractor. The Project Coordination Committee shall take these data for settling the issues.
A record of events shall be maintained by the contractor as under with the Signature of the Contractor and the NLCIL against each case.

HINDRANCE RECORD REGISTER

Name of work:				Value of Contract:			
Name of Contractor:				Scheduled date of Completion:			
Sl. No.	Description of Hindrance	Duration	Over lapping Period (if any)	Remedy	Delay by Contractor/ Purchaser	Signature of the	
						Contractor	Purchaser

- 10.25.2 The details of Hindrance Register along with the relevant factors will be taken into consideration for determining extension of time to the contract /LD.

10.26 FORCE MAJEURE:

- 10.26.1 Definition: "Force Majeure" means any act, circumstance or event or a combination of acts, circumstances and events which wholly or partially prevents or delays the performance of obligations arising under this Agreement if such act, circumstance or event is not reasonably within the control of and not caused by the fault or

negligence of the non-performing Party, and provided that such act, circumstance or event is in one or more of the following categories:

- i) Flood, drought, lightning, cyclone, earthquake, Tsunami or geological disturbances, eruption of gases and such like natural occurrences.
- ii) Major explosion, fire and contamination of atmosphere by radio active or hazardous substances. Accidents and disruptions including but not limited to fires, explosions.
- iii) Transportation delay due to force majeure.
- iv) Civil disturbance including riot, terrorism, rebellion, sabotage and communal clashes, war, civil commotion, Acts of God or the public enemy.
- v) Piracy.
- vi) Any law, ordinance or order of the Central or State Government, or any direction of a statutory regulatory authority that prohibits or restricts performance of the obligations hereunder

Provided that a Force Majeure act, circumstance or event shall not include economic hardship, equipment failure/breakdown, or power failure/breakdown, or failure in water supply other than as specifically set forth above.

10.26.2 Burden of Proof

The issue as to whether there is a Force Majeure condition or not and whether extension of time shall be granted or not shall be mutually discussed and agreed upon. However, the decision of NLCIL shall be final. The burden of proof as to whether a Force Majeure act, circumstance or event has occurred shall be upon the Party claiming the occurrence or existence of such Force Majeure act, circumstance or event.

10.26.3 Effect of Force Majeure

If either Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure act, circumstance or event, that Party shall be excused from whatever performance is affected by the Force Majeure act, circumstance or event to the extent so affected, provided that

- (a) Within five (5) Business Days after the occurrence of the inability to perform due to a Force Majeure act, circumstance or event, the non-performing Party provides a written notice to the other Party of the particulars of the occurrence, including an estimation of its expected duration and probable impact on the performance of its obligations hereunder, and continues to furnish periodic reports with respect thereto, every 7 days, during the period of Force Majeure;
- (b) the non-performing Party shall use all reasonable efforts to continue to perform its obligations hereunder and to correct or cure as soon as possible the act, circumstance or event constituting the Force Majeure;

- (c) The suspension of performance shall be of no greater scope and no longer duration than is reasonably necessitated by the Force Majeure act, circumstance or event;
- (d) The non-performing Party shall provide the other Party with prompt notice of the cessation of the Force Majeure act, circumstance or event giving rise to the excuse from performance and shall thereupon resume normal performance of obligations under this Agreement with utmost promptitude;
- (e) The non-performance of any obligation of either Party that was required to be performed prior to the occurrence of a Force Majeure act, circumstance or event shall not be excused as a result of such subsequent Force Majeure act, circumstance or event.
- (f) The occurrence of a Force Majeure act, circumstance or event shall not relieve either Party from its obligations to make any payment hereunder for performance rendered prior to the occurrence of Force Majeure or for partial performance hereunder during periods of Force Majeure;
- (g) The Force Majeure act, circumstance or event shall not relieve either Party from its obligation to comply with Applicable Laws;
- (h) The non-performing Party shall exercise all reasonable efforts, at their own expense, to mitigate or limit damages to the other Party;
- (i) No increase in Contract Price shall be payable due to Force Majeure act, event, etc. However any benefit of price fall shall be passed on to the NLCIL.

10.27 DEFENCE OF SUIT

- 10.27.1 If any action in court is brought against the Purchaser or any officer or agent of the Purchaser 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, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Purchaser and/or his representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 10.27.2 The Purchaser shall have full power and right at his discretion to defend or compromise any suit or pay claims or demand brought or made against him as aforesaid whether pending or threatened, as he may consider necessary or desirable and shall be entitled to recover from the Contractor all sums of money including the amount of damages and compensation and all legal costs, charges and expenses in connection with any compromise or award which shall not be called into question by the Contractor and shall be final and binding upon him. If the Purchaser decides not to defend or decides to compromise any suit or pay claim, the Contractor will be kept advised before such action by the Purchaser.

10.28 LIMITATIONS OF LIABILITY

- 10.28.1 Except in case of Criminal Negligence or Willful Misconduct,
 - i) The Contractor shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest, costs, provided that this exclusion shall

not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser

and

- ii) The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Purchaser with respect to Patent infringement’.

10.29 SECRECY, TITLES AND RELEASE OF INFORMATION

10.29.1 All maps, plans, drawings, specifications, schemes and the subject matter contained therein and all other information given to the Contractor by the Purchaser in connection with the performance of the Contract Work shall be held confidential by the Contractor and shall remain the property of the Purchaser and shall not be used or disclosed to third parties by the Contractor for any purpose other than for which they have been supplied or prepared. The Contractor may disclose to third parties, upon execution of secrecy agreements, such part of the drawings, Specifications or information if such disclosure is necessary for the performance of the Work.

10.29.2 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 Purchaser.

10.30 ENFORCEMENT OF TERMS

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

10.30.2 The validity of the Contract shall not be affected, should one or more of its stipulations be or become legally invalid and such stipulation is severable from and not fundamental to the obligations of either party to this Contract. In such a case, the parties shall negotiate in good faith to replace the invalid clause by an agreed stipulation which is in accordance with the applicable law and which shall be as close as possible to the parties original intent.

10.31 NO WAIVER OF RIGHTS

10.31.1 Neither the inspection by the Purchaser or the Consultant or any of their officials, employees, or agents nor any order by the Purchaser or the Consultant for payment of money or any payment for or acceptance of the whole or any part of the ‘works’ by the Purchaser or the Consultant, nor any extension of time, nor any possession taken by the Purchaser shall operate as a waiver of any provision of the ‘Contract’ or of any power herein reserved to the Purchaser or any rights 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.

10.32 POWER TO VARY OR OMIT

- 10.32.1 No alterations, amendments, omissions, suspensions or variations of the works (hereinafter referred to as 'variation') under the Contract as detailed on the Contract documents shall be made by the Contractor except as directed in writing by the Purchaser but the Purchaser shall have full power subject to the provision 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 Purchaser thereof in writing and the Purchaser shall decide forthwith whether or not, the same shall be carried out and if the Purchaser confirms his instructions the Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed. Any agreed difference in cost occasioned by any such variation shall be added to or deducted from the Contract price as the case may be.
- 10.32.2 In the event of the Purchaser requiring any variation, such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements 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.
- 10.32.3 In any case in which the Contractor has received instruction from the Purchaser as to the requirement of carrying out the altered or additional substituted work which will in the opinion of the Contractor, involve a claim for additional payments, the Contractor shall immediately and in no case later than 30 days after receipt of the instructions advise the Purchaser to that effect. But the Purchaser 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 Purchaser within 30 days of such advice after mutual discussion and agreement.
- 10.32.4 If any variation in the works results in reduction of Contract price the parties shall agree so in writing to the extent of any change in the price before the Contractor proceeds with the change.

10.33 PATENT RIGHTS AND ROYALTIES

- 10.33.1 Royalties and fees for patents covering materials, articles, apparatus, devices, designs, 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 Purchaser, indemnified in that regard. The Contractor shall at his own cost and expenses defend all suits or proceedings that may be instituted for alleged infringements of any patent 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 Purchaser, the same shall be defended at the cost and expenses of the Contractor who shall also satisfy/comply any decree, order or award made against the Purchaser. But, it shall be understood that no

such machine, plant, work, material or thing has been used by the Purchaser 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 Purchaser will not be made while any such suit or claim remains unsettled. In the event of 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 Purchaser the right to continue the use of the said apparatus/ equipment or part thereof, replace the equipment or modify it so that it does not constitute infringement.

- 10.33.2 The Contractor shall indemnify and keep indemnified the Purchaser, his successors or assigns for and against any and all claims, suits, damages,, losses, actions, demands, costs, charges, royalties and expenses arising from or for infringement.

10.34 **Warranty**

1. The Contractor shall guarantee that the equipment shall be new and in accordance with the Contract documents and be free from defects in design, material and workmanship. The warranty period in general shall be 12 (twelve) months from the date of Provisional Take Over. PG test period for one year and Warranty period shall be in concurrence with each other. If the PG test results fail and the test is carried out again, accordingly warranty period shall also get extended accordingly. Warranty period will be getting extended till the acceptance of PG test results. The Contractor's liabilities shall be limited to the replacement of any defective parts in the equipment of his own manufacture or those of his Sub-Contractors, under the normal use and arising from faulty design, materials and/or workmanship. The plant shall be operated as per the operating instructions and all records, log books and other information about the operation shall be kept. Such replaced defective parts shall be taken back by the Contractor. The Contractor shall carry out operation and maintenance of the entire Solar PV Power Plant and Power evacuation system including Civil maintenance, Horticulture maintenance and Security during the warrantee period.
2. The Contractor shall carry out all the maintenance works including repairs and /or replacement until acceptance of PG test results to fulfil the warranty obligations. The Contractor shall provide O & M personnel as required to till the completion of warranty period.
3. In the event of any emergency where, in the judgment of the Purchaser or the Consultant, delay would cause serious loss or damage, repairs, replacements or adjustments may be made by the Purchaser or the Consultant or a third party chosen by the Purchaser or the Consultant with advance notice indicating the reasonable time required to the Contractor and the cost of such work shall be paid by the Contractor, or by the Surety. In the event of such action being taken by the Purchaser or the Consultant, the Contractor shall be notified promptly and he shall assist wherever possible in making the necessary corrections. This shall not dilute the Contractor's liability under the terms and conditions of the Contract.

4. If it becomes necessary for the Contractor to replace or renew any defective portions of the plant under this clause, the provisions of this clause shall apply to the portion of the plant so replaced or renewed until the expiry of 12 months from the date of such replacement or renewal. If any defects be not remedied within a reasonable time, the Purchaser or the Consultant may proceed to do the work at the Contractor's risk and costs, but without prejudice to any other rights which the Purchaser may have against the Contractor in respect of such defects.
5. The repaired or new parts shall be furnished and erected free of cost at site by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repair.
6. The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective work carried out by the Contractor shall be borne by the Contractor.
7. The acceptance of the equipment by the Purchaser or the Consultant shall not in any way relieve the Contractor of his obligations under this clause.
8. In case of these defective parts which are not repairable at site but are essential for the commercial use of the equipment, the Contractor and the Purchaser or the Consultant shall mutually agree to a programme of replacement or renewal which shall minimise interruption to the maximum extent, in the operation of the equipment.
9. At the end of the warranty period and on successful completion of PG test, the Contractor's liability ceases except for latent defects.

“Latent Defect” means any repeated defect or repeated adjustment in the equipment / system which was not revealed in the normal standard inspection checklist of manufacture, erection and operation, but exhibits as observation or as deviation in operation parameters or as repetitive failure of certain components after Warranty Period and when variations in operating conditions are experienced and ultimately could be solved only by replacement or repair / correction of equipment or parts of equipment.”

For latent defects, the liability period shall be upto 24 (Twenty four) years after the expiry of the guarantee period. In respect of goods supplied by the Sub-vendors and Sub-Contractors to the Contractor where a longer guarantee (more than 12 months) is provided by such Sub- vendors and Sub-Contractors, the Purchaser shall be entitled to the benefit of such longer guarantee.

The equipment shall be operated as per the Original Equipment Manufacturer's O&M Manual and standard O & M practices being followed for Solar PV Power Plants and power evacuation systems.

10. All costs on account of these warranty obligations shall be to the account of the Contractor.
11. The Contractor should furnish an Indemnity Bond in the prescribed format as enclosed for the equipment to be taken away from Project site for repair/rectification.
12. Defect Liability for Civil Works
 - (a). The Contractor guarantees that within one year from the date of work completion certificate or in the event more than one certificate having been

issued by the Purchaser from the respective date so certified, the contract work shall not show any sign of defects, cracks, settlements, disfiguration, shrinkage, leakage, dampness or any other faults.

- (b). The Contractor shall maintain and satisfactorily execute at his own cost all such works of repair, amendment, reconstruction, rectification, replacement and any other work to make good any faulty work during the defect liability period.
- (c). The Contractor shall, if required by the Purchaser, search for the causes of any defects, imperfection or fault under the direction of the Purchaser. The cost of such work shall be borne by the Contractor.
- (d). At intervals specified by the Purchaser, the Contractor along with the Purchaser shall inspect the contract work to satisfy himself that no defects have cropped up in the contract work. Should there be any signs of defects; the Contractor shall take immediate steps to rectify the same.
- (e). At the end of the defect liability period, the Contractor along with the Purchaser shall carryout final inspection of the contract work to prove that no defects had appeared in the contract work or that all defects which appeared in the contract work have been rectified to the satisfaction of the Purchaser. If during the final inspection it is found that the defects still remain in the contract work, the period of defect liability shall be extended for further period, which will be mutually discussed and agreed, for rectifying the defects and the Contractor shall be liable to make good the defects and be responsible for the maintenance of the work till the defect have been fully removed.
- (f). To the intent that the works shall or as soon as practicable after the expiration of defect liability period be handed over to the Purchaser in perfect condition to the satisfaction of the Purchaser, all such repair works as stated herein above, shall be carried out by the Contractor at his own expense if the necessity thereof shall in the opinion of the Purchaser be due to the use of materials or workmanship not in accordance with the contract or failure on the part of the Contractor to comply with any obligation expressed or implied on Contractor's part under contract.
- (g). If the Contractor fails to commence rectification of such defects within 14 (fourteen) days from the date of Notice by the Purchaser or does not complete the said rectification with diligence and within mutually agreed time period, the Purchaser shall be entitled to carryout such work by his own workmen or by other Contractors and if such work is the work which the Contractor should have carried out at his own cost, the Purchaser shall be entitled to recover from the cost thereof or may deduct the same from any money due or that become due to the Contractor.
- (h). Upon the successful completion of defect liability period, the Purchaser shall issue final acceptance certificate to the Contractor along with the final take over.

10.35 CONTRACTOR'S DEFAULT

- 10.35.1 If the Contractor shall neglect to execute the 'Works' with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, in writing by the Purchaser in connection with the 'Works' or shall contravene the provisions of the 'Contract' the Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of, should the Contractor fail to comply with the notice within thirty (30) days from the date of service thereof, then and in such case the Purchaser shall be at liberty to employ other person /persons and forthwith execute such part of the 'works' as the Contractor may have neglected to do or if the Purchaser shall think fit it shall be lawful for him without prejudice to any other right he may have under the 'Contract' to take the 'Works' wholly or in part out of the Contractor's hands and re-contract with any other person or persons, complete the 'works' or any part thereof and in that event the Purchaser shall be free to use without hire charges, of all Contractor's equipment that may have been at the time on the 'Site' in connection with the 'Works' without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor, over the same and the Purchaser shall be entitled to retain and apply any balance of money which may otherwise due in the 'Contract' by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the 'Works' or of completing the works as the case may be. If the cost of completing the 'works' or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the Liquidated Damages for delay which the Contractor shall have to pay if the completion of 'Works' is delayed.
- 10.35.2 In addition, such action by the Purchaser as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion of 'Works'.
- 10.35.3 The termination of the 'Contract' under this clause shall not entitle the Contractor to reduce the value of the Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and full period as originally stipulated in the 'Contract'.
- 10.35.4 In case the Contractor defaults in timely furnishing of engineering data specified in the Contract and this delays the performance by the Purchaser his part of the Contract and as a consequence the Contract execution schedule is delayed the responsibility for such delay will be that of the Contractor and he will become liable for all damages as per Contract.

10.36 SUSPENSION OF WORK

- 10.36.1 The Purchaser may suspend the work in whole or in part at any time by giving Contractor notice in writing to such effect stating the nature, the date and the anticipated duration of such suspension.
- 10.36.2 On receiving the notice of suspension as above, the Contractor shall stop all such work which the Purchaser has directed to be suspended with immediate effect.
- 10.36.3 The Purchaser may at anytime cancel the suspension notice for all or any part of suspended work by giving written notice to the Contractor specifying the part of work to be resumed and the effective date of suspension withdrawal. The Contractor shall resume the suspended work as expeditiously as possible after receipt of such withdrawal of suspension notice.

10.36.4 In the event of suspension of work due to reasons attributable to (i) the Contractor or (ii) Force Majeure Conditions the Purchaser will not be liable to the Contractor for any cost-direct or indirect damage or loss or idle labour caused by such period of suspension of work. The Purchaser shall not be liable to Contractor for any payment towards watch & ward and any other expenditure, in such circumstances. If the suspension is for reason attributable to the Purchaser, the Purchaser shall pay to the Contractor, the cost as reimbursement to be agreed mutually.

10.37 **TERMINATION OF CONTRACT**

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

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

10.37.3 In the event of such a termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination. No consequential damages shall be payable by the Purchaser to the Contractor in the event of termination.

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

10.38 **TERMINATION OF SERVICES OF CONTRACTOR'S PERSONNEL**

10.38.1 In the event any of the Contractor or his Sub- Contractors, personnel, agents, sub-agents, assistants, or other employees shall be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or it is undesirable for any administrative reasons for such person to be employed, the Contractor, if so directed, shall immediately remove such person or persons from

employment thereon. Any person or persons so removed shall not again be employed in connection with this Contract without the written permission of the Purchaser. Any person so removed shall immediately be replaced by a qualified and competent substitute at the Contractor's cost and expenses. Should the Contractor be requested to repatriate any person he shall do so and shall bear all costs and charges in connection there with.

10.39 AMENDMENT

10.39.1 Any amendment to the terms of this Contract (including Schedules & Annexures) shall be made in writing by both parties hereto and shall specifically state that it is an amendment to this Contract.

10.39.2 No amendment as per above Clause shall have any effect until the Purchaser has received such consent in writing (including that of the Contractor) as may be necessary under and in terms of the loan/financial Agreements.

10.40 NOTICES

10.40.1 All notices under this Contract shall be given in writing and shall be deemed sufficiently given when delivered either in person or by telegram, telex, fax or by registered mail addressed to the other party at its address set forth in the contract agreement with a copy to the nominated representative at site.

10.40.2 If any such notice is delivered by hand, it shall be duly acknowledged and if given by telegram, telex, fax it shall be confirmed by Registered Letter within seven days of the date of such notice. Either party shall by notice in writing inform the other party of any change of its address as stated under Clause 10.40.1 for receiving such notices.

10.40.3 Date of notices under Clause 10.40.1 shall be the date of receipt of such notice by the receiving party.

10.41 DEDUCTIONS FROM CONTRACT PRICE

10.41.1 The Contractor shall reimburse the Purchaser all costs, charges, damage or expenses which the Purchaser may have paid or incurred, if and to the extent to which the Contractor is liable under this Contract to pay within 30 days upon written request of the Purchaser, failing which such costs, charges, damages or expenses shall be deducted by the Purchaser from any money due or becoming due by him to the Contractor under this Contract or any other Contract and such amounts shall be considered as debt due from the Contractor to the Purchaser and shall be recoverable accordingly.

10.42 ENTIRE CONTRACT

10.42.1 This Contract including the contract agreement, all the references included in all schedules, Commercial Conditions of the Contract, Erection Conditions of Contract, Technical Specifications and Special Terms and Conditions constitute the entire agreement of the parties unless otherwise modified or superseded by the terms and conditions of the Contract and after this contract is signed by both parties no amendments modifications, variance or change in the provisions of the Contract shall be made except in writing signed by the duly authorised representatives of the parties hereto.

10.43 RESOLUTION OF DISPUTES AND ARBITRATION

10.43.1 Informal Dispute Resolution

The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith.

10.43.1.1 If any dispute between the Contractor and the Purchaser arises it shall in the first instance be referred in writing to the Purchaser, who shall endeavour to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of intimation of the dispute is received by the Purchaser.

10.43.1.2 Save as hereinafter provided, in respect of a dispute so referred, the decision of the Purchaser shall be final and binding upon the Parties until the completion of the Contract and shall forthwith be given effect to by the Contractor who shall proceed with the Contract with all due diligence, whether or not either Party has sought arbitration of the dispute as hereinafter provided.

10.43.2 Conciliation

10.43.2.1 If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NLCIL Conciliation Rules', copy of which is available with the NLCIL offices and the Bidders/ Contractors shall abide by the NLCIL Conciliation Rules' for resolving any dispute arising out of this contract. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.

10.43.2.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be settled by Conciliation in accordance with 'NLCIL Conciliation Rules'. The Conciliation shall be held at Neyveli or Chennai or in a place with in India mutually agreed by the parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.

10.43.2.3 There shall be three Conciliators, who will be appointed as per Section-5 of the 'NLCIL Conciliation Rules'.

10.43.2.4 The Contract agreement / Purchase order conditions and the rights and obligations of the Parties, shall remain in full force and effect during the Conciliation proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during the Conciliation proceedings.

10.43.2.5 For the purpose of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract. (except as to any matter, the decision of which is specifically otherwise provided for in any of these conditions).

- 10.43.2.6 Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to or Judicial remedy can be sought for.
- 10.43.2.7 Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.
- 10.43.2.8 Anything not found included in the 'NLCIL Conciliation Rules', but necessary to conduct the conciliation proceedings will be dealt with as per the provisions of the 'Arbitration and Conciliation Act 1996 -Part-III' or as per the statutory provisions modified from time to time.

10.44 Arbitration of Disputes.

10.44.1 BETWEEN NLCIL& ANOTHER PUBLIC SECTOR ENTERPRISE

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The procedure to be adopted in the above case shall be as per DPE guidelines No. DPE OM No. 4(1)/2011-DPE(PMA)-GL dated 12.06.2013.

10.44.2 Between NLCIL& Contractor other than a Public Sector enterprise

- 10.44.2.1 If either party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party may require by a notification that the dispute be referred to arbitration in the manner hereinafter provided. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.
- 10.44.2.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (the "Act"). The arbitration shall be held at Neyveli or Chennai, Tamil Nadu. The arbitration proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- 10.44.2.3 There shall be three arbitrators of whom each Party shall appoint one. The Party requesting that the dispute be referred to arbitration shall, within 30 days of the notification in terms of Clause 10.44.2.1, appoint an arbitrator as also call upon the other Party to appoint an arbitrator within 30 days. The two arbitrators so

appointed shall, within 30 days of the date on which the second of them is appointed, agree on the third arbitrator who shall act as the presiding arbitrator of the tribunal.

10.44.2.4 The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and/ or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.

10.44.2.5 For the purposes of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract (except as to any matter, the decision of which is specifically provided for in any of these conditions).

10.44.2.6 The Arbitrators shall publish a speaking award which shall be binding on both the parties. The party in whose favour the award is passed shall be entitled to recover the entire cost of arbitration from the other party. The Arbitrators shall indicate the above in their award clearly.

10.45 **COMPLETENESS OF THE CONTRACT**

10.45.1 The Contractor shall expressly undertake full responsibility for the quality of supplies, timely deliveries as per the stipulated schedule of deliveries the faultless operation of the equipment, the warranty for the design of the equipment and manufacture of the complete equipment, including the Indian portion of supplies free of any defects and faults.

10.45.2 In the event of replacements becoming necessary on account of short deliveries and wrong supplies on account of short landing, loss/ damages during transit, storage, erection and commissioning the Contractor shall take special steps to make such replacements free of cost for timely commissioning of the equipment. The charges towards, freight, insurance, port handling clearance customs duty and all other incidentals including transport to site in respect of such replacements will be to the account of the Contractor. The Contractor shall take special steps to arrange for most expeditious manufacture and supply of these items to enable timely commissioning of the equipment.

10.45.3 Equipment furnished shall be complete in every respect with all mountings, fittings, fixtures and standard accessories normally provided with such equipment, and/or needed for erection, completion and safe operation of the equipment. They may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. All similar standard components/parts of similar standard equipment provided, shall be interchangeable with one another. The Contractor shall not be eligible for any extra payment in respect of such mounting, fixtures and accessories.

10.46 **GRAFTS AND COMMISSION**

Any graft, commission, gift or advantage given promised or offered by on behalf of the Contractor or his partner, agent, officers, Director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with the Purchaser, shall in addition to

any criminal liability which may it incur, subject the Contractor to the cancellation of this and all other Contracts and also the payments of any loss or damage to the Purchaser resulting from any cancellation. The Purchaser shall then be entitled to deduct the amounts so payable from any monies otherwise due to the Contractor under the Contract.

10.47 CERTIFICATE NOT TO AFFECT RIGHT OF PURCHASER AND LIABILITY OF CONTRACTOR

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

10.48 INSOLVENCY, LIQUIDATION AND BANKRUPTCY ETC.

If the Contractor shall die, dissolve or become bankrupt or insolvent or cause or suffer any receiver to be appointed on his business or any assets thereof with his Creditors, or being a corporation commence to be wound up, not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a Receiver for the benefits of its Creditors or any of them, the Purchaser shall be at liberty:-

- i) to terminate the Contract forthwith upon coming to know of the happening of any such event as aforesaid by notice in writing to the Contractor or to the Receiver or Liquidator or to any person to whom the Contract may become vested to, or
- ii) to give such Receiver, Liquidator or other person the option of carrying out the Contract subject to his providing a guarantee up to an amount to be agreed for the due and faithful performance of the Contract. Notwithstanding the provision of Cl.10.48 (i) in the event of Indian contractor undergoing liquidation or being dissolved, become bankrupt as described above the principle contractor shall directly assume the responsibilities of Indian contractor to the extent not performed.

10.49 MANNER OF EXECUTION OF CONTRACT

- 10.49.1** After acceptance of the Letter of Award, the Purchaser shall draft the Contract and shall provide one copy to the Contractor for checking. The Contract, in two originals, prepared on a non judicial stamp paper shall be signed by the holders of power of attorney on a suitable date and time but within 60 (Sixty) days of the acceptance of the Letter of Award.

10.49.2 Before signing the contract, the Purchaser and the Contractor are deemed to have checked and verified all the Contract Documents for the completeness and correctness.

10.49.3 Thereafter, within another 30 (Thirty) days, the Contractor shall supply 25 (Twenty five) copies of the Contract Agreement, to the Purchaser free of cost.

10.50 **CONTRACT DOCUMENTS**

10.50.1 The term 'Contract' or 'Contract Documents' shall mean and include the following which shall be deemed to form an integral part of the Contract.

10.50.1.1 'Notice Inviting Tender' and 'Invitation to Bid' issued by the Purchaser.

10.50.1.2 The Bid proposal offered by the bidder, including all correspondences relation to the decision on the deviations, and on the clarifications sought for, exchange between the bidder and their purchaser prior to the award of the Contract.

10.50.1.3 All the materials, literature, data and information given by the Contractor along with his bid or later.

10.50.1.4 Minutes of all discussion between the Bidder and the Purchaser.

10.50.1.5 'Letter of Award' issued by the Purchaser and its acceptance by the Contractor.

10.50.1.6 Contract agreement, general and technical terms and conditions and all other documents exchanged.

10.50.1.7 Specifications of the equipment to be furnished under the Contract as mutually agreed between the Purchaser and the Contractor.

10.50.1.8 Any agreed variation to the conditions of the documents and specifications and special terms and conditions of Contract, if any.

10.50.2 In the event of any ambiguities and discrepancies between the above mentioned documents, the decision of the Purchaser shall be final and binding.

10.51 **JURISDICTION**

The Civil Courts having ordinary original civil jurisdiction over Andaman & Nicobar Islands shall have exclusive jurisdiction in regard to all questions of disputes of whatever nature including the arbitration proceedings, if any arising under the Contract with the Purchaser.

10.52 **GOVERNING LAWS AND REGULATIONS**

This Contract shall be governed and construed according to the Indian Laws and Regulations.

10.53 **SAFETY**

The Contractor shall abide by the safety Code for Contractors which is enclosed.

10.54 **GENERAL CONDITIONS FOR ERECTION AND CIVIL WORKS**

The Contractor shall abide by the General Conditions for Erection & Civil Works, which is enclosed.

10.55 **GENERAL**

No director or official or employee of the Purchaser shall in any way be personally bound or liable for the acts or obligations of the purchaser under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things or conditions which are herein contained.

10.56 **CORRESPONDENCE**

All further correspondence in connection with this offer shall be addressed to:

The General Manager/Contracts

Corporate Office

NLC India Limited,

Block-1, Neyveli – 607 801.

Cuddalore District,

Tamil Nadu, INDIA

Fax: 04241-252026/252645/252646

Phone: 04142 – 252215/252210

ANNEXURE-I

**GENERAL CONDITIONS FOR ERECTION AND CIVIL WORKS
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GENERAL CONDITIONS FOR ERECTION WORKS

1.0 General

- 1.1 The following shall supplement the conditions already contained in the other parts of these specifications and documents and shall govern that portion of the work of this 'Contract' to be performed at 'site'.
- 1.2 The Contactor upon issue of LOA shall, in addition to a Project Coordinator, nominate another responsible officer as his representative at site suitably designated for the purposes 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 execution of 'Contract'. This representative shall have full technical capability and complete administrative and financial powers to expeditiously and efficiently execute the work under this 'Contract'.
- 1.3 The Contractor shall proceed with the work to be performed under this 'Contract' and each and every part and detail thereof, in the best and most workman like manner by engaging qualified, careful and efficient workers, and do the several parts thereof, at such time and in such order as the Purchaser/Consultant may direct, and finish such work in strict conformity with the plans, drawings and/or specifications, and any changes, modifications or amplifications thereof made by the Purchaser/Consultant.
- 1.4 The Contractor shall not sell, assign, mortgage hypothecate or remove equipment or materials or materials which have been installed or which may be necessary for the completion of the 'Contract' without the written consent of the Purchaser.

2.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES

- 2.1 The Contractor shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Government or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act 1948, Employees State Insurance Act, Employees Provident Fund Act, etc. and any and all statutory modifications thereof in connection with employees engaged by him or his Sub-Contractors in the work.
- 2.2 The Contractor shall conform to the provisions of MNRE, RREC, RRVPNL, DISCOMs, Rajasthan Electricity authorities, State Government Factory Laws, Indian Electricity Act and rules made there under, and any other acts of legislature relating to the work and to the regulations and bye-laws of any authority and of any water, lighting and other companies and/or authorities with whose systems the plant/structure is proposed to be connected and shall before making any variations from the drawings or specifications that may be necessitated by so conforming, giving to the Purchaser/Consultant written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions thereof.
- 2.3 The Contractor shall arrange to give all notice required by the said Acts, Regulations or Bye-laws to be given to any Authority or to any Public Officer and pay all fees that may be properly chargeable in respect of the 'Works' and lodge the receipts with the Purchaser/Consultant, unless otherwise, specified in the specification. Obtaining all permits and licenses required there upon is the responsibility of the Contractor.

- 2.4 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, statutory inspection fees and any other statutory laws and its amendments from time to time during erection in respect of the plant and equipment ultimately to be owned by the Purchaser shall be to the account of the Purchaser. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub-Contractor, the additional fees for such inspection and/or registration shall be borne by the Contractor.

3.0 **CONTRACTOR'S HEALTH AND SAFETY PROGRAM**

Refer Technical specification.

4.0 **PURCHASER'S LIEN ON EQUIPMENT**

The Purchaser 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 plant. The Purchaser 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-Contractor's without the prior written approval of the Purchaser/Consultant.

5.0 **INSPECTION, TESTING AND INSPECTION CERTIFICATES**

- 5.1 The provisions of the clause entitled Inspection, Testing and Inspection Certificates shall also be applicable to the erection portion of the 'Works'. The Purchaser / Consultant 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 Purchaser / Consultant rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications / repairs as may be necessary, to the satisfaction of the Purchaser / Consultant. Such replacements will also include the replacements or re-execution of such of those works of other Contractor's and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.
- 5.2 Any work, which proves faulty, shall be corrected by the Contractor without delay. The fact that the Purchaser / Consultant or their representatives have not pointed out faulty work or work which is not in accordance with plans and specifications shall not relieve the Contractor from correcting such work as directed by the Purchaser / Consultant without additional compensation.
- 5.3 When finished work is taken down for the purpose of re-inspection, the Contractor shall bear the entire expenses incident thereto in the event that said work is found to be defective. The Purchaser shall pay the cost incident thereto in the event that the work inspected is found to be in accordance with the 'Specification'. In the latter case, the replacing of the covering or the making good of any of the parts removed shall be paid for by the Purchaser at the Contract price for the class of work done and the uncovering or taking out of materials or parts shall be paid for on the basis of actual direct cost of material, layout and incidental expense, plus reasonable rental prices for transportation of equipment, except that no percentage for the Contractor's fees shall be added to

actual direct cost of material, labour and incidental expenses. However, no extension of time shall be given for completion of works on this account. If the Contractor shall fail to repair any defective work or replace any defective materials after reasonable notice, the Purchaser / Consultant may cause such defective work to be repaired or defective material to be replaced and the expenses thereof shall be deducted from the amount to be paid to the Contractor.

- 5.4 The Purchaser / Consultant, their representatives and employees shall, at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are being prepared or constructed for the 'Contract' and also to any place where the materials are lying or from where they are being obtained, and the Contractor shall give every facility to the Purchaser / Consultant and his representatives for inspection and examination and test of the materials and workmanship even to the extent of discontinuing portions of the work temporarily, or of uncovering or taking down portions of finished work.

6.0 ACCESS TO SITE AND WORKS ON SITE

- 6.1 Suitable access to and possession of the site shall be afforded to the Contractor by the Purchaser in reasonable time.
- 6.2 The Purchaser shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of 'Works'.
- 6.3 In the execution of the 'Works', no persons 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 Purchaser / Consultant or his representative.
- 6.4 Access to the site at all times shall be accorded to the Purchaser / Consultant and other authorized officials and statutory Public Authorities. Nevertheless, the Contractor shall not object to the execution of the work by other Contractors or tradesmen whose names shall have been previously communicated in writing to the Contractor by the Purchaser / Consultant and afford them every facility for the execution of their several functions simultaneously with his own.

7.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT

- 7.1 The Contractor shall establish a Site Office at the site and keep posted an authorized representative for the purposes of the 'Contract'. Any written order or instruction of the Purchaser / Consultant or his duly authorized representative, shall be communicated to the authorized representative of the Contractor at the Site Office and the same shall be deemed to have been communicated to the Contractor at his legal address.
- 7.2 The Contractor shall employ at least one competent representative whose name or names shall have previously been communicated in writing to Purchaser/Consultant by

the Contractor, to supervise the erection of the plant and to carry out the work. The said representative or if more than one shall be employed, then one of such representatives shall be present at the site during working hours, and any written orders or instructions which the Purchaser/Consultant may give to the said representatives of the Contractor shall be deemed to have been given to the Contractor. It is essential that the supervisory personnel shall be capable of speaking and writing in English language.

8.0 CO-OPERATION WITH OTHER CONTRACTORS IF ANY

- 8.1 The Contractor shall cooperate with all other Contractors or tradesmen of the Purchaser, who may be performing other works on behalf of the Purchaser and the workmen who may be employed by the Purchaser 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 his workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Purchaser due to the Contractor's work shall promptly be made good at his one expense. The Purchaser/Consultant 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 Purchaser in regard to their Work. If the 'Works' of the Contractor is delayed because of any acts or omissions of another Contractor, the Contractor shall have no claim against the Purchaser on that account.
- 8.2 The Purchaser/Consultant shall be notified promptly by the Contractor of any defects in the other Contractor's works that could affect the Contractor's 'Works'. The Purchaser/Consultant shall determine the corrective measures, if any, required to rectify this situation after inspection of the 'Works' and such decisions by the Purchaser/Consultant shall be binding on the Contractor. If a part of the Contractor's work depends, for proper execution, upon the work of any other Contractor, the Contractor shall inspect and promptly report in writing to the Purchaser/Consultant any defect in such work of other Contractors that render it unsuitable for proper execution of the work under this 'Contract'. His failure to so inspect and report shall constitute an acceptance of 'Others' work as fit and proper for the reception of his work, except as to defects which may develop in the work of 'Others' after the proper execution of the work. To ensure proper execution of his sub-sequent work, the contractor shall inspect work already in place and shall at once report to the Purchaser/Consultant any discrepancy between the executed work and the drawings.

9.0 DISCIPLINE OF WORKMEN

The Contractor shall adhere to the disciplinary procedure set by the Purchaser/Consultant in respect of his employees and workmen at site. The Purchaser/Consultant 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 Purchaser/Consultant such employee has misconduct himself or be incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person and provide in his place a competent replacement at his own expense.

10.0 CONTRACTOR'S FIELD OPERATION

- 10.1 The Contractor shall keep the Purchaser/Consultant 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 Purchaser/Consultant shall not relieve the Contractor of any of his responsibility towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Purchaser/Consultant or any of his representatives and no claim of the Contractor will be entertained because of the failure or inefficiency of any such plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of plant and equipment and his erection methods.
- 10.2 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 his 'Contract' and shall not be limited to normal working hours. The construction review by the Purchaser/Consultant is not intended to include review of Contractor's safety measures in, on or near the work-site, and their adequacy or otherwise.
- 10.3 The work so far as it is carried out on the Purchaser's premises shall be carried out at such time as the Purchaser may approve consistent with the construction schedule and so as not to interfere unnecessarily with the conduct of the Purchaser's business and the Purchaser will give the Contractor all reasonable facilities for carrying out the work.

11.0 PHOTOGRAPHS AND PROGRESS REPORT

Refer relevant Clauses of Technical Specification and Schedule-10 of Volume II.

12.0 MANPOWER REPORT

- 12.1 The Contractor shall submit to Purchaser/Consultant on the first day of every week, a man-power schedule for the next week, detailing the man-power scheduled skill-wise and area-wise.
- 12.2 The Contractor shall also submit to the Purchaser/Consultant on the first day of every month, a manpower 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.

13.0 PROTECTION OF WORK

- 13.1 The Contractor shall have total responsibility for protecting his 'Works' till it is finally accepted by the Purchaser/Consultant. No claim will be entertained by the Purchaser/Consultant for any damage or loss to the Contractor's 'Works' and the Contractor shall be responsible for the complete restoration of the damaged 'Works' to its original condition to comply with the specifications and drawings. Should any such damage to the Contractor's 'Works' occur because of other party not 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 8.0

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 disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

- 13.2 The Contractor and his Sub-Contractors shall be responsible during work for protection of the work, which has been completed by Others. Necessary care shall be taken to see that no damage to the same is caused by his own men during the course of execution of their work.
- 13.3 All other work completed or in progress as well as machinery and equipment that are liable to be damaged by the Contractor's work shall be protected by the Contractor and such protection shall remain and be maintained until its removal is directed by the Purchaser.
- 13.4 The Contractor shall effectively protect all the works from action of weather and from damages or defacement and shall cover finished parts where required for their thorough protection. Face work shall be perfectly clean and free from defects.
- 13.5 The work shall be carried out onto completion without damage to any work and property adjacent to the area of his work, to whomsoever it may belong, without interference with the operation of their existing machines or equipment.
- 13.6 The Contractor shall provide the necessary temporary roadways, footways, guards as may be rendered necessary by reason of his work, for the protection and accommodation of foot passengers of other traffic of the Purchaser or occupier of adjacent property and of public. The Contractor shall at the times provide sufficient temporary barriers, notice boards and lights to protect and warn the public and post necessary watchman to guard the site and equipment. He shall take all precautions necessary and shall be responsible for the safety of the work to be performed by him. The Contractor shall also observe and display Safety First signs and shall have proper safety and fire protection equipment.
- 13.7 Adequate lighting at and near all the storage, handling, fabrication, pre-assembly and erection sites for properly carrying out the work and for safety and security shall be provided by the Contractor. The Contractor's work area would be adequately lighted during nighttime also. The Contractor should also engage adequate electricians/wiremen, helpers, etc., to carry out and maintain these lighting facilities. If the Contractor fails to provide all the above listed facilities, the Purchaser may provide such facilities as he may deem necessary and charge the cost thereof to the Contractor. In any case the Contractor shall be liable for all damages and consequences arising out of his neglect in this regard.

14.0 EMPLOYMENT OF LABOUR

- 14.1 The Contractor/Sub-Contractors will be expected to employ on the work skilled employees with experience of his particular work. No person below the age of eighteen years shall be employed.
- 14.2 The Contractor shall furnish details of the qualifications and experience of his senior supervisors and Consultants assigned to the work, including their experience in

supervising erection and commissioning of plant and equipment of comparable capacity.

- 14.3 All traveling expenses including provisions of all necessary transport to and from site, loading allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.
- 14.4 The hours of work on the site shall be decided by the Purchaser and the Contractor shall adhere to it. Working hours for each employee will normally be eight (8) hours per day.
- 14.5 The Contractor's employees shall wear identification badges while on work at site.
- 14.6 The Contractor shall ensure that he pays his men regularly their wages, overtime and other compensations. The attendance register and the wage register shall be submitted to the Purchaser for verification at regular intervals. The Contractor shall also furnish the Purchaser at fortnightly intervals a certificate that he has paid all the dues to his workmen. In case such payment is not made regularly by the Contractor, the Purchaser will be in his right to make such payments and deduct the same from the Contractor's progress payments.
- 14.7 In case the Purchaser becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen's Compensation Act or any other law due to act of omission of the Contractor, the Purchaser may make such payments and shall recover the same from the Contractor's bills.
- 14.8 None of the Contractor's superintendents, supervisors, Consultants or labour may be withdrawn from the work without due notice being given to the Purchaser/Consultant. Further, no such withdrawal shall be made if, in the opinion of the Purchaser/Consultant, it will jeopardize the required pace of progress and/or the successful completion of the work.
- 14.9 In connection with the performance of work under this 'Contract', the Contractor shall agree not to discriminate because of race, religion, colour or national origin. It is also expected that the Contractor in his selection of personnel will give due regard to their ability to co-operate with the Purchaser/Consultant. Suggestions and recommendations made by the Purchaser/Consultant relating to the work and coordination thereof are to be carefully and courteously considered.

15.0 FACILITIES TO BE PROVIDED BY THE PURCHASER

- 15.1 Refer relevant clauses in Technical Specification

16.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR

- 16.1 Tools, Tackles and Scaffoldings

- 16.1.1 The Contractor shall provide at his own expense, all the construction equipment, false work, erection tools, machine tools, power tools, tackles, hoists, cranes, derricks, cables, slings, skids, scaffolding work benches, tools for rigging, cribbing and blocking, welding machines preheating and stress relieving equipment, X-ray and all associated

protective equipment, instruments, appliances, materials, and supplies required for unloading, transporting, storing, erection, testing and commissioning that may be required to accomplish the work under the 'Contract' unless otherwise provided for. Adequacy of such tools will be subject to final determination of the Purchaser/Consultant. He shall submit a list of all such materials to the Purchaser / Consultant 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 Purchaser/Consultant.

- 16.1.2 The Contractor shall also furnish all necessary expandable devices like anchors, grinding and abrasive wheels, raw plugs, hacksaw blades, taps, dies, drills, reamers, chisels, files, carborandum stones, oil stones, wire brushes, necessary scaffolding, ladders, wooden planks, timbers, sleepers and consumable material like welding electrodes, oxygen, acetylene, argon, lubricating oils, greases, cleaning fluids, cylinder oil, graphite powder and flakes, fasteners, gaskets, temporary supports, stainless steel shims of various thickness as required, cotton waste, cheese cloth and all other miscellaneous supplies of every kind required for carrying out the work under the 'Contract'.
- 16.1.3 The Contractor shall provide all reasonable facilities including tools, personnel, etc. and ensure coordination with the Purchaser / Consultant and the Sub-Contractor's erection supervisors to enable them to carry out all supervision, measurements, checks, etc. in a satisfactory manner.
- 16.1.4 The Contractor shall not dispose of, transport or withdraw any tools, tackles, equipment and material provided by him for the 'Contract' without taking prior written approval from the Purchaser/Consultant, and the Purchaser/Consultant at all times shall have right to refuse permission for disposal, transport or withdrawal of tools, tackles, equipment and material if, in his opinion, the same will adversely affect the efficient and expeditious completion of the 'Project'.

16.2 Communication

The Contractor will make his own arrangement for all his communication needs such as telephone, email etc. at his Site Office. The Purchaser will assist the Contractor in getting the above facilities, in case he finds difficulty.

16.3 First-aid

- 16.3.1 The Contractor shall provide necessary first-aid facilities for all his employees, representatives and workmen at the site.

16.4 Cleanliness

- 16.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of 'Contract'. The Contractor shall employ enough number of special personnel to thoroughly clean his work area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Purchaser / Consultant. 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.

- 16.4.2 Similarly, the offices of the Contractor shall be kept clean and neat to the entire satisfaction of the Purchaser/Consultant. Proper sanitary arrangements shall be provided by the Contractor in the work areas and office of the Contractor.

17.0 LINES AND GRADES

- 17.1 All the 'Works' shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and layout the 'Woks'. Basic horizontal and vertical control points will be established and marked by the Purchaser / Consultant at site at suitable points. These points shall be used as datum for the 'Works' under the Contract. The Contractor shall inform the Purchaser / Consultant 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 Purchaser / Consultant to enable the Contractor to proceed with his 'Works'. Any work done without being properly located may be removed and/or dismantled by the purchaser/Consultant at Contractor's expense.
- 17.2 Where the Purchaser/Consultant had already established the base lines and bench marks adjacent to the various sections of work, the same must be carefully preserved by the contractor, and in case of their unnecessary destruction by him or any of his employees, these will be re-established by the Purchaser/Consultant at the Contractor's expense.
- 17.3 The Contractor shall be responsible for the accuracy of all dimensions within the various sections of the work according to the figures of dimensions in the drawings.

18.0 FIRE PROTECTION

Refer relevant clauses in Technical Specification.

19.0 SECURITY

Watch towers shall be provided by the Contractor around the periphery of Solar PV Power Plant and shall be designed and constructed considering the safety and security requirements of the Solar PV Power Plant as per the Technical Specification.

20.0 CONTRACTOR'S AREA LIMITS

The Purchaser/Consultant will mark-out the boundary limits of access roads, parking, spaces, storage and construction areas for the Contractor and the Contractor shall not tress-pass 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 Purchaser/Consultant.

21.0 CONTRACTOR'S COOPERATION WITH THE PURCHASER

- 21.1 In cases where the performance of the erection work by the Contractor affects the operation of the system facilities of the Purchaser/Consultant or other agencies such erection work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Purchaser/Consultant and the same shall be acceptable at all times to the Purchaser/Consultant. The Purchaser/Consultant 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 Purchaser and the Contractor shall strictly adhere to such restrictions and co-operate with the Purchaser/Consultant. 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 consumables 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 consumables.
- 21.2 The Contractor at all times shall work in coordination with the Purchaser's Consultants and offer them all reasonable facilities to become familiar with the erection, operation and maintenance of the equipment.
- 21.3 In respect of observations of local rules, administrative orders, working hours and the like, the Contractor and his personnel shall cooperate with the Purchaser.

22.0 COMMISSIONING

The 'Commissioning' of the equipment supplied and erected by the Contractor shall be the responsibility of the Contractor as detailed in Tender specification. The Contractor shall provide in addition, test instruments, calibrating devices etc. and the labour required for the successful performance of these tests. If it is anticipated that the above tests may prolong for a long time, the Contractor's workmen required for the above tests shall always be present at site during such tests.

23.0 MATERIAL HANDLING AND STORAGE

- 23.1 All the equipment furnished under the Contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the Contractor.
- 23.2 The Contractor shall be responsible for examining all the shipment and notify the Purchaser/Consultant immediately of any damage, shortage, discrepancy etc. for the purpose of Purchaser's / Consultant's information only. The Contractor shall submit to the Purchaser / Consultant 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 the site (Any demurrage, wharfage and other such charges claimed by the transporters, railways etc. shall be to the account of the Contractor).
- 23.3 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 Purchaser/Consultant at any time.

- 23.4 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 Purchaser/Consultant. 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 for such equipment at site.
- 23.5 All electrical panels, control gears, motors and such other devices, shall be properly dried by heating before they are installed and energized. These equipments shall be protected against moisture ingress and corrosion during storage and periodically inspected. Heavy rotating parts in assembled condition shall be periodically rotated to prevent corrosion due to prolonged storage and shall also be periodically inspected.
- 23.6 All critical electrical equipments shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values shall be maintained by the Contractor. Such records shall be open for inspection by the Purchaser/Consultant.
- 23.7 The Contractor shall ensure that all the packing materials, and protection devices used for the various equipments during transit and storage are removed before the equipments are installed.
- 23.8 The consumables 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.
- 23.9 All the materials stored in the open or dusty locations must be covered with suitable weatherproof and flameproof and flame proof covering material wherever applicable.
- 23.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Purchaser/Consultant will have the right to get it moved to the area earmarked for the Contractor at Contractor's cost.
- 23.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment which require indoor storage. Normally all the electrical equipments shall be stored in the closed storage space. The Purchaser/Consultant in addition, may direct the Contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.
- 23.12 The Contractor shall arrange for periodic inspection of material/equipment in his custody until taken over by the Purchaser and shall carry out all protective and preservative measures required thereupon.
- 23.13 The Contractor shall also keep a check on the deliveries of the equipment/material covered in his scope of erection and shall advise the Purchaser well in advance regarding possible hold-ups in his work due to expected delays in delivery of equipment, to enable the Purchaser to expedite the deliveries if supplier is different from the Contractor.

23.14 All materials of Contractors should be received only during normal working hours. Damage of any of the roads due to movement of heavy trucks, trailers, crane and other equipment of the Contractor shall be made good by the Contractor. Otherwise same shall be got rectified by the Purchaser at the risk and cost of the Contractor.

23.15 All the I& C electronic equipment shall be stored in Air-Conditioned storage.

24.0 CONSTRUCTION MANAGEMENT

24.1 The field activities of the Contractor working at site will be coordinated by the Purchaser/Consultant and the Purchaser's/ Consultant's decision shall be final in resolving any disputes or conflicts regarding scheduling and co-ordination of work. Such decision by the Purchaser/Consultant shall not be a cause for extra compensation or extension of time for the Contractor.

24.2 The Purchaser/Consultant shall hold weekly meetings at site with Contractor. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Purchaser / Consultant and shall strictly adhere to those decisions in performing his 'Works'. In addition to the above weekly meetings, the Purchaser / Consultant may call for other meetings and in such a case the Contractor, if called, will also attend such meetings.

24.3 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 action in writing to the Purchaser / Consultant satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

24.4 The Purchaser / Consultant shall however not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the co-ordination work between various Contractors as set out earlier.

25.0 FIELD OFFICE RECORDS

25.1 The Contractor shall maintain at his site Office up-to-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 Consultant 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 Purchaser / Consultant in required number of copies. A record of all readings taken during the testing and inspection shall be maintained by the Contractor. This shall be signed by the erection supervisor and the Purchaser/Consultant as a token of their acceptance of the same. All such records shall be handed over to the Purchaser on completion of the 'Works'.

26.0 CONTRACTOR'S MATERIAL BROUGHT TO SITE

- 26.1 The Contractor shall bring to site all equipment, components, parts, materials including construction equipment, tools and tackles for the purpose of the 'Works under intimation to the Purchaser/Consultant. All such goods shall, from the time of their being brought vest in Purchaser, 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 Purchaser/Consultant. But the Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 26.2 The Purchaser 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 Purchaser shall be at liberty to sell and dispose of 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 sums due as aforesaid.
- 26.3 After the completion of the 'Works', the Contractor shall remove from the site under the direction of the Purchaser/Consultant the materials such as construction equipment, erection tools and tackles, scaffolding, etc. with the written permission of the Purchaser / Consultant. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Purchaser/Consultant to do so, then the Purchaser/Consultant shall have the liberty to dispose of such materials as detailed under Clause 26.2 above and credit the proceeds to the account of the Contractor.
- 26.4 On completion of the work, all rubbish materials and temporary structures of any sort or kind used for the purpose or connected with the construction/erection work and heaps are to be removed by the Contractor and all pits and excavations filled up and the site handed over in a tidy and workmanlike condition and no final payment or settlement of the account for the said work shall held or due shall be made to the Contractor till such site clearance shall have been effected by him and such clearance shall be made by the Purchaser at the expense of the Contractor in the event of his failure to comply with this provision within 7 (seven) days after receiving notice in writing from the Purchaser to that effect. If it becomes necessary for the Purchaser to have the site cleared as indicated above at the expense of the Contractor, the Purchaser shall under no circumstances be held liable for any losses of damages to such of Contractors property as may be on such site due to such removal there from, which removal may be effected by means of public sale of such materials and property in such a way as deemed fit and convenient to the Purchaser.
- 26.5 The Contractor must take sufficient care in moving his construction/erection plant and equipment from one place to another so that they may not cause any damage to the property of the Purchaser, particularly of the existing structures and overhead and underground services and in the event of the Contractors failure to do so, the cost of such damages shall be borne by the Contractor.

27.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY

- 27.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of the Purchaser/Consultant and the employees of other Contractors and

Sub-Contractors and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.

- 27.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Purchaser/Consultant 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.

28.0 PAINTING

- 28.1 All exposed metal parts of the equipment including pipings, structures, railings, etc. after installation, unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the Purchaser for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery enamel paints. The quality of the finish paint shall be as per the standards of ISI or equivalent and to be of the colour as approved by the Purchaser/Consultant.

29.0 INSURANCE

Refer relevant Clauses under Schedule – 10 of Volume – II

30.0 UNFAVOURABLE WORKING CONDITIONS

The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms, etc. and during other unfavorable 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 Purchaser/Consultant. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the 'Works' as per the schedule.

31.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS

- 31.1 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 'Works' either during excavation or elsewhere are properly protected and handed over to the Purchaser/Consultant.

Similarly the Contractor shall ensure that the bench marks, reference points, etc., which are marked out either with the help of Purchaser/Consultant or by the Purchaser/Consultant shall not be disturbed in any way during the performance of his 'Works'. If any work is to be performed which may disturb such references, the same shall be done only after these are transferred to other suitable locations under the

direction of the Purchaser/Consultant. The Contractor shall provide all necessary materials and assistance for such relocation of reference points, etc.

32.0 WORK & SAFETY REGULATIONS

Refer Technical Specification.

33.0 ELECTRICAL SAFETY REGULATIONS

Refer Technical Specification..

34.0 PURCHASER'S INSTRUCTIONS

34.1 The Purchaser/Consultant may, in his absolute discretion, from time to time, issue further drawings and/or written instructions, details, directions and explanations, which are collectively referred to as "Purchaser's Instructions", in regard to :

34.1.1 Any additional drawings and explanations to exhibit or illustrate details.

34.1.2 The variation or modification of the design, quality or quantity of work or the additions or omission or substitution of any work.

34.1.3 Any discrepancy in the drawings or between the Schedule of Quantities and/or specification.

34.1.4 The removal from the site of any materials brought thereon by the Contractor and the substitution of other materials thereof.

34.1.5 The removal and/or re-execution of any work executed by the Contractor.

34.1.6 The dismissal from the work of any persons employed thereupon.

34.1.7 The opening up for inspection of any work covered up.

34.1.8 The amending and making good of any defects.

34.2 The Contractor shall comply with and duly execute any work covered in such 'Purchaser's Instructions' provided always that verbal instructions, directions, and explanations given to the Contractor or his foreman upon the work by the Purchaser/Consultant shall, if involving a variation, be confirmed in writing by the Purchaser/Consultant within seven (7) days.

34.3 If compliance with the 'Purchaser's Instructions' as aforesaid involves work and scope beyond that contemplated by the 'Contract', unless the same were issued owing to some breach of this 'Contract' by the Contractor, the Purchaser shall pay to the Contractor the price of the said work as hereinafter provided.

34.4 If the Contractor after receipt of written notice from the Purchaser/Consultant requiring compliance, with such further drawings and/or 'Purchaser's Instructions' fails to comply with the same within seven (7) days the Purchaser may employ and pay other

agencies to execute any such work whatsoever, as may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Purchaser on a certificate by the Consultant as a debt or may be deducted by the Purchaser from any money that may become due to the Contractor.

35.0 RIGHTS OF THE PURCHASER/CONSULTANT

35.1 Right to Illustrate and Explain Plans

- 35.1.1 The various parts of the 'Contract' are intended to be complementary to each other but should any discrepancy appear or any misunderstanding arise as to the import of anything contained therein, the explanation of the Purchaser/Consultant shall be final and binding.
- 35.1.2 The correction of any errors or omissions of the Drawings and Specifications may be made by the Purchaser/Consultant, when such correction is necessary to bring out clearly the intention which is indicated by the reasonable interpretation of the Drawings and Specifications as a whole.
- 35.1.3 Whenever in the Specifications or on the Drawings which are a part of the 'Contract' or which may be furnished to the Contractor for directing this work, the terms and descriptions of various qualities of workmanship, material, structures, processes, plant or other features of the 'Contract' are described in general terms, the meaning or fulfillment of which must depend upon individual judgment, then in all such cases the question of fulfillment of such specifications or requirements shall be decided by the Purchaser / Consultant and said material shall be furnished, said work shall be done, and said structure, process, plant or feature shall be constructed, furnished or carried on in full and complete accordance with his interpretation of the same and to his full satisfaction and approval, provided such interpretation is not in direct conflict with the Drawings and Specifications and generally accepted good engineering practice.
- 35.1.4 Details shown either on the Drawings or in the Specifications shall be done and furnished as if shown in both except where expressly excepted either in the Specifications or on the Drawings. Figured dimensions shall in all cases be taken in preference to scale measurements and detailed drawings consistent with general drawings shall be taken in preference to the general drawings of the same part of the work.
- 35.1.5 The Purchaser / Consultant may, from time to time, prepare for his own use estimates of quantities or bills of materials required for the work. Copies of such estimates or bills of materials which may be given to the Contractor for his convenience, or any lists, weights or quantities of materials or structures which may appear on the drawings may not be considered as finally correct, sufficiently complete or accurately covering any portion or all of the work to be done under the 'Contract'. Such bills or estimates may be carefully assembled and prepared but their accuracy is not guaranteed. They may not be accurate as to any particular details and are given only as the best information available at the time of issue of the information. It is understood that any such lists or estimates are furnished to the Contractor for his convenience only and not

as lists or estimates of work to be done and many necessary items of work might have been omitted.

- 35.1.6 Additional drawings and explanations to exhibit or illustrate details may be provided by the Purchaser / Consultant whenever necessary and if so provided, and if consistent with the Drawings and Specifications, it shall be binding upon the Contractor to take cognizance of the same. The written decision of the Purchaser / Consultant as to the true construction and meaning of the Drawings and Specifications and of such additional drawings and explanations shall be binding upon the Contractor.

35.2 Right to Direct Work

- 35.2.1 The Purchaser / Consultant shall have the right to direct the manner in which all work under this 'Contract' shall be conducted, in so far as it may be necessary to secure the safe and proper progress and the specified quality of the work, and all work shall be done and all material shall be furnished to the satisfaction and approval of the Purchaser / Consultant.
- 35.2.2 Whenever, in the opinion of the Purchaser / Consultant, the Contractor has made marked departures from the schedule of completion laid down in the 'Contract' or when untoward circumstances force a departure from the said schedule, the Purchaser / Consultant, in order to assure the compliance with the schedule and the provisions of the 'Contract', shall direct the order, pace and method of conducting the work, which shall be adhered to by the Contractor.
- 35.2.3 If, in the judgment of the Purchaser / Consultant, it becomes necessary at any time to accelerate the overall plant erection work, the Contractor, when ordered and directed by the Purchaser / Consultant, shall cease work at any particular point and transfer his men to such other point or points, and execute such portion of his work, as may be required, to enable others to hasten and properly engage and carry on their work, all as directed by the Purchaser / Consultant.
- 35.2.4 Night work will be permitted only with prior approval of the Purchaser / Consultant. The Purchaser / Consultant may also direct the Contractor to operate extra shifts over and above normal day shift to completion of 'Contract' on schedule if, in his opinion, such work is required.

35.3 Right to Order Modifications of Methods and Equipment

If at any time the Contractor's methods, materials or equipment appear to the Purchaser / Consultant to be unsafe, inefficient or inadequate for securing the safety of the workmen or the public, the quality of work or the rate of progress required, he may order the Contractor to ensure their safety and increase their efficiency and adequacy, and the Contractor shall promptly comply with such orders. If at any time, the Contractor's working force and equipment are in the opinion of the Purchaser / Consultant, inadequate for securing the necessary progress, as herein stipulated, the Contractor shall, if so directed, increase the working force and equipment to such an

extent as to give reasonable assurance of compliance with the schedule of completion. The absence of such demands from the Purchaser / Consultant shall not relieve the Contractor of his obligations to secure the quality, the safe conducting of the work, and the rate of progress required by the 'Contract', and the Contractor alone shall be and remain liable and responsible for the safety, efficiency and adequacy of his methods, materials, working force and equipment, irrespective of whether or not he makes any change as a result of any order or orders received from the Purchaser / Consultant.

35.4 Right to Perform

The Purchaser reserves the right to perform or have performed in and about the 'Works' during the time when the Contractor is performing his work hereunder, such other work as the Purchaser desires, and the Contractor shall make all reasonable effort to perform his work hereunder in such a manner as will enable such other work to be performed without hindrance and shall make no claim for damage against the Purchaser arising out of such other work to be performed against hindrance and shall make no claim for damage against the Purchaser arising out of such other work or interference there from. The Contractor shall work in harmony with such other Contractor's regardless of race, religion, colour or national origin and any dispute between Contractors shall be arbitrated by the Purchaser / Consultant.

36.0 MEASUREMENT OF WORK AND PROGRESS PAYMENTS

- 36.1 The Purchaser / Consultant may, from time to time, intimate the Contractor that he requires the works to be measured and the Contractor shall attend or send a qualified agent to assist the Purchaser / Consultant or his representative in taking such measurements and calculations and to furnish all particulars as may be required by him.
- 36.2 Where the erection of equipment, steel structures panels are involved, the basis of such measurements and progress evaluation shall be weights specified in the shipping documents or invoices or drawings as decided by the Purchaser / Consultant. Should the Contractor not attend or neglect or omit to send such agents, then the measurement taken by the Purchaser / Consultant or approved by him shall be taken to be the correct measurements of the work. The Contractor or his Agent may, at the time of measurement, take such notes of measurements as he may require.
- 36.3 When measurements are effected by conditions already established, the Contractor shall take field measurements notwithstanding scale or dimensions shown on the drawings.
- 36.4 The measurements so taken and certified correct by the Purchaser / Consultant shall be the basis for the progress payment to the Contractor. Where the break-up of 'Contract on unit basis Price' is difficult to arrive at, the Purchaser / Consultant and the Contractor shall work out at the commencement of the 'Contract', the weightages or the cost or the cost break-ups to arrive at a mutually agreeable basis for computation of the progress estimates.
- 36.5 To the value so arrived at on the basis of the Contractor's monthly progress evaluated, shall be added the amounts earned by the Contractor under supplemental Contracts and orders if any, till date of the progress estimate. From the total thus computed, all previous payments plus any amounts due to the Purchaser in accordance with the terms

of this Contract shall be deducted. The remainder shall be paid by the Purchaser to the Contractor under Interim Certificates from the Consultant.

36.6 In case work is nearly suspended or in case only unimportant progress is being made, or in case it is apparent that Contractor is about to forfeit his 'Contract' or that the money yet due to him shall not complete his 'Contract', the Purchaser may at his discretion withhold any payment which may be due to the Contractor.

36.7 The Purchaser may withhold part or whole of any payment for erection claimed by the Contractor, which in opinion of the Purchaser, is necessary to protect himself from loss on account of :

- a) Defective work not remedied or guarantees not met.
- b) Claims filed against the Contractor.
- c) Failure of the Contractor to make due payment for materials supplied or labour employed by him.
- d) Damage to other Agencie's/Contractor's or Purchaser's or Others' property.
- e) Failure to meet the mutually agreed schedules.

36.8 When the grounds for withholding payments are removed, payments of the amount due to the Contractor shall be made by the Purchaser within a reasonable period.

36.9 The Contractor shall not demand nor be entitled to receive payment for the work of portion thereof, except in the manner set forth in this 'Contract' and only after the Purchaser / Consultant shall have given a certificate for such payment.

37.0 **ADHERENCE TO MANUFACTURER'S INSTRUCTION**

Adherence to instructions of the Manufacturer's supervisory Consultants, is compulsory. The Contractor shall work under the guidance of the Manufacturer's supervisors to ensure that erection procedures adopted by the Contractor as well as completed erection of equipment is such as not to interfere with or prevent equipment from functioning as intended, as well as to the entire satisfaction of the Manufacturer's supervisor / Purchaser / Consultant. The Contractor shall also permit and provide all facilities for the Manufacturer's erection supervisors to carry out all checks that they may wish to, and approve any erection procedure and/or final setting and alignment of components, in order to satisfy themselves that erection has not been carried out as intended by them. This shall, however, in no way relieve the Contractor of his responsibility for providing adequate and competent supervision and quality workmanship.

38.0 **MODIFICATIONS**

The Contractor shall carry out all modifications at site as directed by the Purchaser / Consultant to complete the work covered in this 'Contract'. It is the responsibility of the Contractor to get the prior approval for such modifications from the Purchaser / Consultant before such works are taken up. The Contractor shall also get the estimates and the actual time sheets certified by the Purchaser/Consultant, and these certified time sheets will be the basis for processing his bills for such modification works which are required to be carried out for no fault of the Contractor.

39.0 DEFECTIVE WORK

If the work or any portion thereof shall be damaged in any way excepting by the acts of the Purchaser or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work, the Contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Purchaser / Consultant. In no case shall defective or imperfect work be retained.

40.0 WORK OF OTHERS

If any part of the Contractor's work depends, for proper execution, upon the work of any other Agency/ any other Contractor, the Contractor shall inspect and promptly report in writing to the Purchaser / Consultant any defect in such work of other agencies/other Contractors that render it unsuitable for proper execution of the work under this 'Contract'. His failure to so inspect and report shall constitute an acceptance of the other agency's/ other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the work of other Agencies/other Contractors after the proper execution of the work. To ensure proper execution of his subsequent work, the Contractor shall inspect work already in place and shall at once report to the Purchaser / Consultant any discrepancy between the executed work and the drawings.

ANNEXURE – I

GENERAL CONDITIONS FOR CIVIL WORKS

- 1.0 The Contractor shall make his own arrangement for all labour, construction equipment, tools and tackles and construction materials. All temporary approach roads to the site for carrying out construction work shall be constructed and maintained by the Contractor at his own cost.
- 2.0 The Contractor shall take all necessary precautions to avoid damage to any property of the Purchaser or any third party. The Contractor shall also ensure that the progress of work of other Contractors in the adjoining areas is not hindered. Any damage occurring should then be made good by the Contractor at his own expense.
- 3.0 The Contractor shall take all precautions during execution, especially while excavating to avoid interference with or, damage to underground works, such as cables, pipe lines, drains etc. and provide all possible protection to these works and in case they are damaged, rebuild/divert them at his own cost.
- 4.0 The Contractor shall carry out necessary precision survey to set out and check the setting of all works including foundation & anchor bolts etc. to required tolerances using the grid reference points available in the plant site. The Contractor shall make and maintain proper bench mark and reference points and check lines and levels periodically.
- 5.0 Materials brought to the site shall not be removed from the site without the written consent of the Purchaser. The Contractor shall submit well in advance for approval, all samples and specimens as the Purchaser may demand from time to time. Any material brought to site and rejected by the Purchaser shall be removed by the Contractor from the site of work immediately within the time limit specified by the Purchaser. In case, the Contractor is not removing the rejected materials, the same will be removed by the Purchaser and cost thereof shall be recovered from the bills of the Contractor.
- 6.0 The Purchaser may during the progress of work, order the removal of part or whole of the work executed, found not in accordance with the approved drawings/ specifications/ written instructions. No extra claims shall be entertained for removal & re-execution of such work.
- 7.0 No work shall be covered up or put out of view without the approval of the Purchaser. In the event of failing to do so, the Contractor shall uncover any part of the work or make openings in or through the works as the Purchaser may direct and they shall be made good with materials approved by the Purchaser and should match with workmanship of the surrounding work.
- 8.0 The Contractor shall dismantle and remove the stagings and other temporary facilities like stores, offices, etc. on completion of work, clear and clean the site where such temporary facilities were built and restore the same to original condition at his own cost.

- 9.0 The Contractor shall provide all necessary storage at the site in specified areas for all materials such as timber, cement, lime and such other materials which are likely to deteriorate by the action of sun, winds, rain, coastal conditions or other natural cause due to exposure in the open in such manner that all such materials shall be duly -protected from damage by weather or any other cause. All such stores shall be cleared away and the whole site left in good order on completion of the contract. All materials, shall be stacked in such a manner as to facilitate rapid and easy checking of such materials. The Contractor will not be permitted to store any of his material in the buildings under construction or already constructed by him without prior approval of the Purchaser.
- 10.0 After completion of work, the Contractor shall carry out micro-levelling of the site within plant area ensuring proper grades and slopes to achieve efficient drainage of the site. The Contractor shall remove all debris, surplus earth etc. and dump the same at places/place as directed by the Purchaser within a distance of 8 km from the site.
- 11.0 The Contractor shall be held responsible for proper performance for buildings and structures including all other civil work during the guarantee period. Any defect found during this period will be made good by the Contractor at his own cost failing which the Purchaser reserves the right to take remedial measures at the Contractor's risk and cost.
- 12.0 All excavated materials shall remain the property of the Purchaser. In case the Contractor wishes to utilise the boulders excavated by him during the excavation work at the site, the same may be issued to him at prevailing rates on cost recovery basis. Percentage of voids on stack measurement shall be mutually agreed. Contractor shall have to account for all excavated hard rock.
- 13.0 In respect of any portion of works which is to be embedded or covered up by other works, the Contractor shall submit them to Purchaser for technical inspection and have the necessary clearance certificates duly signed by the Purchaser and Contractor before letting such portion to be embedded or covered.
- 14.0 Wherever works are to be carried out in proximity or within existing facilities, contractor may have to adopt special methodology of construction suited to prevailing conditions. He shall make necessary schemes in advance and finalise the same with the approval of the Purchaser/Consultant.
- 15.0 On progressive completion of work, the Contractor shall submit to the Purchaser the following documents for the passing of the work:
- a) Certificate on control checking.
 - b) A copy of each of the concerned working drawings showing thereon all approved additions and alterations, if any, in the process of execution.
 - c) Clearance certificates for embedded/covered up works.
 - d) Manufacturer's certificates, guarantees and test certificates, as relevant.

- 16.0 The Contractor shall carry out structural load check with structure test, concrete sieve test as per IS 456 for equipment foundation & pedestal at locations specified by the Purchaser on any part of the building/structure at his own cost if so directed by the Purchaser.
- 17.0 As the works under the contract are to be carried out within the protected area, the Contractor shall abide by all the security regulations promulgated from time to time by the Purchaser/other concerned authorities.
- 18.0 No blasting is allowed. If required it shall be done with prior approval of Purchaser without any extra cost.

ANNEXURE-II

SAFETY CODE FOR THE CONTRACTOR

GENERAL

- 1.00 Safety is the responsibility of every employee individually and collectively.
- 1.01 The Contractor shall submit Safety Code and handed over a copy to all sub- Contractors working under his control and he should in turn display all rules on the office notice board for the benefit of all the men working under him.
- 1.02 The Contractor shall provide adequate guards, illumination, fencing and watching wherever necessary at the construction site & working area, for the safety & convenience of public or others.
- 1.03 Fire extinguishers adequate in number shall be kept by the Contractor at the site of works where there is risk of fire hazard, especially near the site stores.
- 1.04 Adequate washing facilities with proper drainage shall be provided properly maintained near the place of work but at a safe distance from approach roads, Electrical HT Lines etc.
- 1.05 When work is to be done near any place, where there is risks of drowning, arrangements to be made for safe barricading of such areas. All necessary equipment shall be provided and kept ready for use and necessary steps taken for prompt rescue of any person in danger and adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work in case of mishap.
- 1.06 To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Safety Engineer, the Labour Officer, Engineer-in-charge of the department or their representatives.
- 1.07 Notwithstanding the above clauses, there is nothing in those to exempt the Contractor from the operation of any other Act or Rule in Republic of India for the safety of men and materials.
- 1.08 An injury sustained in the plant, must be reported to the First-Aid Station no matter how slight it is, the injured person will inform Supervisor/Officer in-charge.
- 1.09 In case of a fatal accident, the Contractor must inform the Engineer in-charge of the department for which he is working and report in writing should be made in the form.
- 1.10 Smoking or keeping of naked light is strictly prohibited near gas lines, valves and any other equipment connected with the gas distribution.
- 1.11 Smoking and carrying of matches, lighters and other spark producing devices is strictly prohibited within the area where inflammable liquids are stored, handled or used or where loading or unloading operations are performed. Any tank or container containing flammable liquid should be properly grounded for preventing ignition due to static electricity spark. Contractor should ear-mark such areas and provide necessary warning signals.

- 1.12 Contractors should ensure that employees do not come to work while still under the influence of intoxicants. Any employee found on duty under the influence of liquor or of intoxicating drugs, will be liable to severe disciplinary action.
- 1.13 Work surrounds should be kept clean, free from oil, grease and other obstructions or fallen objects like nuts bolts etc.
- 1.14 After a job or work is completed, all left-over junk and other scrap materials should be cleared from the area immediately.
- 1.15 Drums or other make-shift arrangement must not be used in place of ladders or as work benches or supports for any job.
- 1.16 Employees must not walk through or across any systems that is brought into operation unless their duties require them to do so or they are authorised to do so.
- 1.17 Compressed air should not be used for removing dust from one's clothes. Compressed air should not be blown against anyone as it may injure or even kill him.
- 1.18 If an employee, in the course of his work, encounters condition of unusual hazard with which he is not familiar, he should contact the supervisor for advice before proceeding further. He should also inform the Contractor as well as the Engineer in-charge.
- 1.19 Contractors should particularly ensure that they or their employees do not meddle with any equipment and see that they keep away from such equipment.
- 1.20 It should be ensured that no one takes rest/shelter below any under cut pit/excavation or near any stock of materials or under Solar PV arrays.
- 1.21
 - i. For any work involving repair & maintenance underground work the Contractor shall follow the safety procedural orders/instruction issued by the Purchaser.
 - ii The Contractor shall exercise supervision of such jobs by competent persons within the meaning of factories act & rules.
 - iii All persons engage on such jobs shall have to have before hand proper training instructions as required under Factories Act & Rules.
- 1.22 The site is in the vicinity of desert area with sand dunes. Contractor has to caution his employees at site against the associated hazards. If considered necessary, he shall arrange for a properly equipped team for taking care of contingencies.

2.0 **SAFETY MEASURES IN CONTRACTUAL WORK**

Whereas, it is necessary to take steps to ensure safety at work sites by the executing contractual agency, it is incumbent of the Purchaser to introduce all measures to guide, induce, train and bind the agencies concerned to adopt remedial steps to prevent accidents. Problem gets aggravated in contractual zones due to lack of training, in-adequate supply of personal protective equipment, shortage of skilled labour changing deployment of works etc. Accordingly, the following measures are intended to be introduced and the salient clauses will be included in the contract documents.

- 2.1 The Contractor shall take all safety precautions and provide adequate supervision in order to carryout the job safely and without damage to equipment.

- 2.2 Any special safety precautions, if required to be followed by the Contractor, such clauses shall be added.
- 2.3 The executing department would take necessary shut-downs wherever there are hazards of gases, electricity, moving machinery etc. The Contractor shall ensure that the shut-down/clearance are taken before sending workers to such locations.
- 2.4 The Contractor shall supply safety appliance like shoes, safety belts, ladies chappals, helmets, gloves etc. to his workers depending on working conditions and Life saving jackets shall be kept in readiness always at the site. The Contractor shall not deploy any workmen without safety boot and safety helmet and the safety applicable to the specific work conditions.
- 2.5 Before starting the day's job, the Purchaser's Supervisor/representatives will ensure that safety briefing has been done to the Contractor's supervisor who has been imparted safety induction earlier.
- 2.6 HOD/Zonal in-charge will nominate Engineer in-charge of the contractual work under reference who will be fully responsible for the safe execution of the work at site.
- 2.7 In case of injury to persons, the Contractors shall first take the injured person to the NLC Dispensary hospital with the necessary forms. In no case the Contractors are allowed to take injured persons directly to their own Doctors.
- 2.8 The Contractor shall abide by the provisions of Factories Act, State Factory Rules, Workmen's Compensation Act, Payment of Wages Act, Contract Labour (Regulation) Act etc. and keep the Purchaser indemnified of provisions of the above Acts and Rules.
- 2.9 The Head of Deptt. Executing the contract upon the satisfaction that the Contractor is not conforming to the Safety requirements may direct stoppage of work and require the Contractor to remedy the defects. The Contractor shall not proceed with the work until he has complied with each direction to the satisfaction of such Head of the Department.
- 2.10 The Contractor shall be fully responsible for accidents caused due to him or his agents or workmen's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.
- 2.11 Without prejudice to the right conferred by the clause 2.09 above for stoppage of work for violations of safety requirements the Contractor shall be liable for penalty as deemed fit for violation of safety rules & regulations upto first two instances. For the third violation he shall be liable to be debarred from further contracts upto a period of one year from the date of issue of debarring notice.

- 2.12 The Head of the Safety Engg. Deptt. Or the Head of the Deptt. Executing the contract will assess the penalty amount having regard to the circumstances, in particular, the nature and gravity of the violation. After issuing a notice to the Contractor to show cause why the amount specified therein shall not be imposed as a penalty and considering the cause shown by the Contractors, if any, he shall pass final orders which shall then be final and binding on the Contractor. The penalty amount will be recoverable from any bill and/or EMD/SD of the Contractor without any further reference to him.
- 2.13 Whenever work, at height is involved, Contractor must obtain height passes from Safety Engg. Deptt. For those persons required to do work at height.
- 2.14 Contractor must insure all the workmen against "Workmen Compensation Act."

ANNEXURE-III
COMMERCIAL TERMS AND CONDITIONS FOR OPERATION AND
MAINTENANCE CONTRACT

1.0 DEFINITION OF TERMS:

- 1.1 Codes and Standards shall mean all the applicable codes & standards as indicated in the system specification.
- 1.2 'CONTRACTOR' shall mean the successful BIDDER whose bid has been accepted by the PURCHASER and on whom the 'Contract' or 'Purchase order' is placed by the Purchaser and shall include his heirs, legal representatives, successors and permitted assignees.
- 1.3 Contract shall mean and include this contract between the owner and Contractor for the execution of the works as per agreed terms, conditions, specifications prices and enforceable as per law.
- 1.4 Contract period shall mean the period / time schedule agreed in the contract during which period the Contracted work shall be performed / executed, inclusive of any period covered by extension(s), duly issued.
- 1.5 'Contract Price' in relation to particular contract shall mean the total consideration to be paid by NLC to the Contractor.
- 1.6 'Date of Contract' shall mean the calendar date on which NLCIL and the CONTRACTOR have signed the 'CONTRACT'.
- 1.7 "Effective date of Contract for O&M" shall mean the date of final acceptance of installed PV Solar Power Plant.
- 1.8 'Notice in Writing', 'Written Notice' shall mean any notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.9 Purchaser/Owner shall mean and include NLC India Limited (NLCIL) and its different functionaries entrusted with the responsibilities in relation to this contract in respect of the area of responsibilities of such functionaries.
- 1.10 'Site ' shall mean the place or places envisaged by NLCIL at which the services are to be performed, as also such other places as may be specifically provided by NLCIL for the stated purposes.
- 1.11 'Work' shall mean the services to be provided by the CONTRACTOR under the scope of the 'Contract'.
- 1.12 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and/or seal as the case may be.

- 1.13 The various Acts and Regulations are normally available for sale from the following address:
Deputy Controller,
Publication Department,
Government of India,
Civil Lines, Delhi - 110 006.

and with leading authorised Government of India book sellers.

2.0 **SCOPE OF WORK:**

The detailed Scope of Work is indicated in Technical Specification and Conditions of Contract.

3.0 **PRICE BASIS FOR OPERATION & MAINTENANCE:**

- 3.1 The Bidder shall quote "FIRM" price in Indian rupee for the entire contract period of fifteen (25) years after completion of warranty period.
- 3.2 Price quoted shall include cost of all spares and consumable, to meet NLCIL's requirement as specified in the tender specification.
- 3.3 Bidder are requested to quote their operation and maintenance charges as per the price schedule (Schedule-7.)

4.0 **TIME SCHEDULE:**

- 4.1 The time schedule for operation and maintenance shall be for a period of Twenty five (25) years after successful completion of one year Performance Guarantee Test

5.0 **CONTRACT PERFORMANCE BANK GUARANTEE:**

- 5.1 As a contract security for faithful performance of the Contract in accordance with the terms and conditions specified in the Operation and Maintenance Contract the CONTRACTOR shall furnish a Contract Performance Bank Guarantee in the form of irrevocable bank guarantee from any Nationalized Bank or Scheduled Bank approved by RBI except banks from China in a non-judicial stamp paper for the value of Rs.80/- 30 days before commencement of operation and maintenance for an amount equal to 10% of the total Contract price of operation and maintenance contract. The Contract Performance Bank Guarantee shall be initially valid for 12 months and shall be extended suitably by the CONTRACTOR every year to be valid till the expiry of 90 days beyond the actual date of successful completion of operation and maintenance contract period.
- 5.2 The reduction in value of Contract Performance Bank Guarantee every 12 months on pro rata basis shall be permitted while extending the validity of the Bank Guarantee.
- 5.3 NLC shall have the right to encash the Contract Performance Guarantee for non-compliance of any or all the terms and conditions of the contract and non performance with respect to availability, discontinues to do the work before the completion of period mentioned in Cl. 4.0 above and for failure to comply with any of the obligations as enumerated in the Contract.

- 5.4 The CPG furnished for the supply contract under contract No.....dt:..... will be returned only on receipt and acceptance of CPG for this contract.

6.0 **TERMS OF PAYMENT**

- 6.1 The O & M charges quoted in Price Schedule-7 (Vol.1 of 3) shall be paid on pro-rata quarterly basis on certification of work by the Project Manager at the end of every quarter.

7.0 **OPERATION & MAINTENANCE CHARGES**

- a. The O&M charges shall be inclusive of taxes and duties as applicable except service tax. But any taxes, levies/fees newly imposed would be reimbursed extra (with submission of documentary proof from concerned authority). Similarly, due credit would be given to NLCIL in case of withdrawal or reduction in applicable taxes/fees/duties. The O&M charges should be quoted for a period of 15 years.
- b. Payment will be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall deem to be inclusive of all salaries and other cost, expenses of employees, cost of spares, cost of repair/replacement/modification of any equipment or system for the entire quoted period of 4 years so as to give maximum machine availability. The rates are also inclusive of tools & tackles, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the plant to NLCIL by the contractor.

8.0 **MODE OF PAYMENT**

- 8.1 All Payments in Indian Rupees shall be made direct to the Contractor through E-payment. For effecting E-Payment, Contractor shall furnish necessary details to the Purchaser. All bank charges shall be to the account of the Contractor.

9.0 **Service Tax:**

9.1 Service Tax

- 9.1.1 Service tax if applicable and quoted by the bidder will be paid by NLCIL to the extent directly related to the services rendered by the contractor under this contract subject to the ceiling quoted in the price schedule.
- a) The service providers/ contractors have to provide a copy of the service Tax registration Certificate and also mention their Service Tax Registration No. and date in each of their invoices / Bills without fail. No invoice or bill will be paid unless the service Tax Registration No. is mentioned therein.
 - b) The service provider/ Contractor have to certify that in the previous year the value of services rendered by them was not less than Rs. 10 Lakhs (the present threshold limit for levy of service tax)

- c) The invoice shall contain the following details
- * Name of the registered person / Company /Firm
 - * Address
 - * Service Tax registration number
 - * Description of the taxable service
 - * Classification of the taxable service
 - * Value of the taxable service
 - * Service tax charged –Separately calculate the education cess and SHE cess similarly.

9.1.2 The Service Tax lumpsum indicated in the price schedule is as per the rates prevailing one month prior to original schedule date of Tender Opening (Part – I). Any statutory variation in respect of Service Tax within the agreed time schedule will be to the account of the purchaser, at actuals based on the documentary evidence, independent of the ceiling quoted. Statutory variation arising beyond agreed time schedule shall not be payable. However, if the time schedule is extended for reasons not directly attributable to the contractor, variations in Service tax and WCT, if any shall be reimbursed.

10.0 CD/EXCISE DUTY/SALES TAX/ OCTROI

- 11.1 Prices are inclusive of all taxes and duties prevailing on the date of opening of tender.
- 11.2 Statutory variation will be regulated only on Customs Duty, Excise Duty and Service Tax as per the formula given under 12.10.
- 11.3 Any adjustments for new tax / duty which is a substitute for the existing tax/duty such as VAT will be mutually discussed and resolved.
- 11.4 Foreign bidders have to clearly specify whether they have an office in India, in the schedule to the tender.
- 11.5 In case of foreign bidders who do not have an office in India, Service Tax applicable at the time of rendering service shall be deducted from the price and paid to Excise Department, directly by NLCIL.
- 11.6 R&D cess, if any, will be paid by NLCIL. If any abatement in service tax is available due to payment of R&D cess, the same shall be availed and passed on to NLCIL.
- 11.7 In the case foreign bidders who have an Office in India, foreign bidder will be responsible for payment of service tax.
- 11.8 The service provider is responsible for all direct taxes including I.T and also for their employees. No variation on this account is payable.
- 11.9 Taxes will be deducted at source wherever applicable at the prevailing rates.

11.10 A. *Formula for variation in Customs Duty*

$$\text{CDvariation} = \frac{(\text{AI} \times \text{VCD})}{100} \times \text{ER}$$

AI= Actual value of Imports during the year in Foreign currency subject to maximum of FE consideration for the year for materials.

VCD= Difference between CD rate prevailing on the date of import and Rate of CD prevailing on the date of tender opening.

ER = Exchange rate indicated in the Bill of Entry

Note :

- Copy of Bill of Entry and certification of usage from the contractor should be produced as documentary evidence.
- Variation will be paid/adjusted annually

B. Formula for variation in Service Tax (Foreign currency)

$$\frac{\text{Service Tax variation}}{100} = (P \cdot 0.873 \cdot \frac{VST}{ER})$$

P = Price in Foreign Currency for the month for services

VST = Difference between Service Tax rate prevailing for the service month and Service Tax rate prevailing on the dated of tender opening

ER = Exchange rate prevailing on the 1st day of the succeeding the service month

C. Formula for variation in Excise Duty

$$\frac{\text{ED variation}}{100} = (P \cdot 0.889 \cdot \frac{VED}{100})$$

P = Price in Rupee Currency for materials for the month

VED = Difference between ED rate prevailing one month prior to the service month and Rate of ED prevailing on the date of tender opening

D. Formula for variation in Service Tax (Rupee portion)

$$\frac{\text{Service Tax variation}}{100} = (P \cdot 0.873 \cdot \frac{VST}{100})$$

P = Price in Rupee Currency for the month for services

VST = Difference between Service Tax rate prevailing for the service month and Service Tax rate on the date of tender opening

11.4 PERSONNEL INCOME TAX & CESS:

11.4.1 Income Tax and Cess, if any payable by the Contractors/ sub-Contractor's employees shall be paid by the said employees directly, and the Purchaser shall not be liable to pay the income tax & Cess payable by the employee of the Contractor/sub Contractor and the purchaser is not responsible for filing the tax returns of contracts employees/experts.

11.5 Deduction of Tax at source at prevailing rate shall be effected by the Purchaser before payment as a statutory obligation wherever applicable

12.0 **DEPLOYMENT OF QUALIFIED TECHNICAL STAFF IN EXECUTION:**

- 12.1 The Contractor shall engage required qualified & trained persons for the above O&M works for achieving the guaranteed output. The entire work shall be supervised by a B.E Degree Holder with experience in similar nature of works.
- 12.2 The Contractor shall see that one of the technically qualified persons is always available at the site of work, during working hours, to check all items of work.

13.0 **SUSPENSION OF WORK:**

- 13.1 NLCIL give directions from time to time in writing for any valid reasons, without in any way violating this contract, to the Contractor to suspend the work or any part thereof. The Contractor shall suspend the work till such time as indicated by NLC. The Contractor shall not, after receiving such written notice proceed with the works therein ordered to be suspended until he shall have received written notice or authority to the effect from the NLC.

14.0 **INSPECTION OF WORKS:**

- 14.1 The Purchaser or his duly authorized person shall have at all times, full power to inspect the Solar PV Power Plant where the Contractor is carrying out the Operation and Maintenance. The Contractor shall properly carry out the written instruction issued by the NLCIL.

15.0 **TOOLS & TACKLES SPARES AND CONSUMABLES:**

- 15.1 The Contractor shall arrange tools and tackles, spares, and consumables required for the Operation & Maintenance of the Solar PV Plant. .

16.0 **ASSIGNMENT AND SUBLETTING OF CONTRACT:**

- 16.1 The Contractor shall not sublet, transfer or assign the contract or any part there of without the written permission of NLC. In the event of the Contractor contravening this condition Owner shall be entitled to entrust the work to other agencies at the Contractor's account and risk. The Contractor shall be liable for any loss or damage which the Corporation may sustain in consequence of or arising out of such replacing the contract notwithstanding any such permission to sublet, the Contractor shall always be held responsible for the due fulfillment of the terms and conditions of contract.

17.0 **REGULATION OF LOCAL AUTHORITIES & STATUTES:-**

- 17.1 The Contractor shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Governments or any other authority such as the Workmen's Compensation Act 1923, Payment of Wages Act, Minimum Wages Act - 1948 Employees State Insurance Act, Employees Provident Fund Act, Mines Act Indian Electricity Rules 1956, the Contract Labour and Regulation Act etc. and the general rules there-under any and all statutory modifications thereof in connection with employees engaged by him or his Sub- Contractors in the work.

17.2 The Contractor shall arrange to give all notices required by the said Acts, Regulations or Bye-laws to be given to any authority or to any Public Officer and pay all fees that may be properly chargeable in respect of the `works' and lodge the receipts with NLC, Obtaining all permits and licenses required thereupon is the responsibility of the Contractor.

17.3 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.

18.0 **NLCIL'S LIEN ON EQUIPMENT:-**

18.1 No material brought to the "site" shall be removed from the "site" by the Contractor and/or his SUB- Contractor without the prior written approval of NLC.

19.0 **CO-OPERATION WITH OTHER CONTRACTORS-**

19.1 The Contractor shall co-operate with all other Contractor's or tradesmen of NLC who may be performing other works on behalf of the NLC and the workmen who may be employed by NLCIL and doing work in the vicinity of the works under their respective contracts. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible interference with the work of other Contractor's and his workmen. NLCIL shall determine the resolution of any difference of conflict that may arise between the Contractor and other Contractor or between the Contractor and the workmen of NLC in regard of their work. If the works of this Contractor is delayed because of any acts or omissions of another Contractor, the Contractor shall have no claim against NLCIL on that account other than an extension of time for a completing his works.

20.0 **DISCIPLINE OF WORKMEN:**

20.1 The Contractor shall adhere to the disciplinary procedure set by NLCIL in respect of his employees and workmen at 'Site'. NLCIL 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 NLCIL such employee has misconducted himself or be incompetent or negligent or otherwise undesirable and then the Contractor shall promptly remove such a person objected to, and provide in his place a competent replacement at his own expenses.

21.0 **MANPOWER REPORT:-**

21.1 The Contractor shall submit to NLCIL on the last week of every month, a man-hour schedule for the next month, detailing the man hours scheduled for the month, skill wise and area wise.

21.2 The Contractor shall also submit to NLCIL on the 7th day of every month, a manpower 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.

21.3 The Contractor shall also submit periodically such of the reports as NLC may call for from time to time.

22.0 **FIRE PROTECTION:-**

- 22.1 The work procedures that are to be used during the maintenance 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 a day.
- 22.2 The Contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures etc. Access to such fire protection equipment shall be easy and kept open at all times.

23.0 **SECURITY:-**

- 23.1 The Contractor shall have total responsibility for all equipment and materials in his custody. The Contractor shall make suitable Security arrangements including employment of Security personnel to ensure the protection of all materials, 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 NLC in the prescribed manner.

24.0 **CONTRACTOR'S MATERIALS BROUGHT ON TO SITE:-**

- 24.1 The Contractor shall bring to 'Site' all the equipment, components, parts, materials, including equipment, tools and tackles for the purpose of the 'Works' under intimation to NLCIL. All such goods shall from the time of their being brought 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 NLC. But, the Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 24.2 NLC shall have 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, NLCIL shall be at liberty to sell and dispose of 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 sums due as aforesaid.
- 24.3 After the completion of the 'works' the Contractor shall remove from the 'Site' under the direction of NLCIL his own materials such as equipment, tools and tackles, scaffolding, etc. which were brought by him with the written permission of NLC. If the Contractor fails to remove such materials, within 15 (fifteen) days of issue of a notice by NLCIL to do so, then NLCIL shall have the liberty to dispose off such materials and credit the proceeds thereto the account of the Contractor.
- 24.4 On completion of the work, all rubbish, kilns, vats, tanks, materials and temporary structure of any sort or kind used for the purpose or connected with the work are to be removed by the Contractor and all pits and excavations filled up and the site handed over in a tidy and workmanlike condition and no final payment in settlement of the account for the said work shall be held to be due or shall be made to the Contractor till such site clearance shall have been effected by him and such clearance may be made by NLCIL at the expenses of the Contractor in the event of his failure to comply with this provision within 7 days after receiving notice in writing from NLCIL to that effect. If it becomes necessary for NLCIL to have the site cleared as indicated above at the expense of the Contractor, NLCIL shall under no circumstances be held liable for any losses or

damages to such of Contractor's property as may be on such site due to such removal there from, which removal may be effected by means of public sale of such materials and property or in such a way as seems fit and most convenient to NLCIL.

- 24.5 The Contractor must take sufficient care in moving his equipment from one place to another so that they may not cause any damage to the property of NLCIL, particularly to the existing structures and overhead and underground services and in the event of Contractor's failure to do so, the cost of such damages shall be borne by the Contractor.

25.0 **MODIFICATION AND UPGRADATION**

- 25.1 The Contractor shall advise NLC of any modifications or upgrades of the Solar PV Power Plant for increasing safety and reliability, improved production performance.
- 25.2 If Contractor on his own initiative wishes to upgrade or modify the Solar PV Power Plant then, the Contractor may carry out the upgrade at his own cost with the prior written consent of NLCIL.
- 25.3 If any alteration or modification is required to be made in the Solar PV Power Plant to comply with all provision of law for the time being in force on the Commencement Date of this agreements the Contractor shall take necessary step to make Solar PV Power Plant comply with the provisions of such law.
- 25.4 If modification is required in the Solar PV Power Plant to comply with the provisions of any Law, which came into force after the commencement date of this agreement, then such modification shall be taken up by NLCIL. The Contractor at the cost of NLCIL on the terms & conditions as may be agreed by the parties and in such case the time spent shall not be classified as down time hours.
- 25.5 Upgrading of Solar PV Power Plant will be done in consultation with O.E.M. (Original Equipment manufacturer) & through the Contractor on mutually agreed terms & conditions.

26.0 **ACCIDENT / DAMAGE**

- 26.1 If there is any damage to Solar PV Power Plant due to accident or otherwise and it is established that the said accident and/or damage has been occurred due to the operators faults or negligence, Contractor shall be responsible for payment towards rectification of such damage of Solar PV Power Plant.
- 26.2 If any damage is caused to Solar PV Power Plant and / or accident occurred at the site of the said Solar PV Power Plant, due to improper maintenance of the Solar PV Power Plant by the Contractor, the Contractor shall be responsible and liable against all such damage and compensation and indemnify Purchaser against such loss or damage incurred or be incurred by NLCIL.
- 26.3 The parties hereto are independent to each other where in NLCIL is a principal, Contractor is a Contractor and all the relationships between NLC and Contractor under this agreement are contractual in nature but none else.
- 26.4 Nothing in this agreement shall be deemed to constitute or form an employment, partnership, agency or any other form of business relationship between the parties except as stated above.

27.0 LIMITATIONS OF LIABILITY

27.1 Except in case of Criminal Negligence or Willful Misconduct,

- i) The Contractor shall not be liable to the Purchaser, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest, costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Purchaser
and
- ii) The aggregate liability of the Contractor to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Purchaser with respect to Patent infringement’.

28.0 **GENERAL:**

28.1 Contractor shall meet the NLCIL authorised representative and receive instructions regarding the works to be carried out. The Contractor or his representative shall be available at all times in the site in order to execute any urgent work.

28.2 Contractor must have registered under TNVAT Act.

28.3 Decision of the NLCIL shall be final and binding in all matters regarding contract.

29.0 **SAFETY:**

29.1 The Contractor shall ensure the safety of his workmen against accidents and injuries while at work as required by the relevant rules. It shall be the obligations of the Contractor to pay compensation as per workmen compensation Act and to extend co-operation to the officers in any enquiry conducted there on. No responsibility shall rest with the corporation in this regard. The Contractor shall work in co-ordination and close co-operation with the staff working in the area.

29.2 While doing works, all the safety precautions and safety rules should be followed and failure to adhere to the same shall be viewed seriously and the contract shall be terminated if required."

29.3 The Contractor shall arrange all safety gadgets for workmen engaged by him.

29.4 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or NLCIL, he shall.

- (a) Satisfy NLCIL that the appliance is in good working condition.
- (b) Inform NLCIL of the maximum current rating, voltage and phases of the appliances.
- (c) Obtain permission of NLCIL detailing the sockets to which the appliances may be connected

29.5 NLCIL will not grant permission to plug-in until he is satisfied that the appliance is in good conditions and is fitted with a 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.

29.6 No electric cable in use by NLCIL will be disturbed without prior permission. No weight of any description will be imposed on any such cable and no ladder or similar equipment will rest against or be attached to it.

29.7 No work shall be carried out on any live equipment. The Equipment must be made safe and a permit to work issued before any work is carried out.

30.0 **WORKS:**

30.1 The site of work shall be kept clean, free from rubbish and dismantled materials. All rejected and unwanted materials, debris etc., shall be removed from the site then and there. If the Contractor fails to do such clearance work, the work shall be got done departmentally, two days after the issue of a single written notice to the Contractor and the expenditure incurred therefor shall be recovered from the Contractor's bills.

30.2 Any faulty work noticed and pointed out by NLCIL shall be rectified by the Contractor

30.3 The Contractor shall Work in co-ordination and close co-operation with other Contractor's staff working in the area.

31.0 **MATERIALS:-**

31.1 The material used shall comply with the relevant standard specification and shall be approved by NLCIL.

32.0 **LABOUR:-**

32.1 Under the provisions of the Contract Labour (Regulation and Abolition) Act 1970 the Contract Labour (Regulation and abolition) Rules 1971 any Contractor who employs or employed 20 or more men on any day of the preceding 12 months shall obtain a licence. The licence so obtained shall be renewed every year.

32.2 The Contractor shall maintain the following registers.

Register of workmen in Form XIII as per rule 75 of the Contract Labour (R & A Rule) central 1971.)

Muster Roll.

Register of wages

Register of deduction.

Register of over time.

Register of fines.

Register of Advances.

Wages slip.

32.3 The Contractor shall issue an employment card in Form XIV as per rule 76 of the contract labour (Regulation and Abolition) Rules 1971.

32.4 As per the provisions under Chapter IV of the Central Contract Labour (Regulation and Abolition) Rules 1971 the Contractor should observe the rules strictly regarding the payment of wages to the contract workmen.

32.5 Failure to comply with the statutory provisions will entail prosecution by the statutory authorities beside black listing the Contractor .

"The Contractor should produce the following declaration along with their application for issue of identity cards to the workmen. "Certified that the following contract workers engaged by me bear good conduct, that their antecedents have been verified and found satisfactory".

Sl. No.	Name of the Contract Worker	Address	Identification Marks

33.0 **INSURANCE:-**

33.1. The Contractor shall arrange for Workmen's Compensation Insurance, Comprehensive Automobile Insurance and Comprehensive General Liability Insurance and till completion of Operation & Maintenance period which shall also be the responsibility of the Contractor.

33.2 The Contractor should take group insurance scheme for the workers under his contract, which may or may not result in partial or permanent disablement. The first bill will be passed after producing group insurance policy.

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

33.4 Third Party Liability Insurance:

The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials/equipment/ properties during O&M .The value of third party liability for compensation for loss .of human life or partial / full disablement shall be of required statutory value but not less than Rs.2 lakh per death, Rs.1.5 lakh per full disablement and Rs.1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment /surrounding property as approved by NLCIL.

34.0 **RESOLUTION OF DISPUTES AND ARBITRATION:-**

34.1 **Informal dispute resolution:**

34.1.1 The parties agree to use reasonable efforts to resolve all disputes equitably and in good faith.

34.1.2 If any dispute between the Contractor and NLC arises it shall in the first instance be referred in writing to NLC, who shall endeavor to resolve the dispute amicably and render a decision within 30 days. The period of 30 days shall be reckoned from the date of intimation of the dispute is received by NLC.

34.1.3 The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and/ or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.

34.1.4 For the purposes of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the CONTRACT, whether during the CONTRACT period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the CONTRACT (except as to any matter, the decision of which is specifically provided for in any of these conditions).

35.2 **Conciliation:**

- 35.2.1 If the party is dissatisfied with the decision rendered by the Purchaser, or if the Purchaser omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party shall require by a notification that the dispute be referred to Conciliation in the manner as per the 'NLC Conciliation Rules', copy of which is available with the NLC offices and the Bidders/ Contractors shall abide by the NLC Conciliation Rules' for resolving any dispute arising out of this contract. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the Conciliation within the time stipulated shall debar the party from seeking reference to Conciliation.
- 35.2..2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be settled by Conciliation in accordance with 'NLC Conciliation Rules'. The Conciliation shall be held at Neyveli / Chennai / Tuticorin / Barsingsar/ or in a place with in India mutually agreed by the parties. The Conciliation proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based.
- 35.2.3 There shall be three Conciliators, who will be appointed as per Section-5 of the 'NLC Conciliation Rules'.
- 35.2.4 The Contract agreement / Purchase order conditions and the rights and obligations of the Parties, shall remain in full force and effect during the Conciliation proceedings. Supplies and / or services under the Contract shall, if reasonably possible, continue during the Conciliation proceedings.
- 35.2.5 For the purpose of this clause, the term 'dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract. (except as to any matter, the decision of which is specifically otherwise provided for in any of these conditions).
- 35.2.6 Only in case of failure to resolve the dispute through Conciliation, Arbitration can be resorted to or Judicial remedy can be sought for.
- 35.2.7 Once the settlement agreement is signed with respect to a dispute, the same dispute is not subject to further appeal through Arbitration or Judicial Proceedings.
- 35.2..8 Anything not found included in the 'NLC Conciliation Rules', but necessary to conduct the conciliation proceedings will be dealt with as per the provisions of the 'Arbitration and Conciliation Act 1996 -Part-III' or as per the statutory provisions modified from time to time.

35.3 **Arbitration of disputes : (Other Contractors)**

- 35.3.1 If either party is dissatisfied with the decision rendered by the NLCIL, or if the NLCIL omits or declines to render a decision within the said period of 30 days, then within a further period of 30 days, the dissatisfied Party may require by a notification that the dispute be referred to arbitration in the manner hereinafter provided. Such a notification shall be in writing and it shall be duly served on the other party. Failure to invoke the arbitration within the time schedule shall debar the party from seeking reference to arbitration.

- 35.3.2 Except as otherwise provided in this clause, any dispute arising out of or relating to this agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (the ``Act"). The arbitration shall be held at Chennai, Tamil Nadu. The arbitration proceedings shall be conducted, and the award shall be rendered in English. The award shall state the reasons upon which it is based. Interest, if awarded by the arbitrators, shall be at a rate not exceeding the Cash Credit rate prevailing on the date of the award. All interest payments so awarded are subject to deduction of TDS at sources as applicable at prevailing rates of Income Tax.
- 35.3.3 There shall be three arbitrators of whom each Party shall appoint one. The Party requesting that the dispute be referred to arbitration shall, within 30 days of the notification in terms of Clause 31.3.1, appoint an arbitrator as also call upon the other Party to appoint an arbitrator within 30 days. The two arbitrators so appointed shall, within 30 days of the date on which the second of them is appointed, agree on the third arbitrator who shall act as the presiding arbitrator of the tribunal.
- 35.3.4 The agreement and the rights and obligations of the Parties, shall remain in full force and effect pending the award in any arbitration proceedings. Supplies and/ or services under the Contract shall, if reasonably possible, continue during arbitration proceedings.
- 35.3.5 For the purposes of this clause, the term `dispute' shall include a demand or difference of any kind whatsoever, arising out of the Contract and respecting the performance of the Contract, whether during the Contract period including extensions if any, or after completion, and whether before or after termination, abandonment or breach of the Contract (except as to any matter, the decision of which is specifically provided for in any of these conditions).
- 35.4 The party, in whose favour the Award is passed shall be entitled to reach the entire costs of Arbitration from the other party. The Arbitration shall indicate the above in their award clearly.
- 35.5 **IN CASE OF PUBLIC SECTOR ENTERPRISES:**

In the event of any dispute or difference, relating to the interpretation and application of the provisions of the Contracts, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator. The procedure to be adopted in the above case shall be as per DPE guidelines No. DPE OM No. 4(1)/2011-DPE(PMA)-GL dated 12.06.2013.

36.0 FORCE MAJEURE:

- 36.1 Force majeure herein defined is a cause which is beyond the control of the Contractor or the Purchaser, which they could not foresee and which substantially affect the performance of the “contract” such as
- 36.1.1 Natural phenomena, including but not limited to floods, droughts, Earthquakes and epidemics
- 36.1.2 Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared priorities, quarantines, embargoes,
- 33.1.3 Strikes, lock outs and sabotage.
- 36.1.4 Piracy
- 36.1.5 Riots and civil commotions Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.
- 36.1.6 However Power cut and failure in water supply shall not be considered under “Force Majeure” condition.
- 36.2 The Contractor or the owner shall not be liable for delays in performing the respective obligations resulting from any force majeure condition occurred. The date of completion shall be extended by a reasonable time
- 36.3 If the performance as a whole or part by the Contractor or any obligations under the Contract is prevented or delayed by “Force majeure” condition for a period exceeding 120 days, the Purchaser may at his option terminate the contract by notice in writing.
- 36.4 Force Majeure conditions prevailing at the works of the Sub-Suppliers / Sub-Contractors other than 4 major sub-suppliers (the names of which to be indicated by the contractor) shall not be recognized by the Purchaser on any account and it shall be upto the Contractor to make necessary alternative arrangement to execute the Contract within the agreed time schedule.
- 36.5 No increase or decrease in price shall be payable due to Force Majeure condition.

37.0 CONTRACTOR’S DEFAULT:

- 37.1 If the Contractor discontinuous to do the work before the completion of time indicated in Cl.4.0 then in such case NLCIL may give notice in writing and shall be at liberty to employ other person / persons and forthwith execute such part of the `works' as the Contractor may have neglected to do or if NLCIL shall think fit it shall be lawful for him without prejudice to any other right he may have under the `Contract' to take the `Works' wholly or in part out of the Contractor’s hands and re-contract with any other person or persons, complete the `works' or any part thereof and in that event NLC shall be free to use without hire charges, of all Contractor’s equipment that may have been at the time on the `Site' in connection with the `Works' without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor, over the same and NLCIL shall be entitled to retain and apply any balance of money which may otherwise due in the `Contract' by him to the Contractor or such part thereof as may be necessary to the payment of the cost of executing the said part of the `Works' or of completing the works as the case may

be. If the cost of completing the `works' or executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess.

- 37.2 In such a event NLCIL shall also have the right to encash the Contract Performance Bank Guarantee for non-performance of Contract.

38.0 TERMINATION OF CONTRACT:-

- 38.1 NLC reserves the right to terminate the CONTRACT either in part or in full due to reason other than those mentioned under clause entitled Contractor's Default. NLC shall, in such an event, give 30 (thirty) days notice in writing to the Contractor of his decision to do so.

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

- 38.3 In the event of such a termination, the Contractor shall be paid compensation, equitable and reasonable dictated by the circumstances prevalent at the time of termination. No consequential damages shall be payable by the NLCIL to the Contractor in the event of termination.

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

39.0 HANDING OVER OF THE EQUIPMENT AFTER COMPLETION OF CONTRACT PERIOD:

- 39.1 The entire plant shall be handed over to NLCIL in good working condition after completion of three years of O&M contract. The Contractor shall attend the defects if any or replacement of any worn-out parts before handing over of the plant to NLCIL. If the Contractor fails to attend the defects or to replace the worn-out parts, NLCIL shall recover the relevant cost from the payment due to the Contractor.

40.0 MAINTENANCE OF HISTORY CARD:

- 40.1 The Contractor shall maintain a history register and submit to the NLCIL at the end of each calendar year for review.

40.2 The history card shall contain all the works carried out including replacement of spares & consumables etc.

41.0 COMPLETION OF CONTRACT PERIOD:

41.1 The contract period shall automatically cease to exist after four years from the effective date of O&M contract and the Contractor shall have no right to ask for any extension. However, NLCIL at its discretion can extend this contract, for further period at the mutually agreed price and terms & conditions.

42.0 JURISDICTION:

42.1 The Civil Courts having ordinary original civil jurisdiction over Andaman & Nicobar Islands shall have exclusive jurisdiction in regard to all questions of disputes of whatever nature including the arbitration proceedings, if any arising under the Contract with NLCIL.

43.0 GOVERNING LAWS AND REGULATIONS:-

43.1 This Contract shall be governed and construed according to the Indian Laws and Regulations.

APPENDIX - A

Sheet 1 of 3

BANK GUARANTEE "FORMAT" FOR RELEASE OF "LIQUIDATED DAMAGES AMOUNT"

Note:

1. This guarantee has to be furnished by a Nationalized Bank/Scheduled Bank authorised by RBI except Bank of China.
2. The Bank Guarantee should be furnished on Stamp Paper of value not less than Rs.80/-.
3. The Stamp Paper should have been purchased in the name of the Bank executing the Guarantee.

Bank Guarantee No.....

Date:

To

The General Manager/ Contracts
NLC India Limited,
Block-1, Neyveli- 607 801,
Cuddalore District, Tamil Nadu, INDIA.

Dear Sirs,

- 1.0 Pursuant to the Contract No.....dated herein after referred to as " THE CONTRACT" with M/s..... herein after referred to as "THE CONTRACTOR" which expression shall, unless repugnant to the context or meaning thereof, includes its successors, administrators representatives and assignees have concluded with M/s. NLC India Limited, Neyveli, hereinafter referred to as the "PURCHASER" (which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees vide Contract No. and the subsequent amendments thereto the CONTRACTOR has undertaken to execute the work of..... for a Total Contract Value of Rs/FC..... (Rupees/FC..... only).
- 2.0 Whereas as per Clause, of the Contract the CONTRACTOR should have completed the work of..... by and as per the Clause of the Contract, the PURCHASER is entitled to levy Liquidated Damages for delays.
- 3.0 Whereas the CONTRACTOR failed to adhere to the Time Schedule or, stipulated in the Contract for which, the PURCHASER has recovered a sum of Rs/FC..... (Rupees/FC.....only) towards Liquidated Damages for the delays in the execution of works in accordance with the Clause.....of the Contract.
- 4.0 Whereas the CONTRACTOR has requested the PURCHASER for the release of the said amount withheld towards Liquidated Damages for the delay in execution of work to enable him to overcome the Liquidity problems. In consideration of the above request, the PURCHASER has agreed to withheld 10% of the amount recoverable and to release 90% of amount recovered towards Liquidated Damages subject to the

condition that the CONTRACTOR furnishes a Bank Guarantee for the 100% of amount withheld towards Liquidated Damages.

- 5.0 We,..... (bank).....(address) having our Head office athereinafter referred to as the “BANK”, which expression shall include its successors, representatives, administrators, and assignees do hereby irrevocably undertake that in the event of the PURCHASER deciding not to waive the Liquidated Damages recovered from the CONTRACTOR and thereby deciding to finally confirm the levy and recover the amount of Liquidate Damages provisionally released, to pay the amount of Rs/FC..... (Rupees/FC.....only) due and payable under this guarantee to the PURCHASER without any demur, merely on demand from the PURCHASER. Any such demand made by the PURCHASER on the Bank shall be conclusive and binding, absolute and unequivocal as regards the amount due and payable by the Bank under this guarantee, notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute or disputes raised/ pending before any court, tribunal arbitrator or any other authority.
- 6.0 This guarantee will not be discharged due to the change in the constitution of the Bank or the CONTRACTOR(S).
- 7.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time of performance by the CONTRACTOR. The Bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
- 8.0 We, the Bank also agree that the PURCHASER shall be entitled at his option to enforce this Bank Guarantee against the Bank as a Principal debtor in the first instance notwithstanding any other security or guarantee that it may have in relation to the CONTRACTOR’S liabilities.
- 9.0 In any case our liability under this guarantee shall not exceed Rs/FC..... (Rupees/FC.....only). This guarantee will be valid upto..... (Scheduled date of completion of Contract) and shall be extended for such period as may be desired by M/s. on whose behalf this guarantee has been given.
- 10.0 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the CONTRCTOR to fulfill the contractual obligations stipulated in the said Contract and/ or to the amount payable by the Bank to the PURCHASER shall be final conclusive and binding.
- 11.0 This guarantee is revocable only with the written consent of the PURCHASER.
- 12.0 This guarantee deed must be returned to us to upon the expiration of the guarantee or after fulfilment of the obligations specified in the guarantee.

13.0 Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed (in words)
- b. This bank guarantee shall be valid upto.....: and
- c. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before.....

Dated this..... day of..... 20

Witness

(Signature)

Name in Block Letters

1

Designation

Signature

Staff Code No.

Name in Block Letters

Occupation

Address

(Banker's seal)

2

Attorney as per Power of

Signature

Attorney No.....

Name in Block Letters

Dated:.....

Occupation

Address

APPENDIX-B

Sheet 1 of 3

FORMAT OF **RETENTION MONEY BANK GUARANTEE**

NOTE.

1. This guarantee has to be furnished by a Nationalized Bank/Scheduled Bank authorised by RBI except Bank of China. NLC reserves its rights to reject the Bank Guarantee if the same is not in the specified format.
2. This bank guarantee should be furnished on stamp paper of value not less than Rs. 80.00
3. The stamp paper should have been purchased in the name of the Bank executing the Guarantee.
4. In the case of foreign bidder the B.G may be furnished by an international reputed bank acceptable to the PURCHASER/ RBI.
5. The Retention bank guarantee shall be valid till the actual date of completion of Take over Test.
6. Any deviation in this format will not be acceptable.

RETENTION MONEY BANK GUARANTEE No.....

PLACE:

DATE :

Ref.

To

The General Manager/Contracts

M/s. NLC India Limited,

Neyveli - 607 801.

Cuddalore District, Tamil Nadu).

Dear Sirs,

- 1.0 In consideration of the NLC India Limited, Neyveli (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, representatives and assignees), having awarded to M/s..... with its Registered Office/Head Office at(hereinafter referred to as the "CONTRACTOR", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, representatives and assignees) a Contract/ Letter of Award herein after referred to as the Contract/Letter of Award for 'scope of work' on terms and conditions set out interlia in the Purchaser's Letter of Award/Contract No dated as well as contract document valued atat and the same having been unequivocally accepted by the Contractor, and whereas the Purchaser under the terms contract has agreed to

make the payment of the final 10% value of the contract price of the..... Unit to the Contractor amounting to..... (in words) against Retention Money Bank Guarantee to be furnished by the Contractor.

- 2.0 For this payment, we, the undersigned..... (Name) (address) with Head Office at (address) (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors, representatives and assignees)do hereby guarantee to the effect that we irrevocably undertake to pay immediately upon the PURCHASER's first demand without any previous notice and without any demur, reservations recourse, contest or protest and/ or without referring to any other sources including the Contractor, any and all monies, but not exceeding (.....in words) at any time upto..... Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the PURCHASER and the CONTRACTOR or any dispute pending before any court, Tribunal, Arbitrator or any other authority. We hereby agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the PURCHASER discharges this guarantee.
- 3.0 The Purchaser shall also have the right to encash the RMBG for the recovery of penalties in terms of the contract.
- 4.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time extend the time performance of the contract by the CONTRACTOR. The Purchaser shall have full liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants contained or implied in the contract between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser or its liberty with reference to matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank. The Bank shall not be released from its liability under these presents by an exercise of the PURCHASER of the liability with reference to the matter aforesaid.
- 5.0 The Bank also agrees that the PURCHASER at his option shall be entitled to enforce this guarantee against the Bank as a principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any other security or guarantee that the Purchaser may have in relation to the Contractor's liabilities.

- 6.0 a. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
- b. Notwithstanding anything contained herein above our liability under this guarantee does not exceed (in words)
- c. This guarantee shall remain in force upto and includingand shall be extended retaining the same terms and conditions from time to time for such periods as may be desired by M/son whose behalf this guarantee has been given.
- 7.0 The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the Purchaser in writing.

This guarantee deed must be returned to us upon the expiration of the guarantee.

8.0 Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed (in words)
- b. this bank guarantee shall be valid upto; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Return of this document to us by any person before the aforesaid date will, however, extinguish our liability as on the date of return.

Dated this day of..... 20

WITNESS

1. Signature.....
(Name in Block Letters).....
(Designation)

Signature.....
Printed Name.....
Designation
Staff Code No.....
Bank's Seal

2. Signature.....
(Name in Block Letters)..... (Designation)

APPENDIX - C

FORMAT OF FINANCIAL BACK UP GUARANTEE

To be stamped in accordance with Indian Stamp Act.

Proforma for Bank Guarantee to be furnished by Associate / Collaborator/ Joint Venture partner.

01. This guarantee should be furnished by a Nationalised Bank/ Scheduled Bank, authorised by RBI except Bank of China to issue a Bank Guarantee excepting Bank of China in the same format as given below.
02. The bank guarantee should be furnished on stamp paper of value not less than Rs.80.00
03. The stamp papers should be purchased in the name of the Bank executing the Guarantee.

Bank Guarantee No:

Dated

:

- 1.0 In consideration of NLC India Limited, hereinafter referred to as 'NLCIL' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, having awarded to M/s. (Bidder's Name) with its Registered Office at hereinafter referred to as the Contractor a Contract for thevide its Letter of Award No datedand the same having been unequivocally accepted by (Bidder's Name) resulting in a 'Contract' which was awarded on the strength of Deed of Collaboration agreement/ Consortium agreement/Joint Venture Agreement dated hereinafter referred to as 'Undertaking' given by(Bidder's Name) and by with its Registered Office at (hereinafter referred to as Consortium partners /Collaborator/Joint Venture partner) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators representatives and assignees) and CONTRACTOR having further entered into with Consortium partner / Collaborator/J.V Partner a Contract No..... dated..... and the same having been unequivocally accepted by Consortium partners / Collaborator/Joint Venture Partner resulting in a Consortium Agreement/ Collaboration Agreement/Joint Venture agreement valued at for the scope of work between Contractor & Consortium partners /Collaborator/Joint Venture Partner (hereinafter called Collaboration / Consortium Agreement/Joint Venture Agreement)' and the Consortium partners/ Collaborator/Joint Venture Partner having agreed to provide a financial back up guarantee amounting to to NLCIL for the faithful performance of the contract on the terms and conditions specified in the 'Undertaking' dated.....
- 2.0 We,..... Bank..... (address) having its Head Office at (hereinafter referred to as the 'Bank ' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees) do hereby guarantee and undertake to pay to NLCIL on on mere demand any and all monies to the extent of (currency and amount in figures) as aforesaid at any time uptofrom the date of Letter of Award and till the

obligations under the Contract are completed without any demur, reservation, contest or recourse or protest and/or without any reference to Consortium partners / Collaborator/Joint Venture Partner.

- 3.0 The Bank do hereby undertake not to revoke this guarantee during its currency without previous written consent of NLCIL and further agrees that the guarantee herein contained shall continue to remain enforceable till NLCIL discharges this guarantee.
- 4.0 Any such demand made by NLCIL on the bank shall be conclusive and binding notwithstanding any difference between NLCIL and Consortium partners / Collaborator/Joint Venture Partner pending before any Court, Tribunal, Arbitrator or any other Authority.
- 5.0 NLCIL shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to extend the time for performance of the contract of the Collaboration / Consortium Agreement/Joint Venture Agreement by CONTRACTOR and the Consortium partners / Collaborator/Joint Venture Partner.
- 6.0 NLCIL shall have the fullest liberty without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and the Consortium partners / Collaborator/Joint Venture Partner and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the said contract or undertaking or any other course or remedy or security available to NLCIL.
- 7.0 The Bank shall not be released of its obligations/liabilities under these presents by any exercise by NLCIL of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts or omissions or commissions on the part of NLCIL or any other indulgence shown by NLCIL or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the bank from its obligations. The Bank also agrees that NLCIL at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in the first instance without proceeding against the CONTRACTOR or Consortium partners / Collaborator/Joint Venture Partner and notwithstanding any other security or guarantee that NLCIL may have in relation to CONTRACTOR/ Consortium partner's /Collaborator's/Joint Venture Partner's liabilities.
- 8.0 Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs..... (Rupees) in words and it shall remain in force upto and including.....and shall be extended from time to time for such period as may be desired by Consortium partners / Collaborator/Joint Venture Partner on whose behalf this guarantee has been given.

9.0 This guarantee shall expire on..... unless NLCIL`s claim under this guarantee in accordance with the above mentioned conditions has reached us by the end of the said date.

Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed (in words)
- b. this bank guarantee shall be valid upto; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Dated this day of..... 20..

WITNESS

1. Signature.....
(Name in Block Letters).....
(Designation)

Signature.....
Printed Name.....
Designation
Staff Code No.....
Bank's Seal

2. Signature.....
(Name in Block Letters).....
(Designation)

APPENDIX -D

FORMAT OF CONTRACT PERFORMANCE GUARANTEE

Note:-

1. This guarantee has to be furnished by a Nationalised Bank / Scheduled Bank Authorised by RBI except Bank of China..
2. The Bank Guarantee should be furnished on Stamp paper of value not less than Rs.80/- as per Stamp Act.
3. The stamp papers should be purchased in the name of Bank executing the guarantee.

Bank Guarantee No.....

Date:

To
The General Manager/Contracts
NLC India Limited,
Block-1, Neyveli- 607 801,
Cuddalore District, Tamil Nadu, INDIA.

Dear Sirs,

- 1.0 In consideration of the NLC India Limited, Neyveli hereinafter referred to as the PURCHASER, which expression shall, unless repugnant to the context or meaning, thereof include its successors, administrators, representatives and assignees, having awarded in favour of M/s. having registered office at hereinafter referred to as the CONTRACTOR, which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, representatives and assignees, a Contract, hereinafter "referred as the CONTRACT" for the on terms and conditions set out inter alia, in the PURCHASER's Contract /Letter of Award No..... dated as well as "CONTRACT" documents, valued at (In words) and the same having been unequivocally accepted by the CONTRACTOR and the CONTRACTOR having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire "Contract" including the warranty obligations /liabilities under the contract Equivalent to 10% of the said value of the Contract plus% of the computed price adjustment, if any, to the PURCHASER amounting to..... (In words) as Contract Security in the form of a Bank Guarantee.
- 2.0 We,(Name).....(Address) hereinafter referred to as the "Bank" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representatives and assignees do hereby irrevocably guarantee and undertake to pay the PURCHASER merely on demand without any previous notice and without any demur and without referring to any other source, any and all monies payable by the CONTRACTOR by reason of any breach by the said CONTRACTOR of any of the terms and conditions of the said CONTRACT including non-execution of the "CONTRACT AGREEMENT" to the extent of 10% of the Contract price plus % of the computed price adjustment, if any and adherence to Time Schedule stipulated at any time upto..... (day/month/year). Any such demand made by the PURCHASER on the bank shall be conclusive and binding, absolute and unequivocal notwithstanding any disputes raised/pending before any court,

tribunal, arbitrator or any other authority. The Bank agrees that the guarantee herein contained shall continue to be enforceable till this sum due to the PURCHASER is fully paid and claims satisfied or till the PURCHASER discharges this Guarantee.

- 3.0 The Bank further irrevocably guarantees and undertakes to pay on mere demand, without any demur, reservation, contest, recourse or protest any and all monies due and payable by the CONTRACTOR by reasons of non-fulfillment of any of the following obligations.
 - 3.1 For the successful and satisfactory operation of the equipment furnished and erected under the said Contract as per the specifications and documents.
 - 3.2 That the equipment installed under the said Contract shall be new and in accordance with Contract Documents and be free from all defects in design, material workmanship and performance including modifications, improvements and replacements for a period of 12 calendar months, from successful completion of take over test/commissioning of the equipment and that immediately upon intimation /written notice from the PURCHASER, the CONTRACTOR shall remedy free of expenses to the PURCHASER such defects as noticed and developed under the normal use of the said equipment, within the said guarantee period.
- 4.0 The PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time, to extend the time of performance by the CONTRACTOR. The Bank shall not be released from its liabilities under these presents by any exercise of the PURCHASER of the liberty with reference to the matter aforesaid.
- 5.0 The PURCHASER shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the CONTRACTOR and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the CONTRACT between the PURCHASER and the CONTRACTOR or any other course or remedy or security available to the PURCHASER and the BANK shall not be released of its obligations/ liabilities under these presents by any exercise by the PURCHASER of his liberty with reference to the matters aforesaid or any of them or by reasons of any other act or forbearance or other acts of omission or commission on part of the PURCHASER or any other indulgence shown by the PURCHASER or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank Guarantee. The Bank further undertakes not to revoke this guarantee during its currency without the previous consent of the PURCHASER.
- 6.0 The Purchaser shall have the fullest liberty to lodge their claims for encasements of the guaranteed sum in full or in part, in the manner suitable to them. However, payment made for a sum lesser than the guaranteed amount, shall not relieve or discharge the Bank from their obligations guaranteed hereunder, till the contractual obligation are fully performed by the Contractor or the Bank Guarantee is discharged by the Purchaser, as the case may be and the Bank Guarantee shall continue to be in force till such time.
 - 6.1 The Bank further agrees that the decision of the PURCHASER as to the failure on the part of the CONTRACTOR to fulfill their obligations as aforesaid and/or as to the

amount payable by the BANK to the PURCHASER hereunder shall be final, conclusive and binding on the BANK.

7.0 The Bank also agrees that the PURCHASER shall be entitled at his option to enforce this guarantee against the BANK as a principal debtor, in the first instance notwithstanding any other Security or guarantee that it may have in relation to the CONTRACTOR's liabilities.

8.0 This guarantee will not be discharged due to the change in the constitution of the BANK or the CONTRACTOR(S).

9.0 Notwithstanding anything contained herein:

- a. our liability under this bank guarantee shall not exceed (in words)
- b. this bank guarantee shall be valid upto; and
- c. we are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before

Witness

SIGNATURE

1

Signature

Name in Block Letters

Name in Block Letters

Designation

Occupation

Staff Code No.

Address

2

Signature

Name in Block Letters

(Banker's seal)

Occupation

Attorney as per Power of

Address

Attorney No.....dt.....

APPENDIX -E

FORMAT OF CUSTODY CUM INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER AND TO BE HANDED OVER IN INSTALMENT BY----- FOR PERFORMANCE OF ITS CONTRACT.

(On non-judicial stamp paper of appropriate value)

CUSTODY CUM INDEMNITY BOND

This CUSTODY CUM INDEMNITY BOND is made thisday of20..... 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 NLC India Limited,, a company incorporated under the companies act, 1956 having at its registered office at Chennai

WHEREAS NLC India Limited, has awarded to the contractor a contract forvide its Letter of Award/Contract No..... date..... and its Amendment No.1 and Amendment No.2 (Applicable when amendments have been issued) (hereinafter called the “Contract”) in terms of which NLC INDIA Limited, is required to hand over various equipment to the contractor for execution of the contract.

AND WHEREAS by virtue of clause No..... of the said Contract, the contractor is required to execute the Custody cum Indemnity Bond in favour of Neyveli Lignite corporation for the Equipment to be handed over to it by NLC India Limited, for the purpose of performance of the contract/ erection Portion of the contract (hereinafter called “Equipment”).

NOW, THEREFORE, this Custody cum Indemnity Bond witness as follows:

1. That in consideration of various Equipment 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 NLC INDIA Limited, indemnified, for the full value of the Equipment. The contractor hereby acknowledges receipt of the initial installment of the Equipment as per details in the schedule appended hereto. Further, the contractor agrees to acknowledge receipt of the subsequent instalments of the Equipment as required by NLC India Limited, in the form of schedules consecutively numbered which shall be attached to this custody cum Indemnity Bond so as to form integral part of this Bond. It is expressly understood by the contractor that handing over the despatch title document in respect of the said equipment duly endorsed by NLC India Limited, in favour of the contractor shall be construed as handing over of the equipment purported to be covered by such title documents and the contractor shall hold such equipment in trust as a Trustee for and on behalf of NLC India Limited,

That the contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Equipment at NLC India Limited, project site against all risks whatsoever till the Equipment are duly used/ erected in accordance with the terms of the contract and the plant/ package duly erected and commissioned in accordance with the terms of the contract is taken over by NLC India Limited, The contractor undertakes to keep NLC India Limited harmless against any loss or damage that may be caused to the Equipment.

1. The contractor undertakes that the Equipment shall be used exclusively for the performance /execution of the contract strictly in accordance with its terms and conditions and no part of the Equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the contractor that non-observance of the obligations under this, custody cum indemnity bond by the contractor shall inter alia constitute a criminal, breach of trust on the part of the contractor for all intents and purposes including legal/ penal consequences.
2. That NLC India Limited is and shall remain the exclusive, owner of the Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-charge/Engineer or other employees / agents authorised by him in this regard. Further, NLCIL India Limited shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, misutilised or converted to uses other than those specified in the contract, by any acts of omission or commission on the part of the contractor or any other person or on account of any reason whatsoever and the contractor binds itself and undertakes to comply with the directions or demand of NLCIL to return the equipment without any demur or reservation.
3. That this custody cum Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Equipment or the same or any part thereof is misutilised in any manner whatsoever then the contractor hereby agrees that the decision of the Engineer-in-charge/ Engineer of NLCIL as to assessment of loss or damage to the equipment shall be final and binding on the contractor. The contractor binds itself and undertakes to replace the lost and/ or damaged Equipment at its own cost and/ or shall pay the amount of Loss to NLCIL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to NLCIL against the contractor under the contract and under this custody cum Indemnity Bond.
4. NOW THE CONDITION of this bond is that if the contractor shall duly and punctually comply with the terms and condition of this bond to the satisfaction of NLCIL THEN, the above shall be void, but otherwise it shall remain in full force and virtue.
5. IN WITNESS, WHEREOF, the contractor has hereunto set its authorised representative under the common seal of the company, the day, the month and year first above mentioned.

Schedule No.1

Particulars of The Equipment Handed over	Qty.	Particulars of Despatch Title documents RR/GR No. carrier Date, Bill of lading	Value of the equipment	signature of Attorney in token of receipt.
(please Number Subsequent Schedule)				

For and on behalf on
M/S

Name

Signature

Designation

Authorised Representative *

(Common seal)

(In case of company)

WITNESS

I Signature

Name.....

Address.....

II Signature.....

Name.....

Address.....

Indemnity Bonds are to be executed by the authorised persons 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 (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.

APPENDIX - F

DEED OF JOINT UNDERTAKING BY THE CONSORTIUM PARTNERS

This Deed of undertaking executed this day of by a Company incorporated under and having its Registered Office at herein after called or Consortium partners which expression shall include its successors, executors and permitted assigns and (Bidder's Name) a Company incorporated under the Companies Act 1956 having its registered office at hereinafter called (Bidder's Name) or 'CONTRACTOR' which expression shall include its successors, executors and permitted assigns) in favour of NLC India Limited, a company incorporated under the Companies Act 1956 having its Registered Office at Chennai-600 010 (hereinafter called the 'PURCHASER'), which expression shall include its successors, executors and assigns.

WHEREAS the PURCHASER is desirous of getting work of the design, manufacture, supply, transport and insurance, Port handling, Customs clearance, forwarding, storage, erection, testing and commissioning of (herein after called as system) at done as per its specification No dated WHEREAS (Bidder's Name) submitted its technical proposal vide its Letter No. dated based on the association of M/s (Consortium partners) AND WHEREAS it is a condition for the award of contract to (Bidder's Name) that (Bidder's Name) and its Consortium partners M/s would be jointly and severally bound and shall be responsible to the PURCHASER for the successful performance of the system fully meeting the parameters guaranteed as per the PURCHASER's specifications in terms of the Contract. NOW, THEREFORE, THIS UNDERTAKING witnesseth as under:

1. That consideration of the award of Contract by the PURCHASER (herein after referred to as the 'Contract') we, the Consortium partners and CONTRACTOR do hereby declare and guarantee that we shall be jointly and severally bound unto to the NLC India Limited, (PURCHASER) for the successful performance of the system fully meeting the guaranteed parameters as per the contract and further shall be fully responsible for the correctness of design, manufacture, supply, transport, insurance, erection supervision, testing and commissioning of the system in accordance with the Contract specifications. Further, we, the Consortium partners and the CONTRACTOR hold ourselves jointly responsible for the timely execution of all activities in accordance with the contract.
2. Without prejudice to the generality of the undertaking in para -1 above, the methods of achieving the objectives set forth above shall be as follows:
 - a. The Consortium partners shall be responsible for the preparation of all design, design calculation and manufacturing drawings for the system and shall provide all additional necessary technical assistance to (Bidder's Name) for the portion of the work to be performed by (Bidder's Name) in India. Further the Consortium partners shall extend their quality surveillance to (Bidder's Name)

during manufacture at CONTRACTOR's work and/or at the PURCHASER's project site. Without prejudice to the overall responsibility of the Consortium partners as to the successful commissioning and performance of the system, the Consortium partners shall in addition despite his technical experts from time to time to the CONTRACTOR's works/ PURCHASER and the CONTRACTOR in accordance with the stipulation in the Contract.

- b. The Consortium partners will be fully responsible for the quality of manufacture and the timely delivery of all the major components of system manufactured at his works or at his CONTRACTOR's work for incorporation in the equipment as per the Contract Schedule.
 - c. The CONTRACTOR shall be responsible to manufacture that portion of the equipment to be manufactured at his works or at the sub-Contractor's works as per the Consortium partners design and the Consortium partner's quality acceptance level. Further the CONTRACTOR shall supervise the erection, commissioning of the system as per the contract in accordance with the Consortium partner's advice, procedure and guidance.
3. In the event of any breach in the performance of the obligations set forth above, we the collaborator and the CONTRACTOR, shall jointly and severally pay the loss or damage to the PURCHASER on his demand. Further we the Consortium partners and the CONTRACTOR, jointly and severally undertake to pay to the PURCHASER the liquidated damages arrived at in accordance with the provisions of the Contract, in the event of any delay in supply or in completion of functional test including commissioning of the system without any demur, reservations, protest and recourse. Further, any extension of time, relaxation or indulgence by the PURCHASER to the CONTRACTOR/ Consortium partners shall not prejudice the rights of the PURCHASER under this undertaking against the Consortium partners of the CONTRACTOR.
4. We, the Consortium partners and the CONTRACTOR agree that this undertaking shall be irrevocable and further agree that this undertaking shall continue to be enforceable till the end of warranty period under the Contract. We further agree that this undertaking shall without prejudice to the various liabilities of the CONTRACTOR including his Contract Performance Guarantee as well as his other obligations in terms of the Contract.
5. The Performance, rights and responsibility of the party shall be in accordance with the Contract and further the liability of the CONTRACTOR/ Consortium partners under this Undertaking shall not in any case exceed the limits as stipulated in the Contract.
6. As a security, the Collaborator, apart from the CONTRACTOR's Performance Guarantee, shall furnish a Performance Guarantee from his Bank, in the form acceptable to the PURCHASER, in favour of the PURCHASER, prior to signing of the Contract. The value of the Guarantee shall be 5% 0.05%value of the supplies /services to be made by the Consortium partners and it shall be guaranteed towards the faithful performance/compliance of this Deed of Undertaking in accordance with the terms and conditions specified herein. The Guarantee shall be irrevocable and valid for the entire period of the contract, namely till end of the warranty period of the

Contract or after three months. The guarantee amount shall be payable to the PURCHASER on demand without any condition whatsoever.

IN WITNESS WHEREOF the Consortium partners and the CONTRACTOR have through their authorised representatives executed this Undertaking and affixed common seals of their respective companies, on the day, month and year first above mentioned.

..... (Signature)	For Consortium partners Name Designation :
..... (Name in Block Letters)	Common seal of the company.
..... (Official address)	
..... (Signature)	For CONTRACTOR. Name : Designation :
..... (Name in Block Letters)	Common seal of the Company.
..... (Official address)	

APPENDIX - F

DEED OF JOINT UNDERTAKING BY THE CONSORTIUM PARTNERS

This Deed of undertaking executed this day of by a Company incorporated under and having its Registered Office at herein after called or Consortium partners which expression shall include its successors, executors and permitted assigns and (Bidder's Name) a Company incorporated under the Companies Act 1956 having its registered office at

..... hereinafter called (Bidder's Name) or 'CONTRACTOR' which expression shall include its successors, executors and permitted assigns) in favour of NLC India Limited, a company incorporated under the Companies Act 1956 having its Registered Office at Chennai-600 010 (hereinafter called the 'PURCHASER'), which expression shall include its successors, executors and assigns.

WHEREAS the PURCHASER is desirous of getting work of the design, manufacture, supply, transport and insurance, Port handling, Customs clearance, forwarding, storage, erection, testing and commissioning of (herein after called as system) at done as per its specification No dated WHEREAS (Bidder's Name) submitted its technical proposal vide its Letter No.

..... dated based on the association of M/s (Consortium partners) AND WHEREAS it is a condition for the award of contract to (Bidder's Name) that (Bidder's Name) and its Consortium partners M/s would be jointly and severally bound and shall be responsible to the PURCHASER for the successful performance of the system fully meeting the parameters guaranteed as per the PURCHASER's specifications in terms of the Contract. NOW, THEREFORE, THIS UNDERTAKING witnesseth as under:

1. That consideration of the award of Contract by the PURCHASER (herein after referred to as the 'Contract') we, the Consortium partners and CONTRACTOR do hereby declare and guarantee that we shall be jointly and severally bound unto to the NLC India Limited, (PURCHASER) for the successful performance of the system fully meeting the guaranteed parameters as per the contract and further shall be fully responsible for the correctness of design, manufacture, supply, transport, insurance, erection supervision, testing and commissioning of the system in accordance with the Contract specifications. Further, we, the Consortium partners and the CONTRACTOR hold ourselves jointly responsible for the timely execution of all activities in accordance with the contract.
2. Without prejudice to the generality of the undertaking in para -1 above, the methods of achieving the objectives set forth above shall be as follows:
 - a. The Consortium partners shall be responsible for the preparation of all design, design calculation and manufacturing drawings for the system and shall provide all additional necessary technical assistance to (Bidder's Name) for the portion of the work to be performed by (Bidder's Name) in India. Further the Consortium partners shall extend their quality surveillance to (Bidder's Name) during manufacture at CONTRACTOR's work and/or at the PURCHASER's project site. Without prejudice to the overall responsibility of the Consortium partners as to the

successful commissioning and performance of the system, the Consortium partners shall in addition despite his technical experts from time to time to the CONTRACTOR's works/ PURCHASER and the CONTRACTOR in accordance with the stipulation in the Contract.

- b. The Consortium partners will be fully responsible for the quality of manufacture and the timely delivery of all the major components of system manufactured at his works or at his CONTRACTOR's work for incorporation in the equipment as per the Contract Schedule.
 - c. The CONTRACTOR shall be responsible to manufacture that portion of the equipment to be manufactured at his works or at the sub-Contractor's works as per the Consortium partners design and the Consortium partner's quality acceptance level. Further the CONTRACTOR shall supervise the erection, commissioning of the system as per the contract in accordance with the Consortium partner's advice, procedure and guidance.
3. In the event of any breach in the performance of the obligations set forth above, we the collaborator and the CONTRACTOR, shall jointly and severally pay the loss or damage to the PURCHASER on his demand. Further we the Consortium partners and the CONTRACTOR, jointly and severally undertake to pay to the PURCHASER the liquidated damages arrived at in accordance with the provisions of the Contract, in the event of any delay in supply or in completion of functional test including commissioning of the system without any demur, reservations, protest and recourse. Further, any extension of time, relaxation or indulgence by the PURCHASER to the CONTRACTOR/ Consortium partners shall not prejudice the rights of the PURCHASER under this undertaking against the Consortium partners of the CONTRACTOR.
4. We, the Consortium partners and the CONTRACTOR agree that this undertaking shall be irrevocable and further agree that this undertaking shall continue to be enforceable till the end of warranty period under the Contract. We further agree that this undertaking shall without prejudice to the various liabilities of the CONTRACTOR including his Contract Performance Guarantee as well as his other obligations in terms of the Contract.
5. The Performance, rights and responsibility of the party shall be in accordance with the Contract and further the liability of the CONTRACTOR/ Consortium partners under this Undertaking shall not in any case exceed the limits as stipulated in the Contract.
6. As a security, the Collaborator, apart from the CONTRACTOR's Performance Guarantee, shall furnish a Performance Guarantee from his Bank, in the form acceptable to the PURCHASER, in favour of the PURCHASER, prior to signing of the Contract. The value of the Guarantee shall be 5% 0.05% value of the supplies /services to be made by the Consortium partners and it shall be guaranteed towards the faithful performance/compliance of this Deed of Undertaking in accordance with the terms and conditions specified herein. The Guarantee shall be irrevocable and valid for the entire period of the contract, namely till end of the warranty period of the Contract or after three months. The guarantee amount shall be payable to the PURCHASER on demand without any condition whatsoever.

IN WITNESS WHEREOF the Consortium partners and the CONTRACTOR have through their authorised representatives executed this Undertaking and affixed common seals of their respective companies, on the day, month and year first

above mentioned.

.....
(Signature)

.....
(Name in Block Letters)

.....
(Signature)

.....
(Name in Block Letters)

.....
(Official address)
For CONTRACTOR.

Name :

Designation :

Common seal of the Company.

.....

.....

(Official address)

For Consortium partners

Name

Designation :

Common seal of the company.

DATE :

CO-OPERATION AGREEMENT FOR JOINT BIDDING (CAJB)
BETWEEN
BHARAT HEAVY ELECTRICALS LTD (BHEL) – ELECTRONICS DIVISION
AND
M/s. _____

Sub: Co-operation Agreement for Joint Bidding for NLC India Limited, Neyveli for installation of 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman.

Ref: NLCIL Tender No. CO CONTS/0012E/PV Solar-BESS/ICB/Andaman/2017, dt.26.04.2017 due on 03-08-2017

- 1) NLCIL has invited International Competitive Bidding for design, engineering, manufacturing, system integration, pre-shipment testing at works, packing, delivery, unloading, storage, installation & commissioning, training and fine-tuning of 2 x 10 MW (AC) Grid interactive Solar PV Power Plant and integrated with 28 MWhr. Battery Energy Storage System alongwith Operation & Maintenance for 25 years at project site.

2) PRE-QUALIFICATION REQUIREMENTS (PQR) of Tender:

- 2.1 Bidder should have executed contracts of Design/Engineering, Supply Erection/Supervised erection, commissioning of Solar PV Power Plant(s) with cumulative capacity of 10MWp or above as on the original scheduled date of tender opening and out of which at least one Solar PV Power Plant shall be of minimum 5MWp capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening.

AND

- 2.2 Bidder should have executed contracts of Design/Engineering, Supply, Erection/Supervised erection, commissioning of Battery Energy storage system with Cumulative capacity of 2.5 MWhr. or above as on the original scheduled date of tender opening and out of which at least one Battery Energy Storage System shall be of minimum 1.0 MWhr. capacity or above and should be in successful operation for at least one year within the last 7 years as on the original scheduled date of tender opening.

OR

- 2.3 Bidder can also be a leader of a consortium consisting of not more than three firms, such that together they meet the Qualifying Requirements stipulated in clause 2.1 (a) and (b) above and the members of the consortium should furnish back-up Bank Guarantee as required in the relevant clauses. In case of bidding by a Consortium, the consortium partners shall necessarily identify a leader of the Consortium who will furnish the Consortium Agreement and the consortium partners shall execute a Joint

Deed of Undertaking in which the partners are jointly and severally liable to the Owner for successful performance of the contract.

Bharat Heavy Electricals Ltd – Electronics Division, Mysore Road, Bangalore-560026 having its head office at BHEL House, Siri Fort, New Delhi – 110049, shall be participating in this ICB tender as per the option 2.3 above of PQR. For this purpose, BHEL will be associating with a Battery Energy storage system supplier who meets the PQR stipulated at Sl. No. 2.2 above.

In order to select the techno-commercially best and price wise lowest party and enter into a pre-bid tie-up, BHEL had called for Techno-commercial and price quotations from approved vendors through an Open tender dated 02nd August 2017. As an outcome of the evaluation of proposals received from approved vendors, M/s. _____ has been selected as BHEL's Associate for Bidding for referred NLCIL tender and BHEL has entered into a Consortium Agreement dated ____ Aug 2017 with M/s- _____. On the basis of this Agreement, BHEL is now entering into this Project Specific Co-operation Agreement for Joint Bidding (CAJB) to participate in the Tender for 2 x 10 MW (AC) Grid interactive Solar PV Power Project integrated with 28 MWhr. Battery Energy Storage System at Attam Pahad and at Dolly Gunj, Port Blair, South Andaman.

This Co-operation Agreement for Joint Bidding (CAJB) is signed between BHEL, hereinafter referred to as Bidder and M/s. _____ hereinafter referred to as Associate Bidder in order to bind both the parties to the Terms & Conditions and agreement reached hereupon.

- 1) The following has been understood and agreed upon by both parties :
 - i. BHEL and M/s. _____ shall jointly Bid for subject project and it is hereby understood that M/s. _____ shall associate with BHEL as their exclusive / preferred partner by way of preferential and lowest pricing, for jointly bidding for this Tender **with the intention of bagging this order jointly**. As a guarantee to this agreement, _____ shall submit to BHEL, a CAJB guarantee amounting to 1% of the Associate's share either in the form of a BG (from BHEL approved Bank as per List enclosed) or by way of Demand Draft (DD), which shall be returned to Associate in case of award of contract and receipt of order from NLCIL or NLCIL finally awarding the contract to any other Bidder or NLCIL deciding to shelve the project.
 - ii. The scope of supply, work and services of M/s _____ are as submitted by them in response and in full compliance to the Tender specifications and **subsequent corrigenda issued from time to time, of NLCIL**, and is enclosed as Annexure-__ to this CAJB. However, _____ agrees that in the view of NLCIL, any additional supplies, works or services that are deemed necessary for complying to Tender specifications, shall be provided by _____ without any implications on Price, Delivery or Guarantees, to BHEL and / or NLCIL.
 - iii. BHEL will be submitted an EMD in form of a BG for rs.4,60,00,000/- to NLCIL as EMD for participating in referred NLCIL tender. M/s _____, who has been selected as BHEL's Associate for Bidding for referred NLCIL tender, on their part, agrees to furnish a back-up guarantee to BHEL in the form of a BG (from BHEL approved Bank as per List enclosed) in proportion to their share, for the EMD
 - iv. In case BHEL is selected by NLCIL for award of contract, M/s. _____ agrees to furnish an on-demand back-up bank guarantee (from BHEL approved Bank

as per List enclosed) for a value equal to 5% (five percent) of their share of work, to NLCIL as a part of the Contract Performance Guarantee.

- v. As per the requirement of tender, BHEL and M/s _____ shall jointly sign and submit a Deed of Joint Undertaking (DJU) as per format enclosed at Annexure-1, which will be a part of the Techno-commercial Bid to NLCIL.
- vi. In case BHEL is awarded the contract by NLCIL, this CAJB for pre-bid tieup along with the Consortium Agreement shall form the basis for working together and shall be a back to back agreement for placement of purchase order by BHEL for Battery Energy Storage System and auxiliaries and associated services as per the Scope of Supply, Works and Services (Enclosed at Annexure-xx) on M/s. _____ during project execution.
- vii. The tender conditions stipulates that the Techno-commercial Bids shall remain valid for 8 months (243 days) from date of (Techno-Commercial) Bid opening and the Price Bids shall remain Valid for 243 days from opening of (Price) Bids. M/s. _____ hereby agrees that their proposal shall remain valid till 243 days from date of bid opening by NLCIL and validity shall be further extended by M/s _____ as required by NLCIL and BHEL till a confirmed Purchase order is issued by BHEL on _____.
- viii. Subsequent to submission of (Techno-commercial and Price) Bid by BHEL and M/s. _____, NLCIL shall evaluate the Bids and later may call Bidders for negotiation of to participate in Reverse Auction. At that stage M/s _____ Agrees that the prices shall be negotiated by BHEL with M/s. _____, and M/s _____ shall again review their prices and furnish most competitive lowest prices at that stage to enable BHEL to bag the order..
- ix. The terms and conditions stipulated by NLCIL shall apply on back-to-back basis on both BHEL and NARADA and have been confirmed for compliance by M/s _____. There terms & conditions become an integral part of this CAJB and are enclosed at Annexure-2. Further any specific Terms & Conditions which may be agreed upon between BHEL and _____ shall be signed in the Consortium Agreement, which shall also form part of this CAJB. The terms & Conditions of this CAJB and the Consortium agreement shall form part of the Purchase order that may be placed by BHEL during execution, in case the order is bagged by BHEL-_____ consortium.
- x. The Penalties / Liquidated Damages, if any, levied by NLCIL shall be borne and shared by BHEL and M/s. _____ in accordance and in proportion with their respective value of share and scope of work determined under the contract.
- xi. The Commercial Conditions of Contract, as listed in the tender documents, are enclosed as Annexure-xx to this CAJB and shall be adhered to by both Parties as and where applicable for respective scope of work of parties.
- xii. The Time schedule stipulated by NLCIL is enclosed to this CAJB as Annexure-4, and BHEL and M/s. NLCIL shall be jointly responsible for completion of all tasks as per the work schedule.
- xiii. Payment Terms of NLCIL (Schedule-6) of Tender specifications shall be applicable to both BHEL and NARADA on back-to-back basis.
- xiv. The Warranty and Guarantee conditions of contract shall be applicable on back-to-back basis as per the Tender conditions of contract,.

- 2) Limitation of liability: "Subject to any other clause relating to the liability of the parties, in no event parties will be liable for any consequential damages and the aggregate liability of either of the parties under this contract / Joint bid shall in no event exceed 100% of contract value except in cases of criminal neglect or willful misconduct.

3) Confidentiality

Either party shall keep other party's information confidential. The information which needs to be kept confidential shall be marked as "confidential" by the disclosing party while making disclosure. This confidentiality obligation of either party shall remain for a period of 5 years from expiry of the agreement.

4) Mutual Arbitration Clause: Shall be as in the Consortium agreement between BHEL and M/s _____

Any dispute in respect of which amicable settlement has not been reached within thirty days period shall be finally and conclusively settled by arbitration in accordance with The Arbitration and Conciliation Act, 1996 and any other enactment or modification thereof for the time being in force. The following provisions shall apply to any arbitration proceedings:

- a) Each party shall appoint its own Arbitrator and bear the cost of its own Arbitrator, these two shall appoint a mutually acceptable Lead Arbitrator, whose cost shall be borne equally.
- b) The language to be used in the arbitration proceedings shall be English.
- c) The place of arbitration shall be Bangalore.
- d) The arbitration shall be carried out in accordance with the Arbitration laws of India.
- e) The award shall be final and binding.
- f) Each of the Parties shall bear their respective costs.
- g) Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction at Pune for preliminary injunctive relief without breach of this arbitration provision.

In agreement to the above, this CAJB has been signed as under by Authorised signatories of both BHEL and M/s _____

M/s _____

BHEL

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

_____. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in

order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the separate “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” framed by the Principal.

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his sub-contractors a commitment consistent with this Integrity Pact. This commitment shall be taken only from those sub-contractors whose contract value is more than 20% of Bidder's/ Contractor's contract value with the Principal.
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or

take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

- 9.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

For & On behalf of the Bidder/ Contractor
(Office Seal)

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address)_____
