



**TAMILNADU TRANSMISSION CORPORATION LIMITED**  
**CHENNAI**

**BIDDING DOCUMENT FOR**

**SUPPLY AND ERECTION OF 14 NOS 100MVA,230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS .**

**(Package No. - 57)**

**JAPANESE ODA LOAN No. ID-P224**

**TAMILNADU TRANSMISSION SYSTEM IMPROVEMENT PROJECT**

**BID IDENTIFICATION NUMBER: TANTRANSOCO/ T BID NO.T- 2237**

**THIS BID DOCUMENT COMPRISES OF THE FOLLOWING TWO BOUND VOLUMES:**

**VOLUME- I**

COMMERCIAL BIDDING DOCUMENT FOR SUPPLY AND ERECTION OF 14NOS 100MVA,230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS AS PER "SINGLE STAGE – TWO ENVELOPE" PROCEDURE CONTAINING JICA SAMPLE BIDDING DOCUMENT, BID DATA SHEET, EVALUATION AND QUALIFICATION CRITERIA, BIDDING FORMS, EMPLOYER'S REQUIREMENTS, GENERAL CONDITIONS OF CONTRACT, PARTICULAR CONDITIONS OF CONTRACT, CONTRACT FORMS, ETC.

**VOLUME- II**

TECHNICAL BIDDING DOCUMENT FOR SUPPLY AND ERECTION OF 14NOS 100MVA, 230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS .

**OFFICE OF CHIEF ENGINEER/TRANSMISSION  
TAMILNADU TRANSMISSION CORPORATION LIMITED  
144, ANNA SALAI  
CHENNAI 600 002 (INDIA)**

**TELEPHONE No. - 91-44-2852 1106 / 2852 1204.  
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**TAMILNADU TRANSMISSION CORPORATION LIMITED  
CHENNAI**

**(JAPANESE ODA LOAN FINANCED PROJECT)**

**BIDDING DOCUMENT FOR**

**SUPPLY AND ERECTION OF 14 NOS 100MVA,230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS.**

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**VOLUME- I**

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**CHIEF ENGINEER/TRANSMISSION  
TAMILNADU TRANSMISSION CORPORATION LIMITED  
144, ANNA SALAI  
CHENNAI 600 002 (INDIA)**

**Overview:**

Government of Tamil Nadu has accorded in principle approval in the G.O. Ms. No.114 dated 08.10.2008 for re-organization of TNEB by forming a holding Company under the name TNEB Limited and creation of two Subsidiary Companies viz. TANGEDCO Ltd, and TANTRANSCO Ltd, all of which will be fully owned by the Government of Tamil Nadu.

2.2 Tamil Nadu Transmission Corporation Limited (TANTRANSCO) has been incorporated on 15.06.2009 as ordered in G.O.Ms.No.38 dated 21.05.2009. Certificate of Commencement of Business obtained on 11.12.2009.

2.3 TANTRANSCO has also been notified as the “State Transmission Utility” in the G.O.Ms.No.119 Dt. 20.12.2010.

**OFFICE OF CHIEF ENGINEER/TRANSMISSION  
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# VOLUME – I

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# TAMILNADU TRANSMISSION CORPORATION LIMITED CHENNAI

## Invitation for Bids

Name of Country: INDIA

Date of Loan agreement: 28.09.2012

Loan Agreement No.: **ID-P224**

Project Name: "TamilNadu Transmission System Improvement Project."

Reference ID No: JICA/TANTRANSCO

### (PACKAGE NO.57)

#### **NAME OF PACKAGE:**

SUPPLY AND ERECTION OF 14NOS 100MVA, 230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS .

**1.** INDIA has received a Loan from Japan International Cooperation Agency (JICA) towards the cost of TamilNadu Transmission System Improvement Project against the Loan Agreement dated 28.09.2012. It is intended that part of the proceeds of this Loan will be applied to eligible payments under the contract for construction of EHV Sub stations in various parts of the state of TamilNadu on Total Turnkey basis through "International Competitive Bidding" procedure.

**2.** The TamilNadu Transmission Corporation Limited now invites Bids from eligible Bidders for the following:

Package No.	Bid Identification No.	Particulars	Bid Security		Bid submission/ Opening date
			JPY	INR	
<b>57</b>	<b>TANTRANSCO/ T Bid No. T- 2237</b>	<b>SUPPLY AND ERECTION OF 14 NOS 100MVA, 230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS .</b>	<b>¥ 36.35 Million</b>	<b>Rs. 225.11 Lakhs</b>	Submission end : 14. 06.2022 14.00Hrs. Opening : 15. 06.2022 15.00Hrs.

The bidding under this Tender is electronic bid submission though website <https://tntenders.gov.in/nicgep/app> only. Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

**3.** International competitive bidding will be conducted by “SINGLE STAGE – TWO ENVELOPE TENDER SYSTEM UNDER E -TENDERING PROCEDURE” in accordance with JICA’s **Procurement Guidelines**.

**4.** Interested eligible Bidders may obtain further information at the office at the address given below on any working day between **10.30 Hrs** and **17.15 Hrs**. The bid documents are available in the website <https://tntenders.gov.in/nicgep/app> and can be downloaded at **free of cost**.

**5.** The bidders are required to register on <http://tntenders.gov.in/nicgep/app> prior to downloading bid documents and submitting the bids. Any amendments and clarifications on bid documents will be posted in <http://tntenders.gov.in/nicgep/app> for the information of the bidders.

**6.** Bids submitted by Post/Telex/Fax/Telegram/E-Mail or in Person will not be accepted.

**7. GENERAL:**

The employer will not be responsible for any costs or expenses incurred by bidders in connection with the preparation including the costs and expenses resisted to site visits.

**8. SCHEDULE FOR RECEIPT AND OPENING OF E- BID:**

1	Tender document download start date and time	13.05.2022 @ 17.00 Hrs
2	Clarification start date and time	16.05.2022 @ 17.00 Hrs
3	Clarification end date and time	27 .05.2022 @ 17.00 Hrs - Editable copy of clarification to be emailed.
4	Pre- meeting date and time	Due to Covid-19 Pandemic situation, pre bid meeting may not be conducted and the clarification received from bidder through e-mail shall be considered.
5	Submission of Bid security BG (Two hours before the time and date of closing of Bid submission)	14 .06.2022 @ 12.00 Hrs
5	E-tender submission start date and time	01.06.2022 @ 12.00 Hrs
6	E-tender submission end date and time	<b>14 .06.2022 @ 14.00 Hrs</b>
7	Date & time of opening of e-tender Part-I	<b>15 .06.2022 @ 15.00 Hrs</b>

**9. Address for Communication:**

Chief Engineer / Transmission,  
Room No.401, IV Floor, Southern wing,  
TANTRANSCO Head Quarters,  
144, Anna Salai, Chennai-600 002.  
INDIA.

Telephone : 91-44-2852 1106/ 2852 1204.

Fax No : 91-44-2855 5539 / 2852 1107.

Email: [cetr@tnebnet.org](mailto:cetr@tnebnet.org)

**10. ASSISTANCE TO BIDDERS:**

- a. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk.

## **Section I. Instructions to Bidders**

### **Notes on Instructions to Bidders**

Section I, Instructions to Bidders, provides the information necessary for Bidders to prepare responsive bids in accordance with the requirements of the Employer as detailed in Bid Data Sheet (BDS). It also gives information on bid submission, opening, and evaluation, and on the award of the Contract.



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### A. General

- 1. Scope of Bid**
  - 1.1 The Employer, as **indicated in the Bid Data Sheet (BDS)**, issues these Bidding Documents for the procurement of Plant and Installation Services as specified in Section VI, Employer's Requirements. The reference identification number of the contract, if any, is **provided in the BDS**.
  - 1.2 Unless otherwise stated, throughout this Bidding Documents definitions and interpretations shall be as prescribed in Section VII, General Conditions.
- 2. Source of Funds**
  - 2.1 The Borrower **indicated in the BDS** has applied for or received a Japanese ODA Loan from Japan International Cooperation Agency (hereinafter referred to as "JICA"), with the number, in the amount and on the signed date of the Loan Agreement **indicated in the BDS**, towards the cost of the project **named in the BDS**. The Borrower intends to apply a portion of the proceeds of the loan to eligible payments under the Contract(s) resulting for which these Bidding Documents are issued.
  - 2.2 Disbursement of a Japanese ODA Loan by JICA will be subject, in all respects, to the terms and conditions of the Loan Agreement, including the disbursement procedures and "Guidelines for Procurement under Japanese ODA Loans". No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to loan proceeds.
  - 2.3 The above Loan Agreement will cover only part of the project cost. As for the remaining portion, the Borrower will take appropriate measures for finance.
- 3. Fraud and Corruption**
  - 3.1 It is JICA's policy to require that Bidders and Contractors, as well as Borrowers under contracts funded with Japanese ODA Loans and other Japanese ODA, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, JICA:
    - (a) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; and
    - (b) will recognize a Bidder or Contractor as ineligible, for a period determined by JICA, to be awarded a contract funded with Japanese ODA Loans if it at any time determines that the Bidder or the

Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing another contract funded with Japanese ODA Loans or other Japanese ODA.

- (c) Will recognize a contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the contractor or sub contractor, who has a direct contract with the contractor, is debarred under the cross debarment decisions by the Multilateral Development Banks. Such period of ineligibility shall not exceed three (3) years from (and including) the date on which the cross debarment is imposed.

“Cross debarment decisions by the Multilateral development Banks” is a corporate sanction in accordance with the agreement among the African Development Bank Group, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and the World Bank Group signed on 9 April, 2010 (as amended from time to time). JICA will recognize the World Bank Group’s debarment of which period exceeds one year, imposed after 19 July, 2010, the date on which the World Bank Group started cross debarment, as “cross debarment decisions by the Multilateral Development Banks.”

The list of debarred firms and individuals is available at the electronic address **specified in the BDS**.

JICA will recognize a Bidder or Contractor as ineligible to be awarded a contract funded with Japanese ODA Loans if the Bidder or Contractor is debarred by the World Bank Group for the period starting from the date of the Invitation for Bid, if prequalification has not been conducted; or the date of Advertisements for Prequalification, if prequalification has been conducted, up to the signing of the contract, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision.

If it is revealed that the Contractor was ineligible to be awarded a contract according to the above, JICA will, in principle, impose sanctions against the Contractor.

If it is revealed that a Subcontractor, who has a direct contract with the Contractor, was debarred by the World Bank Group on the subcontract date, JICA will, in principle, require the Borrower to have

the Contractor cancel the subcontract immediately, unless (i) such debarment period does not exceed one year, or (ii) three (3) years have passed since such debarment decision. If the Contractor refuses, JICA will require the Borrower to declare invalidity or cancellation of the contract and demand the refund of the relevant proceeds of the Loan or any other remedies on the grounds of contractual violation.

- 3.2 Furthermore, Bidders shall be aware of the provision stated in Section VII. General Conditions (GC 42.2.1 (c)).

#### **4. Eligible Bidders**

- 4.1 A Bidder may be a single entity or any combination of such entities in the form of a joint venture or association (JVA) with the formal intent, as evidenced by a letter of intent, to enter into an agreement or under an existing agreement. In the case of a JVA:
- (a) all partners to the JVA shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; and
  - (b) the JVA shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the partners of the JVA during the bidding process, and in the event the JVA is awarded the Contract, during contract execution.
- 4.2 A Bidder and all partners constituting the Bidder shall be from an eligible source country as listed in Section V, List of Eligible Countries of Japanese ODA Loans.
- 4.3 A Bidder and all partners constituting the Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- (a) a Bidder has been engaged by the Employer to provide consulting services for the preparation related to procurement for or implementation of the project;
  - (b) a Bidder is any associates/affiliates (inclusive of parent firms) of a firm or an organization mentioned in subparagraph (a) above; or
  - (c) a Bidder lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of

the project, if the personnel would be involved in any capacity on the same project.

- 4.4 A Bidder shall submit only one bid in the same bidding process, either individually as a Bidder or as a partner of a JVA. A Bidder who submits or participates in, more than one bid will cause all of the proposals in which the Bidder has participated to be disqualified. No Bidder can be a subcontractor while submitting a bid individually or as a partner of a JVA in the same bidding process. A Bidder, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity.
- 4.5 A Bidder, that has been determined to be ineligible by JICA in accordance with ITB Clause 3, shall not be eligible to be awarded a Contract.
- 4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.
- 4.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

**5. Eligible Plant and Installation Services**

- 5.1 The Plant and Installation Services to be supplied under the Contract shall have their origin in eligible source countries as defined in ITB 4.2 above and all expenditures under the Contract will be limited to such Plant and Installation Services.
- 5.2 For purposes of ITB 5.1 above, “origin” means the place where the plant, or component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

**B. Contents of Bidding Documents**

**6. Sections of Bidding Documents**

- 6.1 The Bidding Documents consists of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB 8.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. List of Eligible Countries of Japanese ODA Loans

**PART 2 Employer's Requirements**

- Section VI. Employer's Requirements

**PART 3 Conditions of Contract and Contract Forms**

- Section VII. General Conditions (GC)
- Section VIII. Particular Conditions (PC)
- Section IX. Contract Forms

- 6.2 The Invitation for Bids issued by the Employer is not part of the Bidding Documents.
- 6.3 The Employer is not responsible for the completeness of the Bidding Documents and its addenda, if they were not obtained directly from the source stated by the Employer in the Invitation for Bids.
- 6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**7. Clarification of Bidding Documents, Site Visit, Pre-Bid Meeting**

- 7.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Employer in writing at the Employer's address **indicated in the BDS** or raise his enquiries during the pre-bid meeting if provided for in accordance with ITB 7.4. The Employer will respond to any request for clarification, provided that such request is received no later than **twenty-eight (28) days** prior to the deadline for submission of bids. The Employer's response shall be in writing with copies to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the Employer deem it necessary to amend the Bidding Documents as a result of a request for clarification, it shall do so following the procedure under ITB 8 and ITB 23.2.

- 7.2 The Bidder is advised to visit and examine the site where the plant is to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the provision of Plant and Installation Services. The costs of visiting the site shall be at the Bidder's own expense.
- 7.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such visit, but only upon the express condition that the Bidder, its personnel, and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.
- 7.4 The Bidder's designated representative is invited to attend a pre-bid meeting, if **provided for in the BDS**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.5 The Bidder is requested, as far as possible, to submit any questions in writing, to reach the Employer not later than one (1) week before the meeting.
- 7.6 Minutes of the pre-bid meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents in accordance with ITB 6.3. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITB 8 and not through the minutes of the pre-bid meeting.
- 7.7 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

**8. Amendment of Bidding Documents**

- 8.1 At any time prior to the deadline for submission of bids, the Employer may amend the Bidding Documents by issuing addenda.
- 8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Employer in accordance with ITB 6.3.



- 8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB 23.2.

### **C. Preparation of Bids**

- 9. Cost of Bidding** 9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 10. Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 11. Documents Comprising the Bid** 11.1 The Bid submitted by the Bidder shall comprise the following:
- (a) Letter of Bid;
  - (b) Completed schedules as required, including Price Schedules, in accordance with ITB 12 and 17;
  - (c) Bid Security, in accordance with ITB 20;
  - (d) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans, which shall be signed and dated by the Bidder's authorized representative, in accordance with ITB 12;
  - (e) Alternative bids, if permissible, in accordance with ITB 13;
  - (f) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 21.2;
  - (g) documentary evidence established in accordance with ITB 14.1 that the Plant and Installation Services offered by the Bidder in its bid or in any alternative bid, if permitted, are eligible;
  - (h) documentary evidence in accordance with ITB 15 establishing the Bidder's eligibility and qualifications to perform the contract if its Bid is

accepted;

- (i) documentary evidence established in accordance with ITB 16 that the Plant and Installation Services offered by the Bidder conform to the Bidding Documents;
- (j) in the case of a bid submitted by a JVA, JVA agreement, or letter of intent to enter into a JVA including a draft agreement, indicating at least the parts of the Plant to be executed by the respective partners;
- (k) list of subcontractors, in accordance with ITB 16.2; and
- (l) any other document **required in the BDS**.

**12. Letter of Bid  
and Schedules**

- 12.1 The Bidder shall complete the Letter of Bid, including the appropriate Price Schedules, using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed as instructed in each form.

**13. Alternative  
Bids**

- 13.1 The BDS indicates whether alternative bids are allowed. If they are allowed, the BDS will also indicate whether they are permitted in accordance with ITB 13.3, or invited in accordance with ITB13.2 and/or ITB 13.4.
- 13.2 When alternatives to the Time Schedule are explicitly invited, a statement to that effect will be included in the BDS, and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITB 13.4 below, Bidders wishing to offer technical alternatives to the Employer's requirements as described in the Bidding Documents must also provide: (i) a price at which they are prepared to offer a plant meeting the Employer's requirements; and (ii) all information necessary for a complete evaluation of the alternatives by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, and proposed installation methodology and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer.
- 13.4 When bidders are **invited in the BDS** to submit alternative technical solutions for specified parts of the facilities, such parts shall be described in Section VI, Employer's Requirements. Technical alternatives that comply with the performance and technical criteria

specified for the Plant and Installation Services shall be considered by the Employer on their own merits, pursuant to ITB 35.

**14. Documents  
Establishing  
the Eligibility  
of the Plant  
and  
Installation  
Services**

- 14.1 To establish the eligibility of the Plant and Installation Services in accordance with ITB 5, Bidders shall complete the country of origin declarations in the schedule titled Plant Supplied from Abroad (Schedule 1), included in Section IV, Bidding Forms.

**15. Documents  
Establishing  
the Eligibility  
and  
Qualifications  
of the Bidder**

- 15.1 To establish its eligibility and qualifications to perform the Contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding information sheets included in Section IV, Bidding Forms.

**16. Documents  
Establishing  
Conformity of  
the Plant and  
Installation  
Services**

- 16.1 The Bidder shall furnish the information, including a statement of work methods, equipment, personnel, schedule, safety plan, and any other information stipulated in Section IV, Bidding Forms in sufficient detail to demonstrate substantial responsiveness of the Bidders' proposal to the work requirements and the completion time.
- 16.2 For major items of Plant and Installation Services as listed by the Employer in Section III, Evaluation and Qualification Criteria, which the Bidder intends to purchase or subcontract, the Bidder shall give details of the name and nationality of the proposed Subcontractors, including manufacturers, for each of those items. In addition, the Bidder shall include in its bid information establishing compliance with the requirements specified by the Employer for these items. Quoted rates and prices will be deemed to apply to whichever Subcontractor is appointed, and no adjustment of the rates and prices will be permitted.
- 16.3 The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements of ITB 4, and that any plant, or services to be provided by the Subcontractor comply with the requirements of ITB 5 and ITB 15.1.

**17. Bid Prices and  
Discounts**

- 17.1 Unless otherwise **specified in the BDS**, bidders shall quote for the entire Plant and Installation Services on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents in respect of the design, manufacture, including

procurement and subcontracting (if any), delivery, construction, installation and completion of the plant. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the plant and, where so required by the Bidding Documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the Bidding Documents, all in accordance with the requirements of the General Conditions. Items against which no price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed to be covered by the prices for other items.

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

17.3 Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules included in Section IV, Bidding Forms.

17.4 Depending on the scope of the Contract, the Price Schedules may comprise up to the six (6) schedules listed below. Separate numbered Schedules included in Section IV, Bidding Forms, from those numbered 1-4 below, shall be used for each of the elements of the Plant and Installation Services. The total amount from each Schedule corresponding to an element of the Plant and Installation Services shall be summarized in the schedule titled Grand Summary (Schedule 5), giving the total bid price(s) to be entered in the Letter of Bid.

Schedule No. 1 Plant (including Mandatory Spare Parts)  
Supplied from Abroad

Schedule No. 2 Plant (including Mandatory Spare Parts)  
Supplied from within the Employer's  
Country

Schedule No. 3 Design Services

Schedule No. 4 Installation and Other Services

Schedule No. 5 Grand Summary (Schedule Nos. 1 to 4)

## Schedule No. 6 Recommended Spare Parts

Bidders shall note that the plant and equipment included in Schedule Nos. 1 and 2 above **exclude** materials used for civil, building and other construction works. All such materials shall be included and priced under Schedule No. 4, Installation and Other Services.

17.5 In the Schedules, bidders shall give the required details and a breakdown of their prices as follows:

(a) Plant to be supplied from abroad (Schedule No. 1):

The price of the plant shall be quoted on CIP-named place of destination basis as **specified in the BDS**.

(b) Plant manufactured within the Employer's country (Schedule No. 2):

(i) The price of the plant shall be quoted on an EXW Incoterm basis (such as "ex-works," "ex-factory," "ex-warehouse" or "off-the-shelf," as applicable),

(ii) Sales tax and all other taxes payable in the Employer's country on the plant if the contract is awarded to the Bidder, and

(iii) The total price for the item.

(c) Design Services (Schedule No. 3).

(d) Installation and Other Services (Schedule No. 4) shall be quoted separately and shall include rates or prices for local transportation to named place of final destination as **specified in the BDS**, insurance and other services incidental to delivery of the plant, all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including operations and maintenance services, the provision of operations and maintenance manuals, training, etc., where identified in the Bidding Documents, as necessary for the proper execution of the installation and other services, including all taxes, duties, levies and charges payable in the Employer's country as of twenty-eight (28) days prior to the deadline for submission of bids.

(e) Recommended Spare Parts (Schedule 6) shall be quoted separately as specified in either subparagraph (a) or (b) above in accordance with

the origin of the spare parts.

17.6 The current edition of Incoterms, published by the International Chamber of Commerce shall govern.

17.7 The prices shall be either fixed or adjustable as **specified in the BDS.**

17.8 In the case of **Fixed Price**, prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non responsive and rejected.

17.9 In the case of **Adjustable Price**, prices quoted by the Bidder shall be subject to adjustment during performance of the contract to reflect changes in the cost elements such as labor, material, transport and contractor's equipment in accordance with the procedures specified in the corresponding Appendix to the Contract Agreement. A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. Bidders are required to indicate the source of labor and material indices in the corresponding Form in Section IV, Bidding Forms.

17.10 If so indicated in ITB 1.1, bids are being invited for individual lots (contracts) or for any combination of lots (packages). Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify in their Letter of Bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package, and the manner in which the price reductions will apply.

17.11 Bidders wishing to offer any unconditional discount shall specify in their Letter of Bid the offered discounts and the manner in which price discounts will apply.

#### **18. Currencies of Bid and Payment**

18.1 The currency(ies) of the bid and the currency(ies) of payments shall be as **specified in the BDS.**

18.2 Bidders may be required by the Employer to justify, to the Employer's satisfaction, their local and foreign currency requirements.

#### **19. Period of Validity of Bids**

19.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Employer. A bid valid for a shorter period shall be rejected by the Employer as non responsive.

19.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Employer may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 20, the Bidder granting the request shall also extend the Bid Security for twenty-eight (28) days beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB 19.3.

19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted by a factor or factors specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

## **20. Bid Security**

20.1 The Bidder shall furnish a Bid Security as part of its bid in the amount and currency **specified in the BDS.**

20.2 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security shall be a demand guarantee in any of the following forms at the Bidder's option:

- (a) an unconditional guarantee issued by a bank or surety;
- (b) an irrevocable letter of credit;
- (c) a cashier's or certified check; or
- (d) another security indicated in the BDS,

from a reputable source from an eligible country. If the unconditional guarantee is issued by an insurance company or a bonding company located outside the Employer's Country, the issuer shall have a correspondent financial institution located in the Employer's Country to make it enforceable. In the case of a bank guarantee, the Bid Security shall be submitted either using the Bid Security Form included in Section IV, Bidding Forms, or in another substantially similar format approved by the Employer prior to bid submission. In either case, the form must include the complete name of the Bidder. The Bid Security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 19.2.

- 20.3 If a Bid Security is specified pursuant to ITB 20.1, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Employer as non responsive.
- 20.4 If a Bid Security is specified pursuant to ITB 20.1, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB 41.
- 20.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 20.6 The Bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB 40; or
    - (ii) furnish a Performance Security in accordance with ITB 41.
- 20.7 The Bid Security of a JVA shall be in the name of the JVA that submits the bid. If the JVA has not been constituted into a legally enforceable JVA at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent referred to in ITB 4.1.

## **21. Format and Signing of Bid**

- 21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 21.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as **specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or



initialed by the person signing the bid.

21.3 A bid submitted by a JVA shall comply with the following requirements:

- (a) Be signed so as to be legally binding on all partners; and
- (b) Include the Representative's authorization referred to in ITB 4.1 (b), consisting of a power of attorney signed by those legally authorized to sign on behalf of the JVA.

21.4 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

#### **D. Submission and Opening of Bids**

#### **22. Submission, Sealing and Marking of Bids**

22.1 Bidders shall enclose the original and each copy of the bid, including alternative bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL," "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

- (a) bear the name and address of the Bidder;
- (b) be addressed to the Employer in accordance with ITB 23.1;
- (c) bear the specific reference identification number of this bidding process, if any, as indicated in BDS 1.1; and
- (d) bear a warning not to open before the time and date for bid opening.

22.3 If all envelopes are not sealed and marked as required, the Employer will assume no responsibility for the misplacement or premature opening of the bid.

#### **23. Deadline for Submission of Bids**

23.1 Bids must be received by the Employer at the address and no later than the date and time **indicated in the BDS.**

23.2 The Employer may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB 8, in which case all rights and obligations of the Employer and Bidders previously subject to the deadline shall

thereafter be subject to the deadline as extended.

**24. Late Bids**

- 24.1 The Employer shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB 23. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

**25. Withdrawal, Substitution, and Modification of Bids**

- 25.1 A Bidder may withdraw, substitute or modify its bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 21.2, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) prepared and submitted in accordance with ITB 21 and ITB 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and
- (b) received by the Employer prior to the deadline prescribed for submission of bids, in accordance with ITB 23.

- 25.2 Bids requested to be withdrawn in accordance with ITB 25.1 shall be returned unopened to the Bidders.

- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Letter of Bid or any extension thereof.

**26. Bid Opening**

- 26.1 The Employer shall open the bids in public, in the presence of Bidders' designated representatives and anyone who choose to attend, and at the address, date and time **specified in the BDS.**

- 26.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Second, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding bid being substituted, and the substituted bid shall not be opened, but returned to the Bidder. No bid substitution shall be permitted unless the corresponding

substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at bid opening. Only bids that are opened and read out at bid opening shall be considered further.

- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and the Bid Price(s), including any discounts and alternative bids, and indicating whether there is a modification; the presence or absence of a Bid Security, and any other details as the Employer may consider appropriate. Only discounts and alternative bids read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 24.1.
- 26.4 The Employer shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts and alternative bids; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders.

### **E. Evaluation and Comparison of Bids**

- 27. Confidentiality** 27.1 Information relating to the evaluation of bids and recommendation of Contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
- 27.2 Any attempt by a Bidder to influence the Employer in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- 27.3 Notwithstanding ITB 27.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Employer on any matter related to the bidding process, it should do so in writing.
- 28. Clarification of Bids** 28.1 To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, the Employer may, at its discretion, ask any

Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and the response shall be in writing. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Employer in the evaluation of the bids, in accordance with ITB 32.

28.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Employer's request for clarification, its bid may be rejected.

**29. Deviations,  
Reservations,  
and Omissions**

29.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Documents; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

**30. Determination  
of  
Responsiveness**

30.1 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB11.

30.2 A substantially responsive bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
  - (i) affect in any substantial way the scope, quality, or performance of the Plant and Installation Services specified in the Contract;
  - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the proposed Contract; or
- (b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

30.3 The Employer shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section VI, Employer's Requirements have been met without any material deviation, reservation, or omission.

30.4 If a bid is not substantially responsive to the requirements of the Bidding Documents, it shall be rejected by the Employer and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

**31. Nonmaterial  
Nonconformities**

31.1 Provided that a bid is substantially responsive, the Employer may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.

31.2 Provided that a bid is substantially responsive, the Employer may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of its bid.

31.3 Provided that a bid is substantially responsive, the Employer shall rectify quantifiable nonmaterial nonconformities related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**32. Correction of  
Arithmetical  
Errors**

32.1 Provided that the bid is substantially responsive, the Employer shall correct arithmetical errors on the following basis:

- (a) where there are errors between the total of the amounts given under the column for the price breakdown and the amount given under the Total Price, the former shall prevail and the latter will be corrected accordingly;
- (b) where there are errors between the total of the amounts of Schedule Nos. 1 to 4 and the amount given in Schedule No. 5 (Grand Summary), the former shall prevail and the latter will be corrected accordingly; 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 arithmetical error, in which case the amount in figures shall prevail subject to (a) and (b) above.

32.2 If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be declared non-responsive.

**33. Conversion to Single Currency**

33.1 For evaluation and comparison purposes, the currency(ies) of the bid shall be converted into a single currency as **specified in the BDS.**

**34. Evaluation of Bids**

34.1 The Employer shall use the criteria and methodologies indicated in this Clause. No other evaluation criteria or methodologies shall be permitted.

**Technical Evaluation:**

34.2 The Employer will carry out a detailed technical evaluation of the bids not previously rejected to determine whether the technical aspects are in compliance with the Bidding Documents. **The bid that does not meet minimum acceptable standards of completeness, consistency and detail, and the specified minimum (or maximum, as the case may be) requirements for specified functional guarantees, will be rejected for non-responsiveness.** In order to reach its determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following:

- (a) overall completeness and compliance with the Employer's Requirements; conformity of the Plant and Installation Services offered with specified performance criteria, including conformity with the specified minimum (or maximum, as the case may be) requirement corresponding to each functional guarantee, as indicated in the Specification and in Section III, Evaluation and Qualification Criteria; suitability of the Plant and Installation Services offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid;
- (b) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services; and
- (c) other relevant factors, if any, listed in Section III,

### Evaluation and Qualification Criteria.

- 34.3 Where alternative technical solutions have been allowed in accordance with ITB 13, and offered by the Bidder, the Employer will make a similar evaluation of the alternatives. Where alternatives have not been allowed but have been offered, they shall be ignored.

#### **Economic Evaluation:**

- 34.4 To evaluate a bid, the Employer shall consider the following:
- (a) the bid price, excluding provisional sums and the provision, if any, for contingencies in the Price Schedules;
  - (b) price adjustment for correction of arithmetical errors in accordance with ITB 32.1;
  - (c) price adjustment due to discounts offered in accordance with ITB 17.11;
  - (d) price adjustment due to quantifiable nonmaterial nonconformities in accordance with ITB 31.3;
  - (e) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 33; and
  - (f) the evaluation factors indicated in Section III, Evaluation and Qualification Criteria.
- 34.5 If price adjustment is allowed in accordance with ITB 17.9, the estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- 34.6 If these Bidding Documents allow Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Letter of Bid, is specified in Section III, Evaluation and Qualification Criteria.
- 34.7 If the bid, which results in the lowest Evaluated Bid Price, is seriously unbalanced or front loaded in the opinion of the Employer, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Price Schedules, to demonstrate the internal consistency of those prices with the methods

and time schedule proposed. After evaluation of the price analyses, taking into consideration the terms of payments, the Employer may require that the amount of the Performance Security be increased at the expense of the Bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful Bidder under the Contract.

**35. Comparison of Bids**

35.1 The Employer shall compare all substantially responsive bids in accordance with ITB 34.4 to determine the lowest evaluated bid.

**36. Eligibility and Qualification of the Bidder**

36.1 The Employer shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 15.

36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Employer shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.

36.4 The capabilities of the manufacturers and subcontractors proposed in its Bid to be used by the lowest evaluated Bidder for identified major items of supply or services will also be evaluated for acceptability in accordance with Section III, Evaluation and Qualification Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a manufacturer or subcontractor be determined to be unacceptable, the Bid will not be rejected, but the Bidder will be required to substitute an acceptable manufacturer or subcontractor without any change to the bid price. Prior to signing the Contract, the corresponding Appendix to the Contract Agreement shall be completed, listing the approved manufacturers or subcontractors for each item concerned.



**37. Employer's  
Right to  
Accept Any  
Bid, and to  
Reject Any or  
All Bids**

37.1 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, Bid Securities, shall be promptly returned to the Bidders.

**F. Award of Contract**

**38. Award Criteria**

38.1 Subject to ITB 37.1, the Employer shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be eligible and qualified to perform the Contract satisfactorily.

**39. Notification of  
Award**

39.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Employer will pay the Contractor in consideration of the execution and completion of the Plant and Installation Services (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price").

39.2 At the same time, the Employer shall also notify all other Bidders of the results of the bidding. After a contract has been determined to be eligible for financing under Japanese ODA Loans, the following information may be made public by JICA:

- (a) name of each Bidder who has submitted a bid;
- (b) their Bid Prices as read out at bid opening;
- (c) name and address of the successful Bidder, concerning the Award of Contract; and
- (d) award date and amount of the Contract.

39.3 After notification of award, unsuccessful Bidders may request, in writing, to the Employer a debriefing seeking explanations on the grounds on which their bids were not selected. The Employer shall promptly respond, in writing, to any unsuccessful Bidders who, after the notification of award in accordance with ITB 39.1, request a debriefing.

39.4 Until a formal contract is prepared and executed, the notification of award shall constitute a binding

Contract.

**40. Signing of  
Contract**

- 40.1 Promptly upon notification, the Employer shall send the successful Bidder the Contract Agreement.
- 40.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Employer.

**41. Performance  
Security**

- 41.1 Within twenty-eight (28) days of the receipt of notification of award from the Employer, the successful Bidder shall furnish the Performance Security in accordance with the General Conditions, subject to ITB 34.7, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Employer. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Employer. A foreign institution providing a Performance Security shall have a correspondent financial institution located in the Employer's Country.
- 41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Employer may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

## Section II. Bid Data Sheet

ITB Clause Reference	This Section includes provisions that are specific to each activity and provisions that supplement Section I, Instructions to Bidders. Whenever there is a conflict, the provisions herein shall prevail over those in Section I.		
A. General			
ITB 1.1	The name of the Employer is: <b>Tamil Nadu Transmission Corporation Limited, Chennai – 600 002 (Tamil Nadu) India.</b>		
ITB 1.1	The reference identification number of this bidding process is: <b>TANTRANSCO/T Bid No: T-2237</b>		
ITB 1.1	The Employer issues these Bidding Documents for the supply of Plant and Installation Services as specified in Section VI, Employer’s Requirements.		
ITB 1.1	The number and identification of the packages comprising this Contract is:		
	Package No.	Bid Identification No.	Package Name
	57	TANTRANSCO /T Bid No: T- 2237	SUPPLY AND ERECTION OF 14 NOS 100MVA, 230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS .
	<b>DETAILS OF WORKS:</b>  Major design details for manufacture, testing, supply and erection of 100 MVA, 230/110 KV Auto Transformers along with NIFPS shall be provided by Employer as per their standard practice. Any further design required for manufacture, testing, supply and erection of 100 MVA, 230/110 KV Auto Transformers will be under the scope of the bidder.  <b>ELECTRICAL:</b>  The scope of work includes Design, manufacture, testing, supply for Destination site basis, including transportation & insurance, storage, erection (including earthing and wiring), testing and commissioning of the following equipment/ items complete in all respects: <div><div>i.</div><div>14 Nos. of 100 MVA, 230/110 KV Auto Transformers with associated auxiliary equipment including Nitrogen Injection Fire Prevention system at various Substations in TANTRANSCO / Tamil Nadu.</div></div> <div><div>ii.</div><div>1.1 KV Grade Power &amp; various sizes of control cables along with complete accessories and earthing</div></div> Any other equipment/materials required to complete the specified scope.		

<b>ITB 2.1</b>	The name of the Borrower is: TANTRANSCO / <b>INDIA</b>
<b>ITB 2.1</b>	The number of the Loan Agreement : ID – P 224 The amount of a Japanese ODA Loan is: 6074 JPY Million The date of the Loan Agreement is: 28.09.2012.
<b>ITB 2.1</b>	The name of the Project is: <b>Tamil Nadu State Transmission System Improvement Project.</b>
<b>ITB 3.1 (C)</b>	A list of debarred firms and individuals is available at the world Bank's website: <a href="http://www.worldbank.org/debarr">www.worldbank.org/debarr</a>

<b>ITB 4.1</b>	<p><b>Following sub-clauses may be added:</b></p> <p>(c) The individuals or firms in a JVA shall be jointly and severally liable. Original copy of JVA Agreement in prescribed format (form of undertaking by the Joint Venture Partners) enclosed in section -IX, indicating joint and several liabilities among the parties to the Joint Venture, should be provided with the bid. JVA may be formed of a maximum of not more than <b>TWO</b> partners.</p> <p>(d) <b>Lead Partner of JVA:</b></p> <p>(i) One of the partner of the contract shall be designated as lead partner; this authorization shall be evidenced by submitting with the bid a power of attorney signed by legally authorized signatories. The joint venture/ consortium can be formed between bidders, suppliers, EPC Contractor in any combination.</p> <p>(ii) It would be essential for the Lead Partner to sign each &amp; every document in the bid submitted. Signature by any other JVA partners on the basis of Power of Attorney shall not be accepted.</p> <p>(iii) The lead partner shall sign and submit the Bid to Employer and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the JVA and will not give power of attorney to any other partner for submission of Bid. The payment for the works executed shall be paid to the lead partner, provided otherwise requested by the joint venture and agreed between the Employer and the lead partner.</p> <p>(iv) The lead partner and all partners shall be responsible for timely execution &amp; completion of all the activities according to the Bid Document.</p> <p>(v) An agreement for authorizing one partner to act as Lead partner in prescribed format (form of power of attorney for Joint Venture) enclosed in section -IX should be provided with the bid.</p> <p>(vi) Once contract is awarded on a company participating as Joint Venture concern, it may be explicitly noted that lead partner of the Joint Venture after award of contract shall not be permitted to change his status or any of the responsibilities on the basis of which the lead partner of Joint Venture has participated against bid invitation.</p> <p>(vii) The contract agreement between EMPLOYER and consortium / joint venture shall be signed by all members of the Joint venture.</p> <p>(viii) The consortium/ Joint Venture agreement, confirming the intent of all the members to form the consortium/joint venture should be submitted along with the Bid. It should also distinctly show the financial participation of each member of the consortium/ joint venture, scope of work and responsibilities of each member with regard to planning, execution and performance of the work under the entire scope of contract between Employer and consortium/joint venture.</p> <p>(ix) There shall be no conditional offer in the consortium/ joint venture agreement with regard to this Project.</p> <p>(x) The consortium/ joint venture formed for the purpose of this Project shall be valid till completion of the performance guarantee period.</p> <p>(xi) The bidder shall furnish copy of LOA with annexures and Performance certificate from the end user in support of bid qualification requirement along with bid documents.</p> <p><b>Bids not satisfying the above requirements are liable for rejection.</b></p>
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<b>B. Contents of Bidding Documents</b>	
<b>ITB 7.1</b>	<p>For clarification purposes only, the Employer's address is:</p> <p>Attention : <b>Chief Engineer/Transmission</b>  Address : <b>TamilNadu Transmission Corporation Limited.</b>  Room No.401, IV Floor, Southern wing,  TANTRANSCO Head Quarters,  144, Anna Salai</p> <p>City : <b>Chennai</b>  ZIP Code : <b>600 002</b>  Country : <b>India</b>  Telephone : <b>91-44-2852 1106 / 2852 1204/</b>  <b>91-44-28520131 - 140 Ext: 2259</b></p> <p>Facsimile  number : <b>91-044 – 2855 5539 / 2852 1107</b>  e-mail : <a href="mailto:cetr@tnebnet.org">cetr@tnebnet.org</a></p> <p>Bid document is available for viewing and downloading in <a href="http://www.tantransco.gov.in">http://www.tantransco.gov.in</a>, and <a href="http://tenders.tn.gov.in">http://tenders.tn.gov.in</a> and <a href="http://tntenders.gov.in/nicgep/app">http://tntenders.gov.in/nicgep/app</a>.  However Electronic bid submission is only through the website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a>.</p>
<b>ITB 7.4</b>	<p>Pre bid meeting will be conducted.  Date and Time of Pre bid meeting: . . . . .2021 @ 11.30 Hrs  Place of Pre bid meeting: Office of Chief Engineer/Transmission  Address : TamilNadu Transmission Corporation Limited.  Room No.401, IV Floor, Southern wing,  TANTRANSCO Head Quarters,  144, Anna Salai, Chennai : 600 002</p> <p>Site visit is permitted.</p>
<b>C. Preparation of Bids</b>	
<b>ITB 10.1</b>	The language of the bid is: " <b>English</b> ".
<b>ITB 11.1 (I)</b>	<p>The Bidder shall submit with its Technical Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1. Schedule of Commercial Deviation if any.</li> <li>2. Schedule of Technical Deviation if any.</li> <li>3. List of Plants &amp; Machinery and Testing facilities as per Vol. II.</li> <li>4. Type test certificate as per Volume II.</li> <li>5. Quality Assurance Plan as per Volume II.</li> <li>6. Other Schedules &amp; Forms duly filled-in as specified in the bidding documents.</li> </ol>
<b>ITB 11.1</b>	<p>The Bidder shall submit with its Price Bid the following additional documents:</p> <ol style="list-style-type: none"> <li>1.Letter of Price bid</li> <li>2.Country of Origin</li> </ol>
<b>ITB 12.1</b>	<p>The units and rates in figures are to be entered into the unprotected cells in the Price Schedules form. Other information to be supplied in the unprotected cells includes the name of the bidder. No other cells to be changed. Once the details in those cells have been filled-up, the bidder should save and submit the completed forms on-line without changing the file name. Price Schedules not presented accordingly may be considered nonresponsive. The bid may be</p>

	rejected if the form or file is found to be modified or altered by the bidder.																																																
<b>ITB 13.1</b>	Alternative bids are not permitted.																																																
<b>ITB 13.2</b>	Alternatives to the Time Schedule “shall not” be permitted.																																																
<b>ITB 13.4</b>	Alternative technical solutions “shall not” be permitted																																																
<b>ITB 17.1</b>	Bidders shall quote for the entire plants and services on a single responsibility basis.																																																
<b>ITB 17.4</b>	Schedule No.6: Recommended Spare Parts are not required.																																																
<b>ITB 17.4</b>	The Bidder is required to submit Schedule No.1. Plant Supplied from Abroad Schedule No.2. Plant Supplied from Within the Employer’s Country Schedule No.3. Design Services : Nil Schedule No.4.A. Incidental Expenses including Inland Freight and insurance to be incurred in Employer’s Country Schedule No.4.C. Installation Services to be incurred in Employer’s Country Schedule No. 5. Grand Summary																																																
<b>ITB 17.5 (a)</b>	<p><b>The Incoterm for quoting plant to be supplied from abroad is:</b> CIP-Project site basis including unloading at Site, as specified in Section-VI. (Prices details as per Schedule-1. BOQ provided in e-procurement portal as per Format on page 4-7 Section IV should be used).</p> <p>Place of destination:</p> <table><tr><th>Sno</th><th>Name Of The 230 KV SS</th><th>QTY in Nos.</th><th>Region</th></tr><tr><td>1</td><td>Kits Park</td><td>1</td><td>Chennai</td></tr><tr><td>2</td><td>Veerapuram</td><td>1</td><td>Chennai</td></tr><tr><td>3</td><td>Athipattu</td><td>1</td><td>Chennai</td></tr><tr><td>4</td><td>Thuvakudy</td><td>1</td><td>Trichy</td></tr><tr><td>5</td><td>Sankarapuram</td><td>1</td><td>Villupuram</td></tr><tr><td>6</td><td>Alandur</td><td>1</td><td>Trichy</td></tr><tr><td>7</td><td>Thanjavur</td><td>1</td><td>Trichy</td></tr><tr><td>8</td><td>Eachengadu</td><td>2</td><td>Trichy</td></tr><tr><td>9</td><td>KK Nagar</td><td>3</td><td>Chennai</td></tr><tr><td>10</td><td>Ennore</td><td>2</td><td>Chennai</td></tr><tr><td></td><td>TOTAL</td><td>14</td><td></td></tr></table>	Sno	Name Of The 230 KV SS	QTY in Nos.	Region	1	Kits Park	1	Chennai	2	Veerapuram	1	Chennai	3	Athipattu	1	Chennai	4	Thuvakudy	1	Trichy	5	Sankarapuram	1	Villupuram	6	Alandur	1	Trichy	7	Thanjavur	1	Trichy	8	Eachengadu	2	Trichy	9	KK Nagar	3	Chennai	10	Ennore	2	Chennai		TOTAL	14	
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<b>ITB 17.5 (b)</b>	<p>An EXW Incoterm basis and Cost of inland freight including unloading at project site and inland insurance in India for supply of Plant.</p> <p>(Prices of goods to be quoted on Ex-Works Incoterm basis for delivery at Project Sites as specified in Section-VI. (Prices details as per Schedule-2, BOQ provided in e-procurement portal as per format on page 4-8 of Section-IV should be used.)</p> <p>As per Goods and Services Tax (GST) 2017, all taxes, duties, levies, and charges payable in India for Installation and Other Services are subsumed into the GST</p> <p>It is categorically confirmed that GST applicable on supply of plants within the Employer’s country, on Installation Services as applicable in Employer’s country shall be paid by the contractor and shall be reimbursed by the Employer on submission of proof of documentary evidence.</p>																																																

<b>ITB 17.5 (c)</b>	Complete design details for substation, Tower structure, foundation and technical specification for all other associated materials and works shall be provided by the Employer as per their standard practice. Any further design and changes based on site conditions or Technological improvements that are required for the augmentation of Transformers work at the existing SS will be under the scope of the bidder.
<b>ITB 17.5 (d)</b>	<p>i. Charges for Incidental Expenses including Inland Freight and insurance to be incurred in Employer's Country should be quoted in Schedule-4 of BOQ</p> <p>It is desired that transportation of plant in India should be arranged only by road transport and accordingly offered inland freight and insurance charges should also take into account the facilities and cost required for unloading of consignment at project site. It is also desired that immediately after movement of consignment intimation by fax message should be given to the Employer indicating date of movement, expected period of transportation, size of packages/ consignment and transport weight so that after unloading and stacking, the employer could organize inspection.</p> <p>ii. Erection Charges should be quoted separately in Schedule-2 of BOQ (as per format on page 4-10 Section-IV)</p> <p>Any other charges or services as specified in the bidding document.</p>
<b>ITB 17.5 (e)</b>	Not applicable.
<b>ITB 17.7</b>	Prices quoted by the bidder shall be FIXED; Prices for Inland Freight & Insurance Charges for supply of Plants, Civil works (along with required material used for civil works) and Installation Services shall be FIXED.
<b>ITB 17.12</b>	<p>Following sub clause may be added in Clause 17;</p> <p>The Bidders are informed to ascertain availability of Taxes and duty Benefits ( viz., concessional customs duties, concessional taxes etc.,) extended to the Project by the Government of India/GOTN and have to quote accordingly. They are solely responsible for obtaining such benefits. Only requisite certificates/ documents will be issued by the Employer and reimbursement of taxes and duties will be based on the concessional taxes only.</p>
<b>ITB 18.1</b>	<p>Prices shall be quoted in the following currencies:</p> <p>The currency of the Bid shall be US Dollar (US \$) or Euro (€) or Japanese Yen (¥) or INR (₹). If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use not more than three currencies.</p> <p>(a) Plant to be supplied from abroad shall be quoted entirely in US Dollar (US \$) or Euro (€) or Japanese Yen (¥) or currency of Employer's country i.e. INR (₹).</p> <p>(b) Plant manufactured and to be supplied from within the Employer's country shall be quoted in the currency of the Employer's country i.e. INR (₹). In case of any deviation the bid shall be treated as non-responsive.</p> <p>(c) Erection work incurred in the Employer's country shall be quoted in currency of Employer's country i.e. INR (₹).</p>
<b>ITB 19.1</b>	The bid validity period shall be <u>180 days</u> from the date of opening of bid.
<b>ITB 19.3</b>	Not permitted



<b>ITB 20.1</b>	<p>The Bid Security amount required to be furnished for the entire scope of work covered under Bid Identification No. TANTRANSCO/T Bid No: T-2237 either in Japanese Yen (¥) or INR (₹) as indicated hereunder:</p> <p style="text-align: center;"><b>Amount of Bid Security in JPY (¥) = 36.35Million</b>  <b>Amount of Bid Security in INR (₹) = 225.11Lakhs</b></p> <p><b>The following conditions may be noted:-</b></p> <ol style="list-style-type: none"> <li>Bid Security shall also be acceptable in any freely convertible currency for the amounts equivalent to Japanese Yen as mentioned above at the exchange rate (<b>T.T. Selling rate</b>) declared by State Bank of India prevailing on 45 days prior to the date of bid opening.</li> <li>In case the Bid is submitted by a JVA, the bid security shall be submitted in the name of JVA covering all partners of the JVA</li> <li>Other form for Bid security in the form (i) an irrevocable letter of credit, (ii) a cashiers' cheque (iii) bid security declaration or certified cheque including SWIFT is not acceptable.</li> </ol> <p>The following conditions may be noted</p> <ol style="list-style-type: none"> <li>At the time of technical bid opening on the due date of opening of technical bids, initially all the bids shall be checked for Bid Security. Any bid not accompanied by Bid Security in the specified form, shall be rejected by Employer and the bid shall not be evaluated further. Bids accompanied by Bid Security of amount less than that specified above shall be rejected.</li> <li>In case any discrepancy is noticed in the amount of bid security mentioned in figures and in words, the amount mentioned in words shall be considered to verify adequacy of bid security.</li> <li>The Bid security should be posted/couriered/given in person so as to reach the Superintending Engineer/Transmission-II, 02 hours before the time and date of closing of Bid submission. TANTRANSCO shall not be responsible for any delay in submission of Bid Security.</li> <li>Scanned copy of Proof of Bid Security shall be uploaded by the bidders.</li> <li>The details of proof for payment of Bid Security physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid will be summarily rejected.</li> </ol> <p><u>The Bid Security in the form of Bank Guarantee shall be executed on Non-judicial stamp paper of ₹. 250/- and shall be signed by two signatories of issuing Bank with complete details of signatories name, his capacity, code no. &amp; name of Bank. The Bid Security shall be underwritten from any scheduled Bank of Employer's country i.e. India.</u></p>
<b>ITB 20.2 (a)</b>	Modified to read as under; <b>an unconditional irrevocable bank guarantee issued by a Scheduled Bank in India.</b>
<b>ITB 20.2 (d)</b>	The Bid Security in any other form except as specified in ITB 20.2 (a) & (c) is not permitted.
<b>ITB 20.6</b>	<ol style="list-style-type: none"> <li>If the bidder revises any of the term quoted during the validity period</li> <li>If he violates any of the regulations contained</li> </ol>
<b>ITB 21.1</b>	Not applicable for e-procurement.
<b>ITB 21.2</b>	The written confirmation of Authorization to sign on behalf of the Bidder (Lead

	<p>Partner of JVA) shall consist of:</p> <ol style="list-style-type: none"> <li>Notarized Power of Attorney. If the Bidder (Lead Partner of JVA) is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of Bidder must be provided.</li> <li>Bids submitted by an existing or intended JVA shall include an undertaking signed by all parties as per format mentioned in ITB 4.1 (d) (v) of Section-II; <ol style="list-style-type: none"> <li>Stating that all parties shall be jointly and severally liable, and</li> <li>Nominating a Representative (Lead Partner), who shall have the authority to conduct all business for and on behalf of any and all the parties of the JVA during the bidding process and, in the event the JVA is awarded the contract, during the contract execution.</li> </ol> </li> </ol>
<b>D. Submission and Opening of Bids</b>	
<b>ITB 22</b>	<p>This clause stands replaced by the following clause; The identification of this bidding process is: ‘SINGLE STAGE – TWO PART TENDER SYSTEM UNDER E -TENDERING PROCEDURE’</p> <p>The bidding under this contract is electronic bid submission through website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> only</p> <p><b><u>I. Submission of Bid:</u></b></p> <p>The Bid shall be submitted under Two Part tender system viz., <b>“Techno-Commercial Bid” and “Price Bid”</b> through on line electronic bid submission.</p> <ol style="list-style-type: none"> <li>The first envelope <b>“Techno Commercial Bid”</b> should contain the following: <ol style="list-style-type: none"> <li>Letter of Technical Bid</li> <li>Bid security as mentioned in ITB 20.1 of Section II. Bidder information form, JVA partner information form as per Section-IV of Volume I. It may be carefully noted that in this envelope, the bidders are not required to submit “price bid” and “Letter of Bid”.</li> <li>Details of <b>“Qualifying requirements”</b> as specified in clause 2.0, Section III, Volume I, complete with requisite documentary evidence.</li> <li>All the Bidding forms required as per Section-IV of Volume-I (<b>except Price Bid &amp; Letter of Price Bid</b>) and all other Schedules/ formats required are also to be submitted in this envelope duly filled-in for the purpose of verification of completeness of bids and also compliance with various requirements stipulated in the bid document.</li> </ol> </li> <li>The second Part <b>“Price Bid”</b> should contain the Letter of Price Bid.</li> <li>The second Part <b>“Price Bid”</b> should contain the details of price in accordance with <b>Schedule-1, Schedule-2, Schedule-3, Schedule-4, in BOQ of e-Procurement Portal and Letter of Bid</b> in accordance with Bidding form, page 4-3, Section IV.</li> <li><b>The bidders must participate for the complete scope of Bid. The bid received for a part of total scope of work shall be treated as non-responsive.</b></li> </ol>

**ITB 23.1****ITB 24****ITB 25****INSTRUCTIONS TO TENDERERS FOR SUBMISSION OF E-BIDS****1.0. INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidding under this contract is electronic bid submission through website [https://tntenders.gov.in/nicgep/app\\_only](https://tntenders.gov.in/nicgep/app_only). Detailed guidelines for viewing bids and submission of online bids are given on the website. Any citizens or prospective bidders can logon to this website and view the invitation for Bids and can view the details of works for which bids are invited.

**REGISTRATION:**

1. The prospective bidders can submit bids online, however, the bidders are required to have enrolment/registration in the website by clicking on the link "Online bidder enrolment" which is free of charge.
2. As part of the enrolment process, the bidders are required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These details would be used for any communication from the e-Portal.
4. Upon enrolment, the bidders are required to **register their valid Digital Signature Certificate (DSC)** (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/ nCode/eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then can login to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

**SEARCHING FOR TENDER DOCUMENTS**

1. There are various search options built in the Website, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Tamil Nadu Govt. e-Procurement Portal, to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

**PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Bidders are requested to go through the NIT and the tender document

carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My space or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
5. The completed bid comprising scanned copy of the proof for the payment of EMD and necessary technical and commercial documents should be uploaded on the website along with signed and scanned copies of requisite certificates as are mentioned in the different sections in the tender document.

#### **ELECTRONIC SUBMISSION OF BIDS:**

The bidder shall submit online the requirements under qualification criteria and Technical Documents required and Price Schedule/BOQ. All the documents are required to be signed digitally by the bidder. After electronic online bid submission, the system generates a unique bid reference number which is time stamped. This shall be treated as acknowledgement of bid submission.

#### **Procedure for submission of bids:**

1. Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “offline” to pay the EMD amount specified in the form of Bank Guarantee and should be posted/couriered/given in person so as to reach the Superintending Engineer/Transmission-IV, before 2 Hours from the time and date of closing of bid submission.
4. The scanned copy of proof of EMD (i.e. Bank Guarantee) has to be uploaded. The details of the Bank Guarantee physically sent should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected. TANTRANSCO shall not be responsible for any delay in submission of

EMD by any mode.

5. A BOQ format for the price bid has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the BOQ format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the coloured (Unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- 6. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.**
7. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys.
8. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
9. Upon the successful and timely submission of bids, (i.e. after clicking "Freeze Bid submission" in the portal) the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.
11. Department or Service Provider is not responsible for any failure such as a bad internet connection or power failure outside of their control. The bidder is responsible to ensure they have sufficient time to submit an electronic bid prior to closing date and time including the payment of any fees including the Bid security and getting e-receipt. In case of a failure in the system within the control of the service provider that may affect a bidding process, the contracting authority on his sole discretion will postpone the closing time at least 24 hours from the time of system recovery to allow bidders sufficient time to submit their bids.
12. The TANTRANSCO may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of TANTRANSCO and bidders subject to the previous deadline shall thereafter be subject to the deadline extended.

**Late Bids:**

The Electronic bidding system would not allow any late submission of bids after due date and time as per server time.

**Modification and withdrawal of bids:**

1. Bidders may modify their bids online before the deadline for submission of bids.
2. In case a bidder intends to modify his bid online before the deadline, the bidder need not make any additional payment towards the cost of bid processing. For bid modification and consequential re-submission, the bidder is not required to withdraw his bid submitted earlier. Modification and consequential re-submission of bids is allowed any number of times. The last modified bid submitted by the bidder within the bid submission time shall be considered as the bid. For this purpose, modification/ withdrawal by other means will not be accepted. The bidder may withdraw his bid by uploading his request before the deadline for submission of bids, however, if the bid is withdrawn, the re-submission of the bid is not allowed.
3. No bid may be modified after the deadline for submission of Bids.

**ASSISTANCE TO BIDDERS:**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

1	Tender document download start date and time	13 .05.2022 @ 17.00 Hrs
2	Clarification start date and time	16.05.2022 @ 17.00 Hrs
3	Clarification end date and time	27 .05.2021 @ 17.00 Hrs - Editable copy of clarification to emailed.
4	Pre- meeting date and time	Due to Covid-19 Pandemic situation, pre bid meeting may not be conducted and the clarification received from bidder through e-mail shall be considered.
5	Submission of Bid security BG (Two hours before the time and date of closing of Bid submission)	14.06.2022 @ 12.00 Hrs
5	E-tender submission start date and time	01 .06.2022 @ 12.00 Hrs
6	E-tender submission end date and time	<b>14 .06.2022 @ 14.00 Hrs</b>
7	Date & time of opening of e-tender Part-I	<b>15 .06.2022 @ 15.00 Hrs</b>

<b>ITB 26.1</b>	<p><b>II Opening of Bid by Employer:</b></p> <p>(a) The Technical Bid opening through website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> only shall take place at:</p> <p style="text-align: center;"><b>Office of The Chief Engineer/ Transmission, Tamilnadu Transmission Corporation Limited Room No.401, IV Floor, Southern wing, TANTRANSCO Head Quarters, 144, Anna Salai, Chennai 600 002, India. Date: 15.09.2021 Time: 15.00 Hrs.</b></p> <p>(b) The bid shall be opened in following manner after complying the requirement/ procedure indicated in Clause 26.</p> <p style="text-align: center;"><b>Part-I Techno- Commercial Bid</b></p> <p>(c) This Part I shall comprise all sections except Quoted prices (BOQ in e-Procurement Portal) &amp; letter of Bid and will invariably include information as sought in the Bid documents. The part-I “Techno-Commercial Bid” of such Bidders as found qualified as per Bid Document shall be opened on due date and time which shall be updated in on line e-procurement portal.</p> <p style="text-align: center;"><b>Part-II Price bid</b></p> <p>(d) The Part-II “<b>Price Bid</b> of such Bidders as found technically acceptable and as per relevant terms and conditions of the Bid documents shall then be opened on a date and time which shall be updated in on line e-procurement portal.</p>
<b>E. Evaluation and Comparison of Bids</b>	
<b>ITB 33.1</b>	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: <b>(Indian Rupees).</b></p> <p>The source of exchange rate shall be: <b>T.T. selling rate declared by State Bank of India.</b></p> <p>The date for the exchange rate shall be: <b>Date of bid opening.</b></p>
<b>ITB 37</b>  Employer's Right to accept any Bid and to reject any or all Bids	<p>37.2. Tender will be summarily rejected</p> <p>(a) The EMD requirements are not complied with,</p> <p>(b) Bid Qualification requirements are not satisfied</p> <p>37.3. Tender is liable to be rejected, if it is</p> <p>(a) Not containing all required particulars as per schedule.</p> <p>(b) With validity period less than that stipulated in this specification.</p> <p>(c) Not in conformity with TANTRANSCO's commercial terms and technical specification.</p> <p>(d) Received by telex/telegram/Email</p> <p>(e) Received from a tenderer whose past performance/vendor rating is not satisfactory.</p>

	<p>(f) Containing false and bogus certificates.</p> <p>(g) Received from the tenderer who is directly or indirectly connected with Government service or TANTRANSCO service or services of Local Authority</p> <p>(h) Not containing all required particulars as per schedule prescribed in this specification.</p> <p>(i) The offer of bidders who have not furnished the PAN and GST number in the offers.</p>
<b>The details will be hosted in website <a href="https://tntenders.gov.in/nicgep/app">https://tntenders.gov.in/nicgep/app</a> only</b>	



### **GENERAL INSTRUCTIONS TO TENDERERS**

**1.0. E-tenders shall be prepared and submitted strictly in accordance with the Instructions set forth herein. THE TENDERERS WHO DO NOT FULFILL THE “BID QUALIFICATION REQUIREMENTS”. NEED NOT PARTICIPATE IN THE TENDER. OFFERS NOT SATISFYING THE “BID QUALIFICATION REQUIREMENTS” WILL BE SUMMARY REJECTED.**

**1.1.0.** The Tenderers shall upload the scanned copy of **PAN** number and **GST Registration** number in their offer as given below or other relevant documents without fail.

**1.2.0.** The contractor has to furnish the GST registration number obtained from the concerned authorities and copy of the scanned certificate shall be attached with the techno commercial bid. Any amendments issued by TANTRANSCO in future considering GST will bind bidder. An undertaking in this regard shall be furnished by the bidder.

<b>Sl. No.</b>	<b>Customer Details</b>	<b>Data</b>
1.	Customer name	
2.	Full postal Address	
3.	Type of customer	
4.	GSTIN (GST Identification No.)	
5.	Principal Place of Business or Additional Place of Business	
6.	Billing address of the customer	
7.	Registration state	

The GST registration details of TANTRANSCO are given below:

<b>Sl. No.</b>	<b>TANTRANSCO Details</b>	<b>Data</b>
1.	Customer name	Tamil Nadu Transmission Corporation Limited
2.	Full postal Address	1 <sup>st</sup> Floor, Southern wing, TANTRANSCO Head Quarters, 144, Anna Salai, Chennai-600 002.
3.	Type of customer	Company
4.	GSTIN (GST Identification No.)s	33AADCT4780AFZA

5.	Principal Place of Business or Additional Place of Business	Additional place of business
6.	Billing address of the customer	Address of respective circle
7.	Registration state	Tamil Nadu

## **2.0. SCOPE OF WORKS:**

**2.1.0.** The scope of this specification is Design, manufacture, supply and erection of 14 Nos. of 100 MVA, 230/110 KV Auto Transformers along with NIFPS at existing substations in operation circles, through “e” tendering under ICB. Detailed scope of work is furnished in section VI – Technical requirement.

## **3.0. System Requirement:**

- i. operating System – Window XP –SP3 & Above
- ii. Internet browser – IE7 and above
- iii. Signing type digital signature (Class III)
- iv. JRE 7 update 79 (preferred file –Windows x-86 Offline) and above to be downloaded and install in the system.

To enable ALL active X controls and disable ‘use pop up blocker’ under  
Tools → Internet Options → custom level.

**4.0. For detailed guidance about browser and Java configuration the bidders are advised to go through the web site [www.tntenders.gov.in](http://www.tntenders.gov.in).**

**5.0. Bidding Process:** The entire bidding process is divided into two stages (Stage-I and Stage-II) and will be through e-tender

**6.0. Process of e-tender:** The e-tender shall have two parts –Techno – Commercial Bid (Part 1) and Price Bid (part 2)

The bidder must fill up both the Part 1 and Part 2 of e-tender and upload all necessary documents before making final submission. During tender opening, the Techno – Commercial bids (Part-1) will be opened electronically on specified date and time as given in the tender document. The EMD and Techno –Commercial bids will be evaluated and the bids. Which are found to be in accordance with the tender requirement will be shortlisted as eligible bids and the respective bidder shall be known as eligible bidders.

**7.0. Opening of price bids of e-tender:** Price bids (Part-2) of those bidders who fulfill the BQR criteria and whose bids are found to be commercially and technically acceptable in e-tender will be opened electronically **by the nominated members** at the notified time and date.

During the bid submission in e-tender, bidders are advised to use **Attach Documents** link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 8 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link by selecting the particulars tender from the dropdown list.

**The bidder should note that only a file which is “attached” with the e-tender shall be considered during evaluation of the Technical Bid. Files which are not attached to the e-tender shall not be considered for evaluation. The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has made Final Submission. Only such Bids will be opened for which Final Submission has been made.** It is further clarified that saving of Technical Bid and /or Price Bid without Final Submission will be treated as non- submission of bid in e-tender.

Since the uploaded documents shall be downloaded for evaluation of bid, bidders are advised to upload clear scanned copies (.pdf format files only).

Upon successful submission of e-tender, the Bidder shall receive a bid acknowledgement mail from the system automatically in the registered email id.

The Bidders may note that the Technical Bid and the Price Bid submitted in e-tender will be encrypted by the NIC by their own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

The Bidder has an option to edit Technical Bid and Price Bid as many times as it wishes till the final submission.

For further assistance please follow instructions of vendor guide.

If after making Final Submission of e-tender and before the scheduled closing time for Bid submission if a bidder wishes to make changes in its Bid, it can do so by clicking the “Delete Bid” option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the registered email id of the bidder acknowledge the deletion. The bidder will be able to save and submit its new Bid again. If a bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing.

If after final submission of Bid and before the scheduled closing time for Bid submission of a bidder wishes to withdraw its bid, it can do so by clicking the “Withdraw Bid ” option. By withdrawing a bid, a Bidder will lose the opportunity to re-submit its Bid against the same e-tender.

All notice and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender. Hence the bidders are required to ensure that their email address provided at the time of registration is valid and updated. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Bidders are advised to see the web site regularly to remain updated with latest information to ensure that they do not miss out any corrigendum/ addendum uploaded against the said tender after downloaded the tender documents. **The responsibility of downloading the related corrigendum, if any, will be that of the bidders.**

E-tender cannot be accessed after the due date and time for bid submission.

**8.0. Bidding in e-tender:** During bid submission process in e-tender, the bidder should allow to run a application JAVA ENCRYPTION APPLET (process along with screenshot available at vendor guide) by accepting the risk and clicking on run. This exercise has to be done twice immediately before clicking on the Techno- Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.

- a. After filling the Techno- Commercial bid, bidder should click 'save' for recording their Techno- Commercial bid, Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno – Commercial bid & price bid have been saved, the bidder can click on the " Final Submission" button to register their bid.
- b. In all cases, bidder should use their own ID and password along with Digital Signature at the time of submission of their bid.
- c. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- d. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned in the tender notice.
- e. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.
- f. It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.
- g. TANTRANSCO reserves the right to cancel or reject or accept or withdraw or extend the tender in full or in part as the case may be without assigning any reason thereof.
- h. The server time shall be treated as final and binding. Bids recorded in the server before the bid closing time will only be treated as valid bid. Bidders are, therefore, advised to submit their bids well before the closing time of e-tender.
- i. If any bid reaches the server after the bid closing time as per server time, the same will not be recorded and nor complaint in this regard shall be entertained.
- j. Bidders are advised to exercise caution in quoting their bids in e-tender and e-reverse auction as the case may be to avoid any mistake. Bids once submitted can't be recalled.
- k. Any order resulting from this bidding process shall be governed by the terms and conditions mentioned in the NIT.
- l. No deviation to the technical and commercial terms & conditions are allowed.
- m. Bidders are required to sign in each page of the tender specification.

It may be noted by the bidders that National Informatics Centre is only a service provider for conducting the online bidding process against this tender and shall not be a party to any contract between TANTRANSCO and the successful bidder(s) subsequent to the bidding process.

### **Section III.**

## **Evaluation and Qualification Criteria**

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## **1 Evaluation**

### **Technical Evaluation**

In addition to the criteria listed in ITB 34.2 (a) – (c) the following factors shall apply:

It may be noted that in case of minor deficiency in technical compliance, clarifications in terms of Clause 28 of Section I - ITB may be obtained or evaluation in line with this clause will be done. It may be noted that the Employer reserves the right to treat all such bids non- responsive wherein cost of technical deficiency is not quantifiable and the same affects overall technical acceptability of Project.

A bid with a technically unacceptable deviation will be considered non- responsive. It may be noted that such a bid will not be accepted on the condition that the bidder concerned provides plant and services which conform to specifications stipulated in the bidding documents without increasing the bid price.

### **Economic Evaluation**

In addition to the criteria listed in ITB 34.4 to 34.7 the following factors shall apply:

- a) Bidders will be required to state in their bids the CIP (Place of Destination) [Carriage Insurance Paid] price for imported goods or the EXW (ex-works, ex-factory, or off-shelf) price plus cost of inland transportation and insurance to the place of destination for other goods offered in the bid. (Terms of CIP and EXW are defined by Incoterms 2020 with latest amendments).
- b) Taxes and Duties including Customs duties, and other import taxes levied in connection with the sale or delivery of goods pursuant to a bid shall not be taken into account in the evaluation of the bid.
- c) The cost of Inland freight and other expenditure incidental to the transportation and delivery of goods to the place of their use or installation for the purposes of project shall be included, if it is specified in the bidding documents.
- d) Where contractors are responsible for all duties, taxes and other levies under Design, Installation, civil works contracts bidders shall take these factors into account in preparing their bids.
- e) Evaluation of a bid will exclude and not take into account taxes and duties applicable in the employees country in the case of incidental expenses, installation and Civil works

### **Quantifiable Deviations and Omissions**

Any adjustments in price that result from the procedures outlined below shall be added, for purposes of **comparative evaluation only**, to arrive at an “Evaluated Bid Price.” **Bid prices quoted by bidders shall remain unaltered.**

The cost of minor omissions or missing items in the scope of supply, services will be added to the bid price to allow for bid comparison for equal basis. The employer will make the price adjustment based on the maximum price quoted for the same item by the other bidder, or on reasonably estimated cost basis in case for such nonconformity or omission is not available from any other participating bidder. Bid prices quoted by bidders shall remain unaltered.

The bidders must participate for the complete scope of Bid. The bid received for a part of total scope of work covered under Bid Identification No. TANTRANSCO/ T Bid No. **T-2237** shall be treated as non-responsive.

**Time Schedule:**

Deviation in the time schedule shall not be permitted. Time to complete the supplies and perform Installation Services from the effective date specified in Article 3 of the Contract Agreement for determining time for completion is **15 months** specified in Section- IX (Appendix 4 of Contract Agreement)

**Adjustment for deviation from terms of payment:**

Deviation from terms of payment as specified in Appendix of contract Agreement shall not be permitted. All bids deviating from specified terms of payment may be treated as non-responsive.

**Installation Services to be incurred in Employer's country:**

It is desired that for supply of plant covered under the bid, the cost of following services should not be included in the offered EXW/ CIP cost and the same should be offered separately as per Schedule-4C, Section IV:

**“Installation Services to be incurred in Employer's country”**

The cost of above services will be taken into account for the purpose of bid evaluation. It may be noted by the bidders that for proper coordination and successful commissioning of substation, it is essential that above services are offered and charges for such services are made available. In case these services are not offered the bid shall be treated as non-responsive.

**Technical Alternatives:**

Alternative bids as mentioned in ITB 13.1, 13.2 and 13.3 shall not be permitted.

Alternative technical solutions as mentioned in ITB 13.4 will not be considered for evaluation.

## 2 Qualification

The Bidder shall meet following qualification criteria.

Factor	2.1. Eligibility					
Sub-Factor	Criteria					Docu- men- ta- tion Re- quired
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All Partners Combined	Each Partner	At Least One Partner	
2.1.1 Nationality	Nationality in accordance with ITB 4.2.	must meet requirement	Existing or intended JVA must meet requirement	must meet requirement	not applicable	Form ELI - 1 & 2, with attachments
2.1.2 Conflict of Interest	No conflicts of interests as described in ITB 4.3.	must meet requirement	Existing or intended JVA must meet requirement	must meet requirement	not applicable	Letter of BID
2.1.3 JICA Ineligibility	Not having been declared ineligible by JICA as described in ITB 4.5.	must meet requirement	Existing or intended JVA must meet requirement	must meet requirement	not applicable	Form ACK



Factor	2.2. Historical Contract Non-Performance					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder				
		Single Entity	Joint Venture, Consortium or Association			
			All Partners Combined	Each Partner	At least one Partner	
2.2.1 History of non-performing contracts	Non-performance of a contract did not occur within the <u>last two (2) years</u> prior to the deadline for bid submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted.	must meet requirement by itself or as partner to past or existing JVA	not applicable	must meet requirement by itself or as partner to past or existing JVA	not applicable	Form CON
2.2.2 Pending Litigation	All pending litigation shall be in total not represent more than <b>50% (Fifty percent)</b> of the bidders networth and shall be treated as resolved against the bidder.	must meet requirement by itself or as partner to past or existing JVA	not applicable	must meet requirement by itself or as partner to past or existing JVA	not applicable	Form CON

Factor	2.3 Financial Situation					
Sub-Factor	Criteria					Documentation Required
	Requirement	Bidder			Single Entity	
		Joint Venture, Consortium or Association				
			All Partners Combined	Each Partner	At least one Partner	
2.3.1 Historical Financial Performance	Submission of audited balance sheets and income statements or, if not required by the law of the Bidder’s country, other financial statements acceptable to the Employer, for the <u>last consecutive five (5) years</u> to demonstrate the current soundness of the Bidders financial position and its prospective long-term profitability. As a minimum, an Applicant’s net worth calculated as the difference between total assets and total liabilities should be positive.	must meet requirement	not applicable	must meet requirement	not applicable	Form FIN -1 with attachments
2.3.2 Average Annual Turnover	Minimum Average Annual Turnover of <b>Rs.169 Crores</b> during the last 5 years as total certified received for contracts in progress or completed within the last five years.	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form FIN - 2

<b>2.3.3 Financial Resources</b>	The Bidder must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit by any reputed financial Institution/ Bank, and other financial means, other than any contractual advance payments to meet the minimum cash flow of <b>Rs.28 Crores.</b>	must meet requirement	must meet requirement	must meet 25% of the requirement	must meet 50% of the requirement	Form FIN - 3
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Factor	2.4. Experience					
Sub-Factor	Criteria					Documentation Required
	Requirement	Single Entity	Bidder			
			Joint Venture, Consortium or Association			
			All Partners Combined	Each Partner	At least one Partner	
2.4.1 General Experience	<p>a.)The bidder must have established manufacturing facility and successfully Manufactured and Supplied <b>Minimum 2Nos.</b> of 100MVA or above capacity and 230KV or 220KV or above Voltage Level Auto Transformer satisfactorily during the preceding 10 years as on date of tender opening along with On-load tap changer arrangement to any of the State Electricity Boards/Govt. Power Utilities/Govt. Generating Companies/Private Power Utilities/Central Power Utiities.</p> <p>b) <b>Minimum of 1No.</b> Transformer of 100 MVA or higher capacity and 230KV or 220KV or above higher voltage Class with On-load tap changer arrangement manufactured &amp; supplied by the bidder should have been in satisfactory operation for a continuous period of 2 years as on the date of tender opening.</p> <p><b>Documentary evidence</b> for satisfactory supply and execution of the contract and <b>satisfactory performance</b> of the transformers supplied shall be furnished from the end user along with the tender.</p>	<b>must meet requirement 2.4.1 a,b,c</b>	not applicable	not applicable	<b>must meet requirement 2.4.1 a,b,c</b>	Form EXP – 1A

	<p>c). The bidder should furnish Type test certificates for the transformers of respective or higher capacity/ voltage class tested at NABL accredited CPRI/ ERDA/any other Government approved/Government ecognized laboratory/ International Accredited Laboratory or in the presence of Purchaser's representatives tested with the testing instruments/equipment having valid calibration certificate issued from third party agency (ERDA/CPRI/International Accredited Laboratory) as per relevant IS-2026 and IEC-60076 along with offer.</p> <p>The above tests should have been conducted within FIVE (5) years as on the date of tender opening .</p>					
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\* Satisfactory operation means certificate issued by the Employer certifying the continuance in service for a period of two years without any adverse remark.

Bidders General Experience under the head shall be considered strictly in the capacity of Main Contractor/JVA/Consortium partner.

#### **2.4.2. Specific Additional Criteria.-FORM-EXP-2**

The bidder should furnish Dynamic Short Circuit test report with validity within five (5) years as on the original date of Technical bid opening from Government/ Government recognized laboratories /International Accredited Laboratory conforming with latest IS / IEC for 100 MVA or above capacity of 220 or 230KV or above Voltage Class transformer.

Offers of bidder may also be considered subject to production of written undertaking along with the bid in case of Short Circuit test conducted on the tendered item OR HIGHER CAPACITY / VOLTAGE CLASS, is more than FIVE (5) years as at the time of opening of tender, then the bidder has to conduct Short circuit test free of cost on the 1<sup>st</sup> unit / designated unit at the discretion of TANTRANSCO.

## **2.5. Personnel**

The Bidder must demonstrate that it has the personnel for the key positions that meet the following requirements:

<b>No.</b>	<b>Position</b>	<b>Total Work Experience [years]</b>	<b>Experience In Similar Work [years]</b>
1	Quality Engineer Control and Inspection	5	3
2	Accident Prevention Officer	3	1

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Information Forms included in Section - IV (Bidding Forms).

**2.6. Equipment:** Not applicable.

**2.7.** While taking into account the erection work carried out by the bidder, only those erection works will be taken into consideration which has been performed by the bidder as Main erection contractor. For this purpose a clear certificate of performance will have to be submitted essentially. Erection works executed as sub-contractor will not be taken into account for the purpose of meeting qualification requirement of any nature. Thus erection works as sub contractor will not be taken into account.

**2.8.** As regards documentary proof to substantiate experience requirement in regard to erection work is concerned, the bidder will have to submit necessary certificates from User Agency clearly specifying the period of experience and other details.

**2.9** It may be explicitly noted by the bidders that evaluation of various experience criteria shall be done on the basis of certificates submitted by the bidder for which responsibility to furnish necessary documentary proof rests on participating bidder. It may also be noted that it is not obligatory on the part of Employer to seek any clarification or ask for submission of any certificate towards experience incase required documents are not enclosed with the bids. Employer will not be responsible if the bid is considered non-responsive and rejected in the absence of such certificates.

**2.10.** The Employer reserves the right to waive minor deviations if they do not materially affect the capability of the bidder to perform the contract.

## **Notes for the bidder:**

**1.0.** The bidder shall furnish necessary detailed LOA copies with Annexure (BOQ) and performance certificate from the end user in support of the above bid qualification requirements along with the bid documents. End user certificate is to be produced to satisfy the BQR clauses along with the corresponding copy of purchase order placed by the end user, attested by the Indian High Commissioner /Ambassador of the respective country where order has been executed. In case of local bidders the same should be got attested by Notary public or Commissioner of Oath. Before price bid opening such of the original purchase orders and other documents will be referred to the Authority that had placed the order to get the genuineness of the claim made by the bidder verified.

**2.0.** The consortium /Joint venture agreement duly certified by a Notary public in case of Domestic bidder and the Consulate General of India in Foreign country in case of foreign bidder, confirming the intent of all the members to form the consortium/ Joint venture should be submitted along with the bid. It should also distinctly show the financial participation of each member of the consortium/joint venture, scope of work and responsibilities of each member with regard to planning, execution and performance of the work under the entire scope of contract between Purchaser and Consortium/Joint venture.

**3.0.** If the original documents of type test certificates, purchase order copies, end user certificates /performance certificates and financial documents are in a language other than English, the translated version in English and original version have to be submitted along with the bid. All the above documents are to be attested by the Indian Embassy in the respective country of Origin

## **4.0. HOLDING COMPANY / SUBSIDIARY:**

In Case bidder is holding company, the technical experience mentioned in the BQR shall be that of holding company only (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of a holding company, the technical experience referred in BQR shall be that of subsidiary company only (i.e. excluding its holding company).

In Case bidder is a holding company, the financial criteria referred in BQR shall be that of holding company only, (i.e. excluding its subsidiary/group companies). In case bidder is a subsidiary of as holding company, financial criteria referred in BQR shall be that of subsidiary company only. (i.e. excluding its holding company).

**5.0. Documentary Evidences:**

- a) The end user certificate for the satisfactory performance of the works issued by the officers not below the rank of Executive Engineer/Equivalent rank of State Electricity Boards/State Transmission Utilities/Central Power Utilities or Competent authority of private power utilities and the respective purchase order/LOA/work order for having executed the works shall be furnished along with the tender.
- b) If it is found that bogus certificate is produced, it will lead to forfeiture of EMD.



## Section IV. Bidding Forms

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Form EXP– 1B: General Experience.....

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Form OF GUARANTEED PERFORMANCE AND OTHER PARTICULARS OF TRANSFORMER

FORM OF TECHNICAL DATA—WINDING

FORM OF TECHNICAL DATA—CORE

FORM OF UNDERTAKING IN LIEU OF TYPE TEST

FORM FOR UNDERTAKING TOWARDS INPUT TAX CREDIT

FORM OF STATEMENT OF SUPPLY ORDERS EXECUTED /UNDER EXECUTION DURING THE  
LAST TEN YEARS AS ON DATE OF TENDER.

### Letter of Technical Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]*  
IFB No.: *[insert number]*  
Alternative No.: *[insert identification No. if this is a Bid for an alternative]*

To: *[insert full name of Employer]*,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;
- (b) We, including any Subcontractors/ manufacturers, for any part of the Contract, meet the eligibility requirements in accordance with ITB 4 and ITB 5;
- (c) We, including any Subcontractors/ manufacturers, for any part of the Contract, have no conflict of interest in accordance with ITB 4;
- (d) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;
- (e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We are not participating, as a Bidder or as a Subcontractor/ manufacturers, in more than one Bid in this bidding process in accordance with ITB 4.2 (c), other than alternative Bids submitted in accordance with ITB 13; and
- (g) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption.

Name of the Bidder\**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*  
*[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

## Letter of Price Bid

Date: *[insert date of Bid submission]*  
Loan Agreement No.: *[insert number]* IFB  
No.: *[insert number]*  
Alternative No.: *[insert identification No. if  
this is a Bid for an alternative]*

To: *[insert full name of Employer]*, We,

the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB 8): *[insert the number and issuing date of each Addendum]*;

(b) We offer to *[insert the services that apply, i.e., design, manufacture, test, deliver, install, precommission and commission]*, in conformity with the Bidding Documents, the following Plant and Installation Services: *[insert a brief description of the Plant and Installation Services]*;

(c) The total price of our Bid, excluding any discounts offered in item (d) below is:  
In case of only one lot, total price of the Bid *[insert the total price of the Bid in words and figures, indicating the various amounts and the respective currencies]*

*[In case of multiple lots, insert the total price of each lot]*

*[In case of multiple lots, insert the total price of all lots (sum of all lots)]*;

(d) The discounts offered and the methodology for their application are: The discounts offered are: *[specify in detail each discount offered]*

The exact method of calculations to determine the net price after application of discounts is shown below: *[specify in detail the method that shall be used to apply the discounts]*;

(e) Our Bid shall be valid for a period of *[specify the number of calendar days]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our Bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Documents;
- (g) We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding Contract between us, until a formal Contract is prepared and executed; and
- (h) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

Name of the Bidder\**[insert complete name of the Bidder]*

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\*  
*[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid *[insert complete title of the person signing the Bid]*

Signature of the person named above *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

\*: In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid.

## **Price Schedules**

### **PREAMBLE**

#### **General**

1. The Price Schedules are divided into separate Schedules as follows:

Schedule No. 1: Plant Supplied from Abroad

Schedule No. 2: Plant Supplied from within the Employer's Country

Schedule No. 3: Design Services - Nil

Schedule No. 4A: Incidental Expenses including Inland freight & Insurance to be incurred in Employer's Country

Schedule No. 4B: NIL

Schedule No. 4C: Installation Services to be incurred in Employer's Country

Schedule No. 5: Grand Summary

2. The Schedules do not generally give a full description of the plants to be supplied and the services to be performed under each item. Bidders shall be deemed to have read the Employer's Requirements and other sections of the Bidding Document and reviewed the Drawings to ascertain the full scope of the requirements included in each item prior to filling in the rates and prices. The entered rates and prices shall be deemed to cover the full scope as aforesaid, including overheads and profit.
3. If bidders are unclear or uncertain as to the scope of any item, they shall seek clarification in accordance with ITB 7 prior to submitting their bid.

**Pricing: As specified in the Bid Data Sheet and Particular Conditions of Contract, prices shall be fixed and firm.**

4. Bid prices shall be quoted in the manner indicated and in the currencies specified in the Instructions to Bidders in the Bidding Document.
5. The Bidders shall quote all the applicable columns as per the BOQ schedules in e-Portal.

Prices given in the Schedules against each item shall be for the scope covered by that item as detailed in Section - IV (Employer's Requirements) or elsewhere in the Bidding Document.

6. Payments will be made to the Contractor in the currency or currencies indicated under each respective item.
7. When requested by the Employer for the purposes of making payments or partial payments, valuing variations or evaluating claims, or for such other purposes as the Employer may reasonably require, the Contractor shall provide the Employer with a breakdown of any composite or lump sum items included in the Schedules.
8. It is categorically confirmed that GST applicable on supply of plants within the Employer's country, GST on Installation Services as applicable in Employer's country and other Taxes applicable on supply of plants within the Employer's country shall be paid by the contractor and shall be reimbursed by the Employer on submission of proof of documentary evidence.
9. The bidders must participate for the complete scope of Bid. The bid received for a part of total scope of work covered under Bid Identification No. TANTRANSCO T. Bid. Identification **No.T-2237** shall be treated as non-responsive.



## Schedules of Rates and Prices

### Schedule No. 1: Plant and Mandatory Spare Parts Supplied from Abroad

Item	Description	Country of Origin	Quantity	Unit Price <sup>a</sup>		Total CIP Price <sup>a</sup>	Unit Custom Duties <sup>b</sup>	Total Customs duty
				Foreign Currency	CIP	Foreign Currency	Local Currency	Local Currency
1	2	3	4	5	6	7 = 4 x 6	8	9=4*8
<b>REFER BOQ</b>								
TOTAL Column 7 and 9 to be carried forward to Schedule No.6: Grand Summary								

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currencies in accordance with ITB 19.1 of the BDS. Create additional columns for up to a maximum of three foreign currencies if so required.

<sup>b</sup> Taxes shall exclude the Goods and Services Tax (GST) as defined in the GST Act 2017.

**Country of Origin Declaration Form**

Item	Description	Code	Country

Name of Bidder

Signature of Bidder

Company Seal

**Schedule No. 2: Plant and Mandatory Spare Parts Supplied from Within the Employer's Country**

Item	Description	Quantity	Unit Price <sup>a</sup>		Total EXW Price <sup>b</sup>
			Local Currency	EXW Price	
1	2	3	4	5	6 = 3 x 5
<b>REFER BOQ</b>					
TOTAL Column 6 to be carried forward to Schedule No. 5: Grand Summary					

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 18.1 of the BDS.

<sup>b</sup> Column 5 EXW Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

<sup>c</sup> As per the Goods and Services (GST) Act 2017, prices in Schedule no.2 shall exclude GST which subsumes Sales and other Taxes for Plant and Mandatory Spare Parts Supplied from Within the Employer's Country. The GST shall be later added to the total contract price (refer to Schedule no. 5).

**Schedule No. 3. Design Services**

Not applicable

**Schedule No. 4A – Incidental Expenses including Inland freight & Insurance to be incurred in Employer's Country**

Item	Description	Quantity	Unit Price <sup>a,c</sup>	Total Price <sup>a,c</sup>
			Local Currency Portion	Local Currency Portion
1	2	3	4	5 = 3 x 4
<b>REFER BOQ</b>				
TOTAL Column 5 to be carried forward to Schedule No. 6: Grand Summary				

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 18.1 of the BDS.

<sup>c</sup> As per the Goods and Services (GST) Act 2017, prices in Schedule No. 4 shall exclude GST which subsumes all applicable taxes, duties, levies, and charges for Installation and Other Services. The GST amount shall be later added to the total contract price (refer to Schedule no. 5).

**Schedule No. 4B – Civil Works to be incurred in Employer's Country- Not applicable**

Item	Description	Quantity	Unit Price <sup>a,c</sup>	Total Price <sup>a,c</sup>
			Local Currency Portion	Local Currency Portion
1	2	3	4	5 = 3 x 4
<b>REFER BOQ</b>				
<b>TOTAL Column 5 to be carried forward to Schedule No. 6: Grand Summary</b>				

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 18.1 of the BDS.

<sup>c</sup> As per the Goods and Services (GST) Act 2017, prices in Schedule No. 4 shall exclude GST which subsumes all applicable taxes, duties, levies, and charges for Installation and Other Services. The GST amount shall be later added to the total contract price (refer to Schedule no. 5).

**Schedule No. 4C – Installation Services to be Incurred in Employer’s Country**

Item	Description	Quantity	Unit Price <sup>a,c</sup>	Total Price <sup>a,c</sup>
			Local Currency Portion	Local Currency Portion
1	2	3	4	5 = 3 x 4
<b>REFER BOQ</b>				
TOTAL Column 5 to be carried forward to Schedule No. 6: Grand Summary				

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

<sup>a</sup> Specify currency in accordance with ITB 18.1 of the BDS.<sup>c</sup> As per the Goods and Services (GST) Act 2017, prices in Schedule No. 4 shall exclude GST which subsumes all applicable taxes, duties, levies, and charges for Installation and Other Services. The GST amount shall be later added to the total contract price (refer to Schedule no. 5).

**Schedule No. 5:** Grand Summary ( REFER BOQ)

Schedule No.	Title	Total Price <sup>a</sup>	
		Foreign	Local
1	Plant and Mandatory Spare Parts Supplied from Abroad <sup>b</sup>		
	Plant and Mandatory Spare Parts Supplied from Within the Employer's Country <sup>c</sup>		
2	Feight & Insurance <sup>c</sup>		
3	Erection <sup>c</sup>		
(i) Grand Total <u>for Bid Evaluation</u>			

(ii) Custom Duties from Schedule No. 1 (column 9)

(iii) GST Amount = 18% x (i+ii)

Grand Total to be carried forward to Letter of Price Bid =  
(i) +(ii)+ (iii)

--	--

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

**Grand Total to be carried forward to Letter of Price Bid**

<sup>a</sup> Specify currency in accordance with ITB 18.1 of the BDS. Create additional columns for up to a maximum of three foreign currencies if so required.

<sup>b</sup> Taxes and/or duties from Schedules 1 may be added to the contract price in accordance with GCC 14 (Taxes and Duties) but excluded from bid evaluation in accordance with EQC 1 paragraph Economic Evaluation.

<sup>c</sup> Prices excluding GST



**Price Adjustment**

No Price Adjustment

The prices offered for supply of plant and installation services are FIRM.

Prices for Inland Freight & Insurance Charges for supply of Plants, Civil works (along with required material used for civil works) and Installation Services shall be FIXED.

Name of Bidder \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Company Seal

**Technical Proposal**

- Site Organization
- Method Statement
- Mobilization Schedule
- Construction Schedule
- Plant Details
  
- Safety Plan
- Proposed Personnel (Form PER -1)
- Resume of Proposed Personnel (Form PER -2)
- Proposed Subcontractors for Major Items of Plant and Installation Services (Form SUB)
- Others

## **Site Organization**

Name of Bidder

Signature of Bidder

Company seal

## **Method Statement**

Name of Bidder

Signature of Bidder

Comp any seal

### **Mobilization Schedule**

Name of Bidder

Signature of Bidder

Company seal

**CONSTRUCTION SCHEDULE****Completion Schedule - 1**

(Separate sheet to be used for each work supported with  
Bar Chart included in the bid)  
**FOR SUPPLY OF PLANTS**

<b>S. No.</b>	<b>Description of work</b>	<b>Period in weeks from the effective date</b>	
		<b>Commencement</b>	<b>Completion</b>
<b>1</b>	SUPPLY OF 100MVA,230/110KV Auto Transformer.		

**Completion Schedule - 2**

(Separate sheet to be used for each work supported with Bar Chart included in the bid)

**COMPLETION SCHEDULE FOR ERECTION, TESTING & COMMISSIONING  
WORK**

<b>S. No.</b>	<b>Description of work</b>	<b>Period in weeks from effective date</b>	
		<b>Commencement</b>	<b>Completion</b>
	<b>ERECTION OF 100MVA,230/110KV Auto Transformer.</b>		
<b>i.</b>			
<b>ii</b>			
<b>iii</b>			

- Note:-
1. The Completion Schedule must indicate date of commencement & date of completion of all the activities in such a manner so that overall completion period should match with Time schedule specified in Appendix 4 of Contract Agreement (Section -IX).
  2. Completion Schedule 1,2 shall be supported by Bar charts for major works of the Project to enable the Bidder to plan various activities of the Project work as per the completion schedule well in advance before award of contract.
  3. While Bar Chart shall be submitted with the Bid, the bidder after acceptance of his Bid will be permitted to make minor adjustments, in activity & Time Schedule subject to following conditions: -
    - (a) Total Completion Schedule for each work will not be changed due to minor adjustment in Time Schedule of other sub activities.
    - (b) Bar Chart after discussion shall be approved & accepted by the Employer and then only it would become a part & parcel of the contract.

Date:

Name of Bidder:

Signature of Bidder:

Company seal:

**Plant Details**

Name of Bidder

Signature of Bidder

Company seal



**Safety Plan**

**(The bidder is requested to submit here a safety plan as per the requirement stipulated in clause 1.14, section -VI “Employer’s Requirement”)**

Name of Bidder

Signature of Bidder

Company seal

**Form PER – 1: Proposed Personnel**

*[Bidders should provide the names of suitably qualified personnel to meet the specified requirements stated in Section III, Evaluation and Qualification Criteria. The data on the experience should be supplied using the Form below for each candidate.]*

<b>1.</b>	<b>Title of position *</b>
	<b>Name</b>
<b>2.</b>	<b>Title of position *</b>
	<b>Name</b>
<b>3.</b>	<b>Title of position *</b>
	<b>Name</b>
<b>4.</b>	<b>Title of position *</b>
	<b>Name</b>

\*As listed in Section III, 2.5 (Without Prequalification).

Name of Bidder

Signature of Bidder

Company seal

**Form PER – 2: Resume of Proposed Personnel**

Name of Bidder
----------------

Position		
Personnel information	Name	Date of birth
	Professional qualifications	
Present employment	Name of employer	
	Address of employer	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer

*[Summarize professional experience over the last 20 years, in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.]*

From	To	Company / Project / Position / Relevant technical and management experience

**Form SUB: Proposed Subcontractors for Major Plant Items and Installation Services**

A list of major items of Plant and Installation Services is provided below.

*[The following Subcontractors and/ or manufacturers are proposed for carrying out the item of the facilities indicated. Bidders are free to propose more than one for each item. TANTRANSCO Ltd reserves the right to choose or delete any sub vendor.]*

<b>Major Items of Plant and Installation Services</b>	<b>Proposed Subcontractors/ Manufacturers</b>	<b>Nationality</b>
100MVA,230/110 KV AUTO TRANSFORMERS		

Name of Bidder

Signature of Bidder

Company seal

**Schedule No. 6. Deviation from Technical Requirements (To be enclosed with Technical Bid)**

All Technical deviations from the specification shall be filled in by the Bidder clauses by clause in the schedule

Section	Clause no	Deviation

Note: Deviation if not listed in this will not be considered and it will be assumed that there are no deviations.

The offers of the bidders with deviations in Technical Specification which are not acceptable to the employer will be rejected.

The bidder hereby certifies that the above mentioned are the only deviations from the Technical Specification and the tender confirms to the specification in all other respects without any reservations.

Name of Bidder

Signature of Bidder  
Company seal

**Schedule No. 7. Deviation from Commercial Requirements (To be enclosed with technical bid)**

All commercial deviations from the specification shall be filled in by the Bidder clauses by clause in the schedule

Section	Clause no	Deviation

Note: Deviation if not listed in this **will not be considered** and it will be assumed that there are **no deviations**.

The offers of the bidders with deviations in Commercial Specification which are not acceptable to the employer will be rejected.

The bidder hereby certifies that the above mentioned are the only deviations from the Commercial Specification and the tender confirms to the specification in all other respects without any reservations.

Name of Bidder

Signature of Bidder  
Company seal

**Bidders Qualification without Prequalification**

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria, the Bidder shall provide the information requested in the corresponding Information Sheets included hereunder.

**Form ELI – 1: Bidder Information Sheet**

Date: \_\_\_\_\_  
Reference ID No.: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name
2 In case of JVA, Legal Name of JVA, Lead Partner & Each Partner:
3. Bidder's Actual or Intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Information Name: Address: Telephone/ Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> In case of single entity, articles of Incorporation or Registration of the legal entity named above, in accordance with ITB Sub -Clauses 4.1 and 4.2. <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 21.2. <input type="checkbox"/> In case of JVA, letter of intent to form JVA including a draft agreement , or JVA agreement, in accordance with ITB Sub -Clauses 4.1 and 11.1( j).



**Form ELI – 2: JVA Partner Information Sheet**

Date: \_\_\_\_\_  
Reference ID No.: \_\_\_\_\_  
Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name:
2. JVA's Partner's Legal Name:
3. JVA's Partner's Country of Registration:
4. JVA's Partner's Year of Registration:
5. JVA's Partner's Legal Address in Country of Registration:
6. JVA's Partner's Authorized Representative Information Name: Address: Telephone/ Fax numbers: Email Address:
7. Attached are copies of original documents of: <input type="checkbox"/> Articles of Incorporation or Registration of the legal entity named above, in accordance with ITB Sub -Clauses 4.1 and 4.2. <input type="checkbox"/> Authorization to represent the firm or JVA named above, in accordance with ITB Sub-Clause 21.2.

**Form CON: Historical Contract Non -Performance**

*[In case a prequalification process was conducted , this form should be used only if the information submitted at the time of prequalification requires updating .]*

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVA Partner Legal Name: \_\_\_\_\_

Reference ID No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Non-Performing Contracts			
<input type="checkbox"/> Contract non -performance did not occur during the stipulated period, in accordance with Sub -Factor 2. 2.1 of Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non -performance during the stipulated period,in accordance with Sub -Factor 2.2.1 of Section III, Evaluation and Qualification Criteria			
Year		Contract Identification	Total Contract Amount (current value, US\$ equivalent or ` in lac)
		Contract Identification: Name of Employer: Address of Employer: Matter in Dispute:	
Pending Litigation			
<input type="checkbox"/> No pending litigation in accordance with Sub -Factor 2.2.2 of Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Pending litigation in accordance with Sub -Factor 2.2.2 of Section III, Evaluation and Qualification Criteria			
Year	Outcome as Percent of Total Assets	Contract Identification	Total Contract Amount (current value, US\$ equivalent ` in lac )
		Contract Identification: Name of Employer: Address of Employer: Matter in Dispute:	

**Form FIN – 1: Historical Financial Performance**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVA Partner's Legal Name: \_\_\_\_\_

Reference ID No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

To be filled by the Bidder and, if JVA, by each partner :

Financial Information in US\$ Equivalent or ` in Rupees	Historic Information for Previous five (5) Years (US\$ Equivalent in 000s or ` in Rupees)						
	Year 1 2016-2017	Year 2 2017-2018	Year 3 2018-2019	Year 4 2019-2020	Year 5 2020-2021	Avg.	Avg. Ratio
<b>Information from Balance Sheet</b>							
<b>Total Assets</b>							
<b>Total Liabilities</b>							
<b>Net Worth</b>							
<b>Current Assets</b>							
<b>Current Liabilities</b>							
<b>Information from Income Statement</b>							
<b>Total Revenue</b>							
<b>Profits Before Taxes</b>							
	<p>Attached are copies of financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following conditions:</p> <ul style="list-style-type: none"> <li>♦ All such documents must reflect the financial situation of the Bidder or partner to a JVA, and not sister or parent companies .</li> <li>♦ Historic financial statements must be audited by a certified accountant .</li> <li>♦ Historic financial statements must be complete, including all notes to the financial statements .</li> <li>♦ Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).</li> </ul>						

**Form FIN – 2: Average Annual Turnover**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVA Partner 's Legal Name: \_\_\_\_\_

Reference ID No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Annual Turnover Data ( Construction Only)</b>			
Year	Amount and Currency	Exchange Rate other than INR	Turnover in lakhs (INR)
2016-2017			
2017-2018			
2018-2019			
2019-2020			
2020-2021			
Average Annual Construction Turnover *			

\*Average annual turnover calculated as total certified payments received for work in progress or completed, divided by the number of years specified in Sub Factor 2.3.2 of Section III, Evaluation and Qualification Criteria. -

**Form FIN – 3: Financial Resources**

*[Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as indicated in Section III, Evaluation and Qualification Criteria .]*

Source of Financing	Amount in INR Equivalent
1.	
2.	
3.	
4.	
5.	

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

This is to certify that M/s. \_\_\_\_\_ (insert Name & Address of the Contractor) \_\_\_\_\_ who have submitted their bid to \_\_\_\_\_ (insert name of the Employer) \_\_\_\_\_ against their tender specification Vide ref. No. \_\_\_\_\_ for \_\_\_\_\_ (insert name of the package along with the project name) \_\_\_\_\_ is our customer for the past \_\_\_\_\_ years.

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

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

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

Signature \_\_\_\_\_

Name of Bank \_\_\_\_\_

Name of Authorized Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Phone No. \_\_\_\_\_

Address \_\_\_\_\_

SEAL OF THE BANK

**Form:**  
**Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans**

**Notes for the Employer**

The Form ACK should be finalized by using the latest version of Form ACK, uploaded in the JICA webpage;  
[https://www.jica.go.jp/english/our\\_work/types\\_of\\_assistance/oda\\_loans/oda\\_op\\_info/guide/index.html](https://www.jica.go.jp/english/our_work/types_of_assistance/oda_loans/oda_op_info/guide/index.html)

The “date of issuance of Invitation for Bids” under B) and B’) below should be both revised to:

- (a) “request for price quotation,” if a Contractor is selected through the International Shopping”;
- (b) to "appointment", if a Contractor is selected through the Direct Contracting; or
- (c) “Commencement of actual selection/bidding process”, if the Borrower wishes to adopt procurement procedures other than ICB, Limited International Bidding, International Shopping, or Direct Contracting.

The contact/ mailing address of JICA office in the project country should be stated in E) (2). Such address can be found in the webpage, URL of which has been given in E) (1). If there is no JICA office available in the country, E) (2) should be deleted in its entirety.

A) I, *[insert name and position of authorized signatory]*, being duly authorized by *[insert name of Bidder/members of joint venture (“JV”)]* (hereinafter referred to as the “Bidder”) to execute this Acknowledgement of Compliance with the Guidelines for Procurement under Japanese ODA Loans, hereby certify on behalf of the Bidder and myself that:

- (i) all information provided in the Bid submitted by the Bidder and its subcontractors for *[insert name of the Project, and name, number and identification of lot(s) (contracts(s)) as stated in BDS 1.1]* is true, correct and accurate to the best of the Bidder’s and my knowledge and belief; and
- (ii) the Bidder or any of its subcontractors has not, directly or indirectly, taken any action which is or constitutes a corrupt or fraudulent practice and is not subject to any conflict of interest as stipulated in the relevant section of the Guidelines and the Bidding Document.  
*<If debarment for more than one year by the World Bank Group is NOT imposed, use the following sentence B).>*

B) I certify that the Bidder has NOT been debarred by the World Bank Group for more than one year since the date of issuance of Invitation for Bids.

*<If debarment for more than one year by the World Bank Group has been imposed BUT three (3) years have passed since the date of such debarment decision, use the following sentence B’).>*

B’) I certify that the Bidder has been debarred by the World Bank Group for a period more than one year BUT that on the date of issuance of Invitation for Bids at least three (3) years had passed since the date of such debarment decision. Details of the debarment are as follows:

Name of the debarred firm	Starting date of debarment	Ending date of debarment	Reason for debarment

- C) I certify that the Bidder will not enter into a subcontract with a firm which has been debarred by the World Bank Group for a period more than one year, unless on the date of the subcontract at least three (3) years have passed since the date of such debarment decision.
- D) I certify, on behalf of the Bidder and its subcontractors, that if selected to undertake works and services in connection with the Contract, the Bidder and its subcontractors shall carry out such works and services in continuing compliance with the terms and conditions of the Contract.
- E) I further certify, on behalf of the Bidder and its subcontractors, that if the Bidder and any of its subcontractors is requested, directly or indirectly, to engage in any corrupt or fraudulent practice under any applicable law, such as the payment of a rebate, at any time or any stage of a process of procurement such as negotiations, execution or implementation of contract (including amendment thereof), the Bidder shall report all relevant facts regarding such request to the relevant section in JICA (details of which are specified below) in a timely manner.

JICA's information desk on fraud and corruption (A report can be made to either of the offices identified below.)

(1) JICA Headquarters: Legal Affairs Division, General Affairs Department

URL: <https://www2.jica.go.jp/en/odainfo/index.php>

Tel: +81 (0)3 5226 8850

(2) JICA XX office

Tel:

The Bidder acknowledges and agrees that the reporting obligation stated above shall NOT in any way affect the Bidder's responsibilities, obligations or rights, under relevant laws, regulations, contracts, guidelines or otherwise, to disclose or report such request or other information to any other person(s) including the Employer or to take any other action, required to or allowed to, be taken by the Bidder. The Bidder further acknowledges and agrees that JICA is not involved in or responsible for the procurement process in any way.

- F) If any of the statements made herein is subsequently proven to be untrue or incorrect based on facts subsequently determined, or if any of the warranties or covenants made herein is not complied with, the Bidder will accept, comply with, and not object to any remedies taken by the Employer and any sanctions imposed by or actions taken by JICA.

**Authorized  
Signatory**

*[insert name of signatory; title]*

**For and on behalf of**

*[insert name of the Bidder]*

Date: *[insert date]*



**FORM EXP – 1A: GENERAL EXPERIENCE**  
( FOR MANUFACTURER OF TRANSFORMERS)

**STATEMENT OF TYPE TEST PARTICULARS**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_  
JVA Partner 's Legal Name: \_\_\_\_\_ Reference ID No.: \_\_\_\_\_

Sl. No.	Name of the type test	Name of Lab	Date of test
	<b>TYPE TEST:</b>		
	<b>IMPULSE VOLTAGE TEST</b>		
	<b>TEMPERATURE RISE TEST</b>		

**NOTE: (i)** The Type test certificates should be furnished for the transformers of respective or higher capacity/voltage class tested at NABL accredited CPRI/ ERDA/any other Government approved/ Government recognized laboratory / International Accredited Laboratory or in the presence of Purchaser's representatives tested with the testing instruments/ equipment having valid calibration certificate issued from third party agency (ERDA/CPRI/ International Accredited Laboratory) as per relevant IS-2026 and IEC-60076 along with offer. The above tests should have been conducted within **FIVE (5) years** as on the date of tender opening.

COMPANY SEAL:

SIGNATURE:

DESIGNATION:

COMPANY:

DATE:

**FORM EXP – 2: FORM OF SPECIFIC ADDITIONAL CRITERIA**  
**STATEMENT OF SPECIAL TEST PARTICULARS**

<b>S. NO.</b>	<b>NAME OF THE TEST</b>	<b>NAME OF LAB</b>	<b>DATE OF TEST</b>
<b>1.</b>	<b>SPECIAL TEST:  SHORT CIRCUIT TEST</b>		

**Note:**

- (a) The bidder should furnish Dynamic Short Circuit test report with validity within five (5) years as on the original date of Technical bid opening from Government/Government recognized laboratories/International Accredited Laboratory conforming with latest IS/IEC for 100 MVA or above capacity of 220 or 230KV or above Voltage Class transformer. Offers of bidder may also be considered subject to production of written undertaking along with the bid in case of Short Circuit test conducted on the tendered item OR HIGHER CAPACITY / VOLTAGE CLASS, is more than FIVE (5) years as at the time of opening of tender, then the bidder will carry out S.C.Test at Government/ Government recognized laboratories / International Accredited Laboratory conforming with latest IS / IEC for 100 MVA, 230/110 KV Auto Transformer at Supplier cost with no cost implication to TANTRANSCO.

COMPANY SEAL:  
SIGNATURE:

DESIGNATION:

COMPANY:

DATE:

**Form EXP – 1B: General Experience**  
**( FOR TURNKEY CONTRACTORS)**

Bidder's Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

JVA Partner's Legal Name: \_\_\_\_\_

Reference ID No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

Starting Month / Year	Ending Month / Year	Years	Contract Identification	Role of Bidder
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	
			Contract name: Brief Description of the Works performed by the Bidder: Name of Employer: Address:	

COMPANY SEAL:

SIGNATURE:

DESIGNATION:

COMPANY:

DATE:

**Form of Bid Security (Bank Guarantee)****BG shall be executed on Non -judicial stamp paper of 250/-**

Beneficiary: \_\_\_\_\_ Date: \_\_\_\_\_

**BID GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated *[insert date]* (hereinafter called "the Bid") for the execution of *[name of contract]* under the Loan Agreement No. \_\_\_\_\_ ("the L/ A").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (\_\_\_\_\_) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required \_\_\_\_\_, or (ii) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders .

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; and (b) if the Bidder

is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty- eight days after the expiration of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 7 58.

\_\_\_\_\_  
*[signature(s)]*

**Manufacturer's Authorization**

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: \_\_\_\_\_  
Reference ID No.: \_\_\_\_\_

To: *[insert complete name of Employer]*

**WHEREAS**

We *[insert complete name of Manufacturer or Manufacturer's authorized agent]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and / or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions, with respect to the goods offered by the above firm.

Signed: \_\_\_\_\_

Name: *[insert complete name of person signing the Bid]*

Title:

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Form OF GUARANTEED PERFORMANCE AND OTHER**  
**PARTICULARS OF TRANSFORMER**  
**To be filled in by the tenderer**

Sl No.	ITEM	VALUES
1.	Name of the manufacturer and address	
2.	Applicable standards.	
3.	Continuous ratings under conditions specified in I.S:2026(Part-I) 1977 Clause-3	(a) ONAN / ONAF / OFAF <b>or</b> (b) ONAN / ONAF / ODAF <b>or</b> (c ) ONAN / ONAF1 / ONAF2
(a)	Type of cooling	
(b)	Rating in (MVA) -Total load on HV/LV under any combination of loading shall not exceed 100 MVA (i) With ONAN cooling (ii) With ONAF cooling (iii) With ODAF / OFAF/ ONAF 2 cooling	HV                      LV
(c)	Rated Voltage. (i) HV (KV)                      (ii) LV (KV)	
(d)	Voltage variation	
(e)	Rated frequency (Hz)	
(f)	Frequency variation	
(g)	Number of phases.	
(h)	Current at rated load and voltage on principal tap (i) HV amps. (ii) LV amps.	
4.	Connections: (i) HV, (ii) LV	
5.	Connection Symbol.	
6	Maximum Temperature rise (above peak ambient).	
(a)	Temperature rise of oil. (By thermometer) (°C) (i) At full ONAN rating (ii) At full ONAF rating (iii) At full ODAF OFAF/ ONAF 2 rating	
(b)	Temperature rise of winding (By resistance method) (°C) (i) At full ONAN rating (ii) At full ONAF rating (iii) At full ODAF OFAF/ ONAF 2 rating	

(c)	Temperature gradient between winding and oil (°C)	
(d)	Limit of hot spot temperature for which the transformer is designed (°C)	
(e)	Time in minutes for which the transformer can be run at full load without exceeding the max. permissible temperature at reference ambient temperature when, (i) Supply of fan is cut off but oil pumps are working (ii) Supply of oil pump is cut off but fans are working (iii) When supply of both fans and pumps are cut off (iv) Ambient peak temperature specified Deg.C	
7.	Tappings on windings on HV side.	
(a)	Number of steps	
(b)	Range of tappings for variation	
8.	Losses (KW-MAX)	
(a)	No-load losses at rated voltage and Frequency at principal tap.	
(b)	Load-losses at rated output rated Frequency and corrected for 75 °C	
(c)	Auxiliary losses at rated output, normal ratio, rated voltage, rated frequency and ambient temperature (KW)	
(d)	Total losses at normal ratio inclusive of auxiliary equipment losses (KW) corrected to 75°C.	
9.	Resistance per phase (ohms)	
(a)	H.V.winding.	
(b)	L.V. winding	
10.	Positive sequence impedance on rated MVA base at rated current and frequency at 75 °C winding temperature at, Principal tap percent.	
(a)	(normal voltage)	
(b)	Highest voltage tap percent.	
(c)	Lowest voltage tap percent	
11	Zero Sequence impedance at reference temperature of 75°C at principal tap percent .	
12	Noise level in decibels when energised at normal voltage and normal frequency at No-Load.	
13.	% Reactance at rated MVA base at rated Current and frequency	

14.	% Regulation at full load and 75°C Winding temperature expressed as a percentage of normal voltage (i) At unity power factor (ii) At 0.8 p.f. (lagging)	
15.	% Efficiency at 75 °C winding temperature as derived from guaranteed loss figures and at UPF (a) Full load percent (b) 3/4 load (c) 1/2 load	
16.	Short time rating for 2 seconds of (a) HV winding (b) L V winding	
17.	Permissible over loading (a) HV winding (b) L V winding	
18(a)	Over load capacity of transformer duration for the following over loads starting with transformer unexcited (i) 10 % (ii) 20 % (iii) 30 % (iv) 50 % (v) 75 % (vi) 100 %	
(b)	Overload capacity of transformer duration For the following overloads, starting with Transformer after continuous running on Open circuit. (i) 10 % (ii) 20 % (iii) 30 % (iv) 50 % (v) 75 % (vi) 100 %	
(c)	Permissible emergency short time, loading of the transformer immediately following full load run (i) 2 seconds. (ii) 5 seconds. (iii) 10 seconds. (iv) 30 seconds. (v) 1 minute . (vi) 5 minutes.	
19.	Terminal arrangement (i) High voltage (HV) Free end clamp with bi-metallic strip suitable for 3 inch Al. bus bar (ii) Intermediate Voltage (IV) (iii) Low voltage (LV) (iv) Neutral	



20.	Insulating and cooling medium	
21.	Test Voltage <b>(i)</b> Lightning impulse withstand voltage (KVp)  <b>(ii)</b> Power frequency withstand test voltage (dry and wet) ( kV rms)  <b>(iii)</b> Induced over voltage withstand voltage (kV rms)  <b>(iv)</b> Voltage to earth for which star points of the transformer LV windings will be insulated.	HV                      LV
22.	External short circuit withstand capacity (MVA) and duration (seconds)	
23.	Over flux withstand capacity of the transformer.	

1. (a) (b) (c) (d) (e) (f) (g) (h) (i) (j)	<b><u>ADDITIONAL TECHNICAL PARTICULARS</u></b> <b><u>( To be filled in by the tenderer)</u></b> <u>Details of core</u> Type of core construction Type of core joints Flux density at rated voltage and frequency and at principal tap Tesla i) at rated voltage. ii) at 110% rated voltage. iii) at 90% rated voltage Magnetising current on HV side at normal ratio at and frequency and at (i) 85 % of rated voltage (ii) 100 % of rated voltage (iii) 110 % of rated voltage Power factor of magnetising current at normal voltage ratio and frequency (i) Material of core laminations (CRGO) (ii) Thickness of core laminations (mm) (iii) Specific loss of the core material watts per kg at working flux density (i) Whether core construction is without core bolts (ii) Insulation of core bolt (iii) Insulation of core bolt washers (iv) Insulation between core lamination (v) Core insulation withstand voltage for 1 minute( kV rms ) Insulation of clamping plate Describe location / Method of core grounding Details of oil ducts in core – along plane of laminations	
2.	Method of making joints carrying current	
3. (a) (b) (c) (d) (e) (f) (g) (h)	<u>Details of winding</u> Type of winding Material of winding conductor :- Maximum current density of windings (at rated current) and conductor area (i) H.V. (ii) L.V. (iii) Regulating Whether HV windings are interleaved Whether windings are preshrunk Whether adjustable coil clamps are provided for HV and LV windings Whether steel rings used for the windings if so, whether they are split Whether electro static shields are provided to obtain uniform voltage	HV LV

(i)	Insulating material used for (I) HV winding (ii) LV winding (iii) Regulating winding	
(j)	Insulating material used between (I) HV winding (ii) LV winding (iii) Regulating winding	
(k)	Type of axial coil supports (i) H.V. Winding (ii) L.V. Winding	
(l)	Type of radial coil supports (i) H.V. winding (ii) L.V. winding (iii) Regulating winding	
(m)	Maximum allowable torque on coil clamping bolts	
4.	<u>Bushings:</u>	HV      LV      &      Neutral
(a)	Make and type (i) Rated Voltage class KV (ii) Rated current (Amps)	
(b)	Lightning impulse withstand test voltage (1.2x50 micro second (KV peak)	
(c)	Switching surge withstand test voltage (KV peak)	
(d)	Power frequency withstand test voltage (i) Wet for 1 minute (KV rms) (ii) Dry for 1 minute (KV rms)	
(e)	Visible corona discharge voltage (KV rms)	
(f)	Partial discharge level	
(g)	Creepage distance in mm	
(h)	Creepage distance (protected)	
(i)	Whether test tap is provided	
(j)	Quantity of oil in bushing and specification of oil used (Kg)	
(k)	Weight of assembled bushing (Kg)	
(l)	Min. clearance height for removal of bushing (mm)	
5.	<u>Details of bushing current transformers</u>	HV, LV & Neutral
(a)	Type and Make.	
(b)	Ratio.	
(c)	Class of Accuracy as per IS:2705 Part IV of latest issue.	
(d)	V.A.Burden.	
(e)	Knee point voltage.	
(f)	Magnetising current at knee point voltage.	
(g)	Lead resistance.	



(f)	Characteristic of oil after ageing test as per ASTM D - 1934 (i) Specific resistance at 27 °C (ii) Tan delta (iii) Sludge content (iv) Neutralisation number		
(g)	Details oil preserving equipment offered		
11.	<u>Radiator</u> (a) No. of banks attached whether attached/separate (b) Overall dimensions (lxbxh) (mm) (c) Total weight with oil (kg) (d) Total weight without oil (kg) (e) Thickness of radiator tube (mm) (f) Type of mounting (g) Vacuum withstand capability		
12.	<u>Cooling System</u> (a) Make and type (b) No. of connected units (c) No. of stand by units (d) Rated power input (e) Capacity (cu.m/min) or (litres/min) (f) Rated voltage (volts) (g) Locked rotor current (Amps) (h) Efficiency of motor at full load (percent) (i) Estimated time constant in hours for (i) Natural cooling (ii) Forced air cooling Temperature rise of motor at full load (°C) (j) BHP of driven equipment (k) Temperature range over which control is adjustable(°C) (l) adjustable(°C) (m) Whether the fans suitable for continuous operation at 85 percent of their rated voltage	<b>Fan</b>	Pump
13.	Gas and oil operated relay – Make & type		
14.	Magnetic oil level gauge – Make & type		
15	Temperature controllers (i) Make and Type (ii) Permissible setting ranges for alarm and trip (iii) Number of contacts (iv) Current rating of each contact (v) Diameter of the dial	Oil	Winding
16	(i) Minimum clearance height for lifting core and winding from tank cover :mm: (ii) Minimum clearance height for lifting tank cover: mm:		

17.	Shipping details	
(a)	Approximate weight of heaviest package :kg	
(b)	Approximate dimension of largest package : l x b x h	
18.	Transformer will be transported with oil / gas	
19.	Tap-changing equipment	
(a)	Make	
(b)	Type	
(c)	Power flow-unidirectional /bi-directional/ restricted bi-directional	
(d)	Rated voltage to earth (KV)	
(e)	Rated Current (Amps)	
(f)	Step Voltage (Volts)	
(g)	Number of steps	
(h)	Control-Manual/Local electrical/Remote electrical Line drop compensation provided/not provided.	
(i)	Parallel operation	
(j)	Protective devices	
(k)	Auxiliary supply details	
(l)	Approximate overall dimensions of tap changer	
(m)	Approximate overall weight	
(n)	Approximate mass of oil	
(o)	Details of the OLTC control panel for installation in the control room	
(p)	(1)Tap change delay (2)Tap change out of step (3)Tap change drive motor trip (4)Oil temperature alarm (5)Winding temperature alarm (6)Winding temperature trip (7)Buchholz alarm (8)Buchholz trip (9)Tap changer surge relay trip (10)Tap changer out of step alarm. (11)Oil flow fail alarm (12)Cooling fan trip(for each group of fans and standby) (13)Cooling Pump Trip(for working and standby pump) (14) Pressure relief device acted (15) Sudden Pressure Relief acted (16) Cooler supply failure (17) OLTC buchholz alarm (18) Low oil level alarm	

20.	Driving mechanism box (i) Make and Type (ii) Details of apparatus proposed to Be housed in the box.	
21.	Weight of copper used (kg)	HV LV
22.	Weight of core steel used (Kg)	
23.	Quantity of transformer oil used (K.litres) (including cooling system, OLTC & conservator)	
24.	Type of gaskets used in the transformer	
25.	Overall Dimensions. (a) Length (mm) (b) Breadth (mm) (c) Height (mm)	
26.	Expected life of transformer	

**FORM OF TECHNICAL DATA—WINDING**  
**To be filled in by the tenderer**

Sl.No.	PARTICULARS	100 MVA, 230/110 KV TRANSFORMER HV / LV / TAP
1	Phase Current	
2	Cross sectional Area(A)	
3	Current density	
4	a)Type of oil	
	b)ID-mm	
	c)OD-mm	
	d)Mean dia (Dm)	
	e)Size of conductor including parallels	
5	No. of turns/phase (T)	
6	No. of spacers per circle	
7	Winding radial Duct	
8	Oil duct	
9	Length of mean turn(Lmt)=Dm*T	
10	Wt. of copper (kg) =Lmt x A x8.89 x10 <sup>-3</sup>	
11	Per phase resistance of winding (Ohms) =0.0211 x Lmt ----- A	
12	I <sup>2</sup> R Loss (Kw)	
13	Eddy Current & Stray loss (Kw)	
14	Total copper loss	
15	Guaranteed loss at 75 degree cent.	
16	Source of receipt including details of import of following:	
	(a) EC grade copper	
	(b) Paper Insulation	
	(c) Press board & other insulating materials	

Note: The Tenderers may please note that all data as per Sl.No. 1 to 16 are to be brought out separately for each winding i.e. HV, LV and tap. Also it may be noted that the loss figures against Sl.No. 12,13,14,15 are to be indicated at 75°C.

SIGNATURE  
WITH SEAL OF TENDERER



**FORM OF TECHNICAL DATA—CORE**  
**To be filled in by the tenderer**

Sl.No.	PARTICULARS	100 MVA, 230/110 KV TRANSFORMER
1	Core material	
2	(a) No. of steps of core	
	(b) Thickness of steps	
	© No. of limbs	
3	Gross core area	
4	Stacking factor	
5	Net core area (A)	
6	Core circle dia.(D)	
7	Height of window (H) Width of window	
8	Centre to centre distance of limb (C)	
9	Voltage per turn (V/t)	
10	Weight of core in kg. = $(2.1xD + 3H + 4C) \times A \times 0.00765$	
11	Working flux density (B in tesla) = $(V/t) \times 10^4$ ----- 4.44 f A	
12	Core loss in watt per kg. from graph for grade of core material and selected flux density	
13	Building factor	
14	No. Load Loss in Watts = Core wt. x watts per kg. x Building factor	
15	Guaranteed No load Loss (W)	
16	Source of receipt with proof of import	

SIGNATURE  
WITH SEAL OF TENDERER

**FORM OF UNDERTAKING IN LIEU OF TYPE TEST**

**(To be furnished in non-judicial stamp paper of value not less than Rs.100/-)**

We hereby confirm and undertake that we will conduct and submit Type Test Reports for the offered Transformer (whose Type Test Reports could not re-validated due to lock down in the country since 23<sup>rd</sup> March 2020) at free of cost to TANTRANSCO as per Specification .

**SIGNATURE :**

**NAME IN BLOCK LETTERS :**

**SEAL OF THE COMPANY :**

**In the presence of Witnesses:**

- 1.     Signature  
       Name & Address**
  
- 2.     Signature  
       Name & Address**

**FORM FOR UNDERTAKING TOWARDS INPUT TAX CREDIT**

(Declaration to be submitted by the bidders in Non-Judicial Stamp paper of value not less than Rs.100/-)

To

**The Chief Engineer/Transmission,  
TANTRANSCO,  
4<sup>th</sup> floor, Southern Wing,  
TANTRANSCO Building,  
144, Anna Salai,  
Chennai – 600 002.**

We hereby declare and confirm that we are registered vendor under GST Act having GSTIN in State of ..... . Our applicable GST% for the above reference job is ..... % under HSN code ..... (or) ..... % under SAC code .....

We hereby declare and confirm that we are unregistered vendor under GST Act being turnover is less than Rs. ....Lakhs (being threshold limit) per annum. (For unregistered vendor, the vendor has to submit an affidavit in the enclosed format).

We hereby declare and confirm that we are registered vendor under composite scheme having GSTIN .....

We are aware that as per sec 171 of CGST Act, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit should be passed on to TANTRANSCO by way of commensurate reduction in prices and as such whereby declare that we are extending Rs. ..../- of .....% as rebate in my awarded price against input tax credit benefit.

We hereby declare that we do not have any input tax credit benefit on account of GST applicable against this job. If it is established that we have availed input tax credit benefit against this job, the differential tax benefit will be returned to TANTRANSCO failing which TANTRANSCO may take appropriate action

Signature of bidder  
with Company Seal.

Witness with address:

1)

2)

Note: Bidder may strike out the para not applicable.

**FORM OF STATEMENT OF SUPPLY ORDERS EXECUTED/UNDER EXECUTION DURING THE LAST TEN YEARS AS ON THE DATE OF TENDER.**

<b>Sl. No.</b>	<b>Name and address of the organization</b>	<b>Name of material</b>	<b>P.O.NO. &amp; Date</b>	<b>Qty.</b>	<b>Value of order in Rs. in Lakhs</b>	<b>Scheduled date of completion of order</b>	<b>Actual date of completion of order</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

**COMPANY SEAL:**

**SIGNATURE :**

**DESIGNATION :**

**COMPANY :**

**DATE :**

## **Section V. List of Eligible Countries of Japanese ODA Loans**

**All countries and area are eligible**

# Section VI. Employer's Requirements

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## **I Scope of Supply of Plant and Installation Services by the Contractor**

### **(A) INTRODUCTION :**

Tamil Nadu Transmission Corporation Limited (TANTRANSCO) proposes to strengthen its Transmission network in view of large scale generation capacity addition in the State. For this TANTRANSCO has obtained loan assistance from JICA and intends to use for the scope covered under the present Bid Document which envisages Supply and Erection of 14 Nos.100MVA,230/110KV Auto Transformers for Augmentation of Auto Transformers in various 230/110KV SS in the state of EMPLOYER. The details of works are as here under:

### **Details of Works:**

Complete design details for substation, tower structure, foundation and technical specification for all other associated materials and works shall be provided by Employer as per their standard practice. Any further design required for establishment of SS will be under the scope of the bidder.

### **ELECTRICAL:**

- (i) The scope of supply of 3 phase, 50 Hz, YNa0 Outdoor 100MVA,230/110KV Auto Transformers with On-Load Tap-changing gear, RTCC panel and complete accessories with transformer oil along with Fire protection using Nitrogen Injection System includes design, manufacture, inspection, testing, packing, forwarding, transit cum storage insurance for 90 days and delivery of the Auto Transformer at the allotted substation site ie., un-loading on the plinth or nearer to the plinth in case the plinth is not ready as decided by the site Engineer, erection at site and assisting in testing and commissioning.
- (ii) The equipment shall be manufactured in the manner set out in this specification or where not set out, to the reasonable satisfaction of the purchaser. The transformers shall conform in all respects to high standards of engineering, design and workmanship and latest revisions of relevant standards at the time of offer, and the purchaser shall have the power to reject any work or material, which, in his judgment is not in full accordance therewith.
- (iii) All fittings and accessories or apparatus which may not have been specifically mentioned, but which are necessary and essential for the efficient working of the equipment, shall be deemed to be included in the contract. All outdoor apparatus including bushing insulators with their mountings shall be designed so as to avoid

any accumulation of water.

- (iv) Civil work related to Cooler Banks, and other panels related to the transformers shall be provided by the transformer supplier/erection contractor.
- (v) Prices and rates quoted shall include the cost of all materials, labour, supervision, crafts, tools, equipment and plants, mobilising and demobilising, fuels, lubricants, fixtures, setting and transport duty and taxes on raw materials bought out items if any, royalties, octroi, temporary and permanent works, local taxes, levies if any etc., and other costs those are not specifically mentioned herein but will be incurred by the bidders for the satisfactory and timely completion of the works.
- (vi) The routine tests on all the ordered quantity as specified in Volume –II –Technical shall be conducted FREE of cost. **The type test on 1<sup>st</sup> unit or any unit as designated by TANTRANSCO is to be conducted** at NABL accredited CPRI/ERDA/any other Government approved/Government recognized laboratory /International Accredited Laboratory or in the presence of Purchaser's representatives tested with the testing instruments / equipment having valid calibration certificate issued from third party agency (ERDA/CPRI/ International Accredited Laboratory) as per relevant IS-2026 and IEC-60076.
- (vii) The date of receipt of last component of the main equipment will be reckoned as the date of delivery for the purpose of calculation of liquidated damages for delay in delivery, when the main equipment and accessories are received in piece-meal.
- (viii) Any other equipment/ materials required to complete the specified scope.

All the materials which are essential and not mentioned are also to be provided by the Contractor for successful completion and commissioning of substation.

It intends to use JICA funding for eligible payments under the contract for the works as mentioned above. The bidder will arrange man power tools and tackles and infrastructure for erection of Auto Transformers. The scope of specification does not include Civil work associated with construction of all aforementioned works. The bidder shall furnish full particulars as called for in addition to filling and completing the schedules annexed to this specification. The bidders are allowed to Bid for complete scope of works.



## **II SPECIFICATION:**

The above scope of work is only indicative. The detailed scope of work is given in the price schedule Volume III. The Bidding Documents comprise the following and shall include amendments, if any, thereto:

**VOLUME I:** Commercial Bidding Document

**VOLUME II:** Technical Specification

**VOLUME III:** Price Schedule

While submitting the bid, bidders may please note & ensure that, all the requirements indicated in this Section and may also ensure compliance of requirements stipulated in Volume-II of the bidding document; which contains the following ;

**(a) Specification & requirement for Supply and Erection of 14 Nos., 100MVA, 230/110KV Auto Transformers**

The Volume-II includes technical specification of all equipment, GTP, and technical parameters. The details of **Substations** covered in the scope of bid documents are:-

<b>SL.no</b>	<b>Name Of The 230 KV SS</b>	<b>QTY in Nos.</b>	<b>Region</b>
1	Kits Park	1	Chennai
2	Veerapuram	1	Chennai
3	Athipattu	1	Chennai
4	Thuvakudy	1	Trichy
5	Sankarapuram	1	Villupuram
6	Alandur	1	Trichy
7	Thanjavur	1	Trichy
8	Eachengadu	2	Trichy
9	KK Nagar	3	Chennai
10	Ennore	2	Chennai
<b>Total</b>		<b>14</b>	

- i. The 100MVA, 230/110KV Auto Transformers offered against this bid shall be designed, manufactured as per standards mentioned in the Technical Bid Documents.
- ii. The contractor is required to carry-out supply and erection of 14 Nos., 100MVA, 230/110KV Auto Transformers along with NIFS as per Volume-II –Technical of the Bid Document

The delivery schedule is as follows:

**(A) SUPPLY:**

**i) Commencement :**

To commence with one unit within Eight (8) months from the date of receipt of contract Order.

**ii) Balance Quantities:**

The indents for the balance quantity will be given by the Chief Engineer/Transmission at least 60 days in advance, duly indicating the due date of delivery.

- iii) The vendor shall indicate the minimum and maximum number of units that can be supplied by them every month.

(B) ERECTION:

The erection work shall be completed for each transformer supplied within one month from the date of handing over of site/plinth.

**(b) Schedules to be furnished by the bidder-**

This Section covers various schedules to be furnished by the bidder in respect of offered Plants, the details are given hereunder;

- i. Commercial Deviation
- ii. Technical Deviation
- iii. Undertaking for confirmation of requisite infrastructure & manpower
- iv. Undertaking for confirmation of make of equipments / materials
- v. Undertaking to the effect that the equipments will be furnished as per Technical Specification, confirming to Relevant IEC/IS and the relevant type test and GTP for the same will be furnished on notification of award.
- vi. Type /Special Test Particulars
- vii. Type Rating and Technical Requirements
- viii. Schedule of Guaranteed Performance and other Technical Particulars of Transformer
- ix. Technical Data –Winding
- x. Technical Data –Core
- xi. Undertaking towards Type test.
- xii. Undertaking towards Input Tax credit
- xiii. Statement of orders executed during last Ten years.

### **III. IMPORTANT PARTICULARS AND REQUIREMENTS:**

**1.0. ALL THE EQUIPMENT /MATERIALS TO BE SUPPLIED SHOULD BE IN ACCORDANCE WITH RELEVANT LATEST / AMENDED ISS /IEC, WHETHER IT HAS BEEN SPECIFICALLY MENTIONED IN THE SPECIFICATION OR NOT”.**

1.1. TECHNICAL REQUIREMENT FOR Supply and Erection of 14 Nos. of 100MVA, 230/110 KV Auto Transformers along with NIFS at various Substations in Operation Circles:

The bidders are requested to ensure that the equipment are procured from reputed / qualified manufacturers satisfying the following requirement

- i. The bidder must have established manufacturing facility and successfully manufactured and supplied **Minimum 2 Nos. of 100 MVA** or above capacity and 230KV or 220KV or above Voltage Level Auto Transformer satisfactorily during the preceding 10 years as on date of tender opening along with On-load tap changer arrangement to any of the State Electricity Boards/Govt. Power Utilities/ Govt. Generating Companies/ Private Power Utilities/ Central Power Utilities.
2. **Minimum of 1No.** Transformer of 100 MVA or higher capacity and 230KV or 220KV or above higher voltage Class with On-load tap changer arrangement manufactured & supplied by the bidder should have been in satisfactory operation for a continuous period of 2 years as on the date of tender opening.  
Documentary evidence for satisfactory supply and execution of the contract and satisfactory performance of the transformers supplied shall be furnished from the end user along with the tender.
3. The bidder should furnish Type test certificates for the transformers of respective or higher capacity/ voltage class tested at NABL accredited CPRI/ ERDA/any other Government approved/ Government recognized laboratory / International Accredited Laboratory or in the presence of Purchaser's representatives tested with the testing instruments/ equipment having valid calibration certificate issued from third party agency (ERDA/CPRI/ International Accredited Laboratory) as per relevant IS-2026 and IEC-60076 along with offer. The above tests should have been conducted within FIVE (5) years as on the date of tender opening.

### **SPECIFIC ADDITIONAL CRITERIA.**

The bidder should furnish Dynamic Short Circuit test report with validity within five (5) years as on the original date of Technical bid opening from Government/ Government recognized laboratories/International Accredited Laboratory conforming with latest IS / IEC for 100 MVA or above capacity of 220 or 230KV or above Voltage Class transformer.

Offers of bidder may also be considered subject to production of written undertaking along with the bid in case of Short Circuit test conducted on the tendered item OR HIGHER CAPACITY / VOLTAGE CLASS, is more than FIVE (5) years as at the time of opening of tender, then the bidder has to conduct Short circuit test free of cost on the 1<sup>st</sup> unit / designated unit at the discretion of TANTRANSCO.

Validity Period for the Type test of Major Electrical Equipments as per guideline of CEA December 2020 is as given below:

Sl No	Material	Validity period of type test
1.	Transformer	5
2.	On Load Tap Changer	10
3	Bushing	7

- a) Routine tests with SFRA, Capacitance and Tan Delta Tests shall be carried out in all transformers.
- b) Tests on oil at site shall be at suppliers cost for both Main Tank and OLTC.
- c) i) One unit of out of the ordered quantity will be selected at the discretion of TANTRANSCO shall be tested for measuring No-load and load losses concurrently by **at NABL accredited** CPRI / ERDA / **any other Government approved /** Government recognized High Voltage testing laboratory and tested **with the testing instruments / equipment having valid calibration certificate issued from third party agency (ERDA/CPRI)** as decided by TANTRANSCO. The arrangements connected towards testing shall be made by the supplier and recouped from TANTRANSCO on actuals, if the losses are proved to be within the guaranteed limits.  
The maximum losses (without positive tolerance) shall not exceed the limit as specified in the Volume-II of the bid Document.
- ii) If the losses are found to be higher than the guaranteed values, necessary compensation charges (for excess over losses) shall be levied as per the FORMULA mentioned in volume –II Technical.

- d) HV (230 KV) and LV (110 KV) bushings shall be RIP Bushings.

The Neutral Bushings and support insulator Bushings shall be of porcelain Bushings only. The rating of the neutral bushings shall meet the BIL of the winding.

**GUARANTEE** for 100MVA, 230/110KV Auto Transformers

The entire equipment should be guaranteed for satisfactory operation, free of defects for **a period of 60 months from the date of successful commissioning** of Auto Transformer.

The incidental expenses, charges towards dismantling and re-erection of failed unit/ defective part, transport and freight charges for the replacement of defective materials within the guarantee period shall be borne by the supplier.

The tenderers shall guarantee among other things, the following:

- i) Quality and strength of materials used.
- ii) Safe electrical and mechanical stresses on all parts of the equipment under all specified conditions.
- iii) Performance figures given by the tenderers in the Schedule of Guaranteed technical particulars..

**Defects/Failure noticed during Guarantee period of 5 Years:**

- i. Any defects /failure noticed during this guarantee period shall be rectified, free of cost, within 3 months from the date of intimation of defect/failure. Irrespective of number of failures and repairs within the guarantee period, the suppliers are responsible for free replacement/repair of the defective materials. The guarantee period for such repaired/replaced equipment **shall be THREE years from the date of re-commissioning for the entire transformer (or) the original guarantee period of 60 months from the date of first commissioning, (excluding the time taken for rectification (ie) from the date of the transformer is isolated from service due to fault to the date of putting the transformer back into service), whichever is later.**

In case the major active parts such as HV winding, LV winding and OLTC, failed within the guarantee period, the Guarantee Period has to be extended for another three years from the date of re-commissioning for the whole Transformer only.

In respect of accessories such as Buchholz relay, PRD relay, OSR, MOG, WTI, OTI, TIMERS, CONTACTOR, OL RELAY and Differential relay (wherever applicable) the guarantee period will be for the respective items only.

- ii. In case the major active parts such as HV winding, LV winding, OLTC, HV/LV Bushing failed /defective within the guarantee period.
- iii. The concentration of any fault gas is more than values of condition-1 indicated in clause no 6.5 of IEEE-C57.104-2008, which are as detailed below.

H2	CH4	C2H2	C2H4	C2H6	CO	CO2	TDCG
100	120	1	50	65	350	2500	720

- iv. The winding tan delta goes beyond 0.005 or increases more than 0.001 w.r.t. pre-commissioning values within warranty period. No temperature correction factor shall be applicable for tan delta.

The bidders shall furnish backup guarantee for satisfactory operation for the entire guarantee period of five years.

It may be noted that Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

**2.0** The bidder should be capable to organize supply of requisite quantities of earthing materials and control cables as mentioned in the bid document. For this purpose, the Bidder must confirm and demonstrate by documentary proof that they have the capacity to organize supply of earthing materials and control cables.

- a. Quality of work shall be essence of contracts. In view of this, the bidder should furnish an undertaking that they have required skilled manpower and qualified engineers and technical staff for taking up erection, testing & commissioning works.
- b. The scope of bid includes all associated control room activities viz. control cable termination, wiring, testing and commissioning pertaining to Auto Transformer. The Bidder should have required experience and technical infrastructure to undertake complete erection, testing and commissioning activities as described in the bid document.
- c. It may be noted that Employer reserves the right to waive minor deviations if they do not materially affect the capability of the Bidder to perform the contract.

### **3.0. Eligibility and Conformity of the Facilities:**

Documentary evidence established that the facilities offered by the Bidder in its bid are eligible and conform to the Bidding Documents.

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

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

- (i) The supplier shall prepare a schedule of the works to be carried out with specific periods for each item of work involved. All assembly and erection drawing shall be made available at site.
- (ii) The Contractor shall comply with all the rules and regulations of local authorities during the performance of its field activities. The Contractor shall also comply with the Minimum Wages Act, 1948 and the payment of Wages Act (both of the Government of India) and the rules made there under in

respect of any employee or workman employed or engaged by it or its Sub-Contractor.

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

(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities for a period of Ten (10) years following completion of facilities in accordance with provisions of contract; and

(iii) comments if any, on the Employer's Technical Specifications, Specification for Installation Services (Installation, erection, testing & Commissioning work) and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidders shall note that standards for workmanship, materials and equipment designated by Employer in the Bidding Documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalog numbers in its bid, provided that it demonstrates to Employer's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.

(iv) All details regarding after sales service support offered.

(v) Details establishing the responsiveness of the offer in accordance with Volume-I & II of the Specification.

#### **4.0. Subcontractors Proposed by the Bidder**

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

(ii) The Bidder shall be responsible for ensuring that any Subcontractor proposed complies with the requirements, and that any plant or services to be provided by the Subcontractor comply with the requirements and Qualification Requirement for the Bidder.

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

(iv) It is obligatory on the part of Bidder to provide services for supervision of

erection, testing & commissioning of Auto Transformers with NIFS if they themselves are the manufacturer. In case of bought out plants, services of manufacturer's Engineer for supervision of erection, testing & commissioning of these plants shall be arranged by the bidder.

(v) In the case of a Bidder who offers to supply and install major items of supply under the contract that the Bidder did not manufacture or otherwise produce, the Bidder shall provide the manufacturer's authorization, using the form provided in Section 4 (Bidding Forms), showing that the Bidder has been duly authorized by the manufacturer or producer of the related plant or component to supply that item in the Employer's country. The Bidder is responsible for ensuring that the manufacturer or producer complies with the requirements of ITB 4 and 5 and meets the minimum criteria.

(vi) As far as manufacturing experience and manufacturing capacity for supply of equipments and accessories and supply of other materials is concerned, the documentary proof to be submitted to substantiate the experience requirement.

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

In the execution of the works, no person other than the Contractor or its 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 Site Engineer or his representative

(ix) The Owner shall have lien on all equipment including those of the Contractor, brought to the Site for the purpose of erection, testing and commissioning of the plant.

(x) The Owner shall continue to hold the lien on all such equipment throughout the period of Contract. No material brought to the site shall be removed from the site by the Contractor and/or its Sub-contractors without prior written approval of the Site Engineer.

## **5.0 Requirement for Technical Acceptability**

EMPLOYER will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the **Bidding Documents**. In order to reach such a determination, EMPLOYER will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

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



- (b) Achievement of specified performance criteria by the facilities
- (c) Type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services
- (d) The technical specification of each plant to be supplied by bidder has been described in Volume II. The bidders shall offer all the plants of reputed make.
- (e) Any other relevant factors, if any, indicated in the **Bid Document**, or that the Employer deems necessary or prudent to take into consideration.

## **6.0. Special Requirements**

EMPLOYER expects that participating bidder will take all necessary precautions to supply best quality equipment and materials, which may provide trouble free performance and also it is expected that the modern practices for erection, testing and commissioning shall be adopted to ensure timely and trouble free commissioning of installation and also to ensure aesthetic overall view of finished substation installation.

Some of the conditions which will have to be essentially accepted and followed by the Bidders for the purpose of participating against the Bid and also for undertaking construction activities are enumerated below for specific confirmation by the Bidders.

Accessories /bought out items supplied along with the Transformers should be only from the manufacturers mentioned in GTP of the respective Purchase Order. Accessories other than approved make, shall not be accepted and the subject Power Transformer need not be taken into stock.

For each type of equipment and material, there are a number of manufacturing agencies available in the country and a number of new agencies are also coming-up in various fields. Finalization of make shall be done with mutual consent after award of contract.

While furnishing technical particulars for Auto Transformers , we have mentioned that the bidder must have established manufacturing facility and successfully manufactured and supplied 2 Nos. 100MVA or above capacity and 230KV or 220KV or above voltage level Auto Transformer satisfactorily during the proceeding 10 years as on date of Tender opening along with On load Tap changer arrangement and also the equipment/material manufactured and supplied by them should be in operation for a period of two years for which performance report should be available. Adherence to these conditions may please be ensured.( Refer EQC=General Experience)

Although, we will make final selection of vendor/manufacturer in association with the Bidder after award of contract, it may be mentioned that while doing so, we will take into account our own experience with various vendors/ suppliers in regard to quality of their equipment and their after sales service because in certain cases; we had poor past experience with some of the vendors and therefore, we would prefer to take our experience also into cognizance while making a final selection.

It may please be noted that the requirement in regard to manufacturing

experience and minimum period of satisfactory operation of equipment as mentioned under 6.2.2 above, will have to be complied with and therefore, no effort may please be made to include equipment/material manufactured/supplied by any new agency on the ground that they need to be encouraged on one or the other ground. In the nutshell, we would like to accept equipments/materials only from experienced agencies.

**Bidders may please note that in respect of certain technical requirements and in certain areas, not only our system parameters are different but also our technical specification requirements are stringent. In this connection, it may be noted that the details being furnished have been finalized after careful consideration and therefore, no request may please be made for any deviation from our technical parameters and technical specification which are enclosed with the Bid document.**

As already mentioned elsewhere in the Bid documents for all substation equipments of all voltage classes, the performance guarantee applicable shall be 60 months from the date of commissioning of works. In case after commissioning of work, any operational problem is observed in any equipment because of which any major rectification or replacement work is done, then the guarantee for such equipment shall commence from the date of such activity.

For the purpose of participation against the Bid, it is desired that the Bidder may make necessary correspondence with the vendors concerned for various equipments/material based on technical specification, preferred makes and other conditions stipulated in the Bid document. It may be noted that the Bidder is expected not to advise any other agency to make direct or indirect approaches to us for the purpose of grant of permission for acceptance/inclusion of equipment and material manufactured/organized by them.

#### **7.0. Safety Plan:**

The Bidder shall appoint an "Accident prevention Officer" and shall provide details of the proposed personnel with experience in the relevant field as prescribed in clause 2.5 'Personnel', Section-III "Evaluation & Qualification Criteria". The details of the proposed personnel with experience record shall have to be submitted by the bidder in the relevant Forms prescribed in Section-IV "Bidding Form" of Volume-I of the bidding document.

During the supervision of construction work Employer shall confirm that an Accident Prevention Officer, proposed by the bidder is duly assigned at the Project site & that the construction work is carried out according to the Safety Plan as well as the safety measures prescribed in the programme. If Employer recognizes any short comings regarding the safety measures in general, the bidder shall make appropriate improvements.

The Bidder shall submit a "Safety Plan" in the relevant Form prescribed in Section-IV "Bidding Form" of Volume-I of the bidding document. Employer shall review the Safety Plans submitted by the bidder from the point of view of securing the safety during construction.

The Contract shall include concrete safety measure in the programme stipulated in the clause 18.6, Section-VIII, "Particular Conditions". Employer shall review the programme submitted by the contractor from the point of view of securing the safety during construction and may ask to submit further details if necessary.

While preparing the bid price for (i) the plants for which quantities have been indicated as lump sum or lot or set and/ or (ii) where the quantities are to be estimated by the Bidder shall remain constant unless there is change made in the Scope of Work by EMPLOYER. The quantities and unit prices (i) subsequently arrived while approving the Bill of Quantities (BOQ)/ Billing breakup of lump sum quantities/lot/Set and/or (ii) estimated by the bidder shall be for on account payment purpose only. In case additional quantities, over and above the quantities BOQ/billing breakup and /or estimated by the bidder, are required for successful completion of the scope of work as per Specification, the Bidder shall execute additional quantities of these items for which no additional payment shall be made over and above the lump sum bid price. In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be the property of the bidders and they shall be allowed to take back the same from the site. Set/Lot/ Lump sum shall be governed as per the requirement of the corresponding item description read in conjunction with relevant provisions of Specifications.

#### **IV. CONDITIONS FOR NON-RESPONSIVENESS OF BIDS:**

Volume-I "Instructions to Bidders" clarifies the condition regarding "Responsiveness of Bids". The bidders are requested to carefully go through all sections of the bidding documents to ensure that all required conditions as stipulated in various sections are strictly complied with so that the bids may not fall under the category of "Non-responsive Bids". For instance, some of the deviations which will make a bid non-responsive, resulting into rejection of Bid forthwith, are indicated below:

##### **1) BID SECURITY**

The amount of Bid Security for each package has been stipulated in Japanese Yen(JPY) as well as Indian Rupees. It is obligatory on the part of the bidders to furnish Bid Security as per proforma furnished in Section IV, Volume-I wherever specified and in one of the forms as per Clause 20.1 of Instructions to Bidders, Section-I, read with Bid Data Sheet, Section-II of Volume-I. Any deviation on this account will not be accepted. Also failure to furnish bid security, bid security received late i.e. after opening of bids and bid security received for inadequate amount will make the bid non-responsive.

##### **2) LETTER OF BID**

Letter of Bid as specified in Section-IV, Volume-I has to be submitted complete in all respects with authorised signature to make the bid responsive.

##### **3) ELIGIBLE BIDDERS**

As specified under Clause-4 Section-I, Volume-I Instructions to Bidders - bids from eligible countries only shall be acceptable.

##### **4) VALIDITY OF BIDS**

As specified under Clause-19.1, Section-I, Volume-I, all bids are required to be valid for a period of 180 days from the date of opening of bids. In case validity period is found to be short at the time of opening of bid, all such bids will be rejected and treated as non-responsive.

##### **5) VALIDITY OF BID SECURITY**

As specified under Clause-20 Section-I, Volume-I Instructions to Bidders, the bid security to be furnished will have to be valid for an additional period of 28 days over & above of the validity of Bid. To clarify, while validity of bid should be 180 days, it has to be ensured that the bid security is valid for 208 days from the date of bid opening. Such of the bids wherein validity of bid security is not found to be 208 days will be rejected and returned.

##### **6) CURRENCY OF BID**

As specified in Clause ITB 18.1 Section II "Bid Data Sheet", Volume-I, the currency of Bid for Plant and equipment to be supplied from abroad shall be quoted entirely in US Dollar (US \$) or Euro (€) or Japanese Yen (¥) or currency of Employer's country i.e., in Rupees, the Plant and equipment manufactured and to be supplied from within the Employer's country shall be quoted in currency of the Employer's

country i.e. in Rupees only.

Incidental Charges (Inland Freight & Insurance Charges), & Erection charges shall be quoted in currency of the Employer's country i.e. in Rupees only.

## **7) PRICES**

As specified in Clause ITB 17.7 Section II "Bid Data Sheet", Volume-I, Prices of the Plants/ materials shall be FIXED.

Prices for Inland Freight & Insurance Charges for supply and Erection of 100MVA,230/110KV Auto Transformers charges shall be FIXED.

It may be explicitly noted by the bidder that in case of any deviation in the above, the bid shall be treated as non-responsive.

## **8) QUALIFICATION CRITERIA**

Requirements for the Qualification Criteria for each Package has clearly been spelt out in Section-III, Volume-I. It is obligatory on the part of the bidders to comply with all the criterion and furnish certified copies of documentary proof in support of their statement. Bids not furnishing sufficient details with supporting documents in this regard may be treated as non-responsive.

## **9) CONDITIONAL BIDS**

Such of the bids which are of conditional nature in regard to any of the commercial or technical conditions specified in the bid document will be rejected. Employer's discretion in this regard would be final.

## **10) BIDS FOR INCOMPLETE SCOPE OF WORKS**

Bidders participating for a Bid will have to offer for complete scope of the works of the bid. The bid received for a part of total scope of work covered under the Bid shall be treated as non-responsive.

## **11) TAX BENEFITS**

It is to be clearly understood by suppliers that the entire responsibility for claiming tax benefits extended by Govt of India / Govt. of Tamil Nadu (Concessional customs duty etc) shall rest on them and the Employer will not render any assistance for this purpose except furnishing required documents as per law of the land. Any conditional bid, will be treated as non-responsive and rejected.

## **12) TIME SCHEDULE**

Time schedule has clearly been spelt out under Appendix-4, Section- IX, Volume-I.

## **13) TERMS OF PAYMENT**

Terms and Procedures for Payment have been specified in Appendix-1 of Section-IX, Volume-I 'Contract Forms'. Deviation in the terms of payment shall not be permitted and such bids will be treated as non - responsive.

## **14) PROOF FOR SIGNATORY**

As provided for in the bid document, necessary power of attorney for signature has

to be furnished by the bidder. If the Bidder is from a country where this practice is not used then a similar legal instrument of authorization as applicable under the home country laws of Bidder must be provided. In the absence of the same, the bid will be treated as non-responsive.

### **15) AGREEMENT FOR JOINT VENTURE, CONSORTIUM OR ASSOCIATION(JVA)**

As clarified in the bid document, the following two documents are required to be furnished:

- i. An agreement between the parties to a proposed Joint Venture Association is required (ITB 4.1 Section-II, Bid Data Sheet of Volume-I).
- ii. A power of attorney or similar legal instrument of authorization is required (ITB 4.1 Section-II, Bid Data Sheet of Volume-I).

In the absence of the above, the bid will be treated as non-responsive.

### **16) FRAUD AND CORRUPT PRACTICE**

Special attention of the bidder is invited to the stipulation regarding "Fraud and Corruption" contained in clause 3 of Instruction to Bidders Section-I of Volume-I. Any violation as mentioned therein will be treated seriously and the bid will be considered as non-responsive.

### **17) PERFORMANCE WARRANTY**

Performance warranty period of 60 months from the date of commissioning of that particular works will have to be confirmed by the bidders. In the absence of confirmation or any deviation in period of warranty, the bid shall be treated as non-responsive.

### **18) COMPLETION TIME GUARANTEE ( LIQUIDATED DAMAGES )**

As mentioned in clause 26 of Section-VIII, Volume-I, 'Particular Conditions' in the event of delay in Completion, liquidated damages shall be applicable. In case this is not confirmed or the bidder stipulates any modification, the bid will be treated as non-responsive.

### **19) PERFORMANCE SECURITY**

It may be noted by the bidders that no relaxation in regard to performance security of 10% of contract price will be granted and therefore this requirement as per clause 13.3.1 of Section VIII, Volume-I, 'Particular Conditions' must be confirmed. In the event of non-confirmation or any modification, the bid shall be treated as non-responsive.

### **20) FURNISHING OF SUPPORTING DOCUMENTS**

As specified in the bid document, the bidders will have to submit all data as required towards Techno-Commercial BQR as mentioned in the section.3 evaluation and qualification criteria clause 2.4.3.

In case of non-submission of these, the bid may be treated as non-responsive.

**21) GUARANTEED TECHNICAL PARTICULARS**

It is obligatory on the part of bidders to furnish Guaranteed Technical Particulars enclosed with the bid document duly filled in complete in all respects for the equipments. In case Guaranteed Technical Particulars duly filled in complete in all respects is not furnished, the bid may be treated as non-responsive.

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**Form of Completion Certificate**

Date: \_\_\_\_\_

Loan Agreement No: \_\_\_\_\_

Reference ID No: \_\_\_\_\_

\_\_\_\_\_  
To: \_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GC Clause 24 (Completion of the Facilities) of the General Conditions of the Contract entered into between yourselves and the Employer dated \_\_\_\_\_, relating to the \_\_\_\_\_, we hereby notify you that the following part(s) of the Facilities was (were) complete on the date specified below, and that, in accordance with the terms of the Contract, the Employer hereby takes over the said part(s) of the Facilities, together with the responsibility for care and custody and the risk of loss thereof on the date mentioned below.

1. Description of the Facilities or part thereof:

\_\_\_\_\_

2. Date of Completion: \_\_\_\_\_

However, you are required to complete the outstanding items listed in the attachment hereto as soon as practicable.

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_  
Title

(Project Manager)

**Form of Operational Acceptance Certificate**

Date: \_\_\_\_\_

Loan Agreement No: \_\_\_\_\_

Reference ID No: \_\_\_\_\_

\_\_\_\_\_

To: \_\_\_\_\_

Dear Ladies and/or Gentlemen,

Pursuant to GC Sub-Clause 25.3 (Operational Acceptance) of the General Conditions of the Contract entered into between yourselves and the Employer dated\_\_, relating to the \_\_\_\_\_, we hereby notify you that the Functional Guarantees of the following part(s) of the Facilities were satisfactorily attained on the date specified below.

1. Description of the Facilities or part thereof:

\_\_\_\_\_

2. Date of Operational Acceptance: \_\_\_\_\_

This letter does not relieve you of your obligation to complete the execution of the Facilities in accordance with the Contract nor of your obligations during the Defect Liability Period.

Very truly yours,

\_\_\_\_\_  
Title  
(Project Manager)

## **Change Order Procedure and Forms**

Date: \_\_\_\_\_

Loan Agreement No: \_\_\_\_\_

Reference ID No: \_\_\_\_\_

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1. General
2. Change Order Log
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Proposal

## **Change Order Procedure**

### **1. General**

This section provides samples of procedures and forms for implementing changes in the Facilities during the performance of the Contract in accordance with GC Clause 39 (Change in the Facilities) of the General Conditions.

### **2. Change Order Log**

The Contractor shall keep an up-to-date Change Order Log to show the current status of Requests for Change and Changes authorized or pending, as Annex 8. Entries of the Changes in the Change Order Log shall be made to ensure that the log is up-to-date. The Contractor shall attach a copy of the current Change Order Log in the monthly progress report to be submitted to the Employer.

### **3. References for Changes**

- (1) Request for Change as referred to in GC Clause 39 shall be serially numbered CR-X-nnn.
- (2) Estimate for Change Proposal as referred to in GC Clause 39 shall be serially numbered CN-X-nnn.
- (3) Acceptance of Estimate as referred to in GC Clause 39 shall be serially numbered CA-X-nnn.
- (4) Change Proposal as referred to in GC Clause 39 shall be serially numbered CP-X-nnn.
- (5) Change Order as referred to in GC Clause 39 shall be serially numbered CO-X-nnn.

Note: (a) Requests for Change issued from the Employer's Home Office and the Site representatives of the Employer shall have the following respective references:

Home Office	CR-H-
nnn Site	CR-S-
nnn	

- (b) The above number "nnn" is the same for Request for Change, Estimate for Change Proposal, Acceptance of Estimate, Change Proposal and Change Order.

**Annex 1. Request for Change Proposal**

(Employer's Letterhead)

To: [Contractor's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract  
Number]

Dear Ladies and/or Gentlemen:

With reference to the captioned Contract, you are requested to prepare and submit a Change Proposal for the Change noted below in accordance with the following instructions within [number] days of the date of this letter [or on or before (date)].

1. Title of Change : [Title]
2. Change Request No : [Number]
3. Originator of Change : Employer: [Name]  
Contractor (by Application for  
Change Proposal No.  
[Number])
4. Brief Description of Change: [Description]
5. Facilities and/or Item No. of equipment related to the requested Change: [Description]
6. Reference drawings and/or technical documents for the request of Change:  
  
Drawing No./Document No.   Description
7. Detailed conditions or special requirements on the requested Change: [Description]
8. General Terms and Conditions:
  - (a) Please submit your estimate to us showing what effect the requested Change will have on the Contract Price.
  - (b) Your estimate shall include your claim for the additional time, if any, for completion of the requested Change.

- (c) If you have any opinion negative to the adoption of the requested Change in connection with the conformability to the other provisions of the Contract or the safety of the Plant or Facilities, please inform us of your opinion in your proposal of revised provisions.
- (d) Any increase or decrease in the work of the Contractor relating to the services of its personnel shall be calculated.
- (e) You shall not proceed with the execution of the work for the requested Change until we have accepted and confirmed the amount and nature in writing.

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

**Annex 2. Estimate for Change Proposal**

(Contractor's Letterhead)

To: [Employer's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract Number]

Dear Ladies and/or Gentlemen:

With reference to your Request for Change Proposal, we are pleased to notify you of the approximate cost of preparing the below-referenced Change Proposal in accordance with GC Sub-Clause 39.2.1 of the General Conditions. We acknowledge that your agreement to the cost of preparing the Change Proposal, in accordance with GC Sub-Clause 39.2.2, is required before estimating the cost for change work.

1. Title of Change : [Title]
2. Change Request No./Rev. : [Number]
3. Brief Description of Change : [Description]
4. Scheduled Impact of Change : [Description]
5. Cost for Preparation of Change Proposal : [Cost]<sup>1</sup>

(a)	Engineering	(Amount)
(i)	Engineer _____ hrs x _____ rate/hr =	_____
(ii)	Draftsperson _____ hrs x _____ rate/hr =	_____
	Sub-total _____ hrs	_____
	Total Engineering Cost	_____
(b)	Other Cost	_____
	Total Cost (a) + (b)	_____

\_\_\_\_\_  
(Contractor's Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Name of signatory)\_\_\_\_\_  
(Title of signatory)

<sup>1</sup> Costs shall be in the currencies of the Contract.

**Annex 3. Acceptance of Estimate**

(Employer's Letterhead)

To: [Contractor's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract Number]

Dear Ladies and/or Gentlemen:

We hereby accept your Estimate for Change Proposal and agree that you should proceed with the preparation of the Change Proposal.

1. Title of Change: [Title]
2. Change Request No./Rev.: [Request Number/ Revision]
3. Estimate for Change Proposal No./Rev.: [Proposal Number/ Revision]
4. Acceptance of Estimate No./Rev.: [Estimate Number/ Revision]
5. Brief Description of Change: [Description]
6. Other Terms and Conditions: In the event that we decide not to order the Change accepted, you shall be entitled to compensation for the cost of preparation of Change Proposal described in your Estimate for Change Proposal mentioned in para. 3 above in accordance with GC Clause 39 of the General Conditions.

\_\_\_\_\_  
(Employer's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name and Title of signatory)



**Annex 4. Change Proposal**

(Contractor's Letterhead)

To: [Employer's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract Number]

Dear Ladies and/or Gentlemen:

In response to your Request for Change Proposal No. [Number], we hereby submit our proposal as follows:

1. Title of Change: [Name]
2. Change Proposal No./Rev.: [Proposal Number/ Revision]
3. Originator of Change:      Employer: [Name]  
   Contractor: [Name]
4. Brief Description of Change: [Description]
5. Reasons for Change: [Reason]
6. Facilities and/or Item No. of Equipment related to the requested Change: [Facilities]
7. Reference drawings and/or technical documents for the requested Change:

<u>Drawing/Document No.</u>	<u>Description</u>
-----------------------------	--------------------

8. Estimate of increase/decrease to the Contract Price resulting from Change Proposal:<sup>2</sup>

(Amount)

- |  |       |
|--|-------|
| (a) Direct material                      | _____ |
| (b) Major construction equipment         | _____ |
| (c) Direct field labor (Total __ hrs)    | _____ |
| (d) Subcontracts                         | _____ |
| (e) Indirect material and labor          | _____ |
| (f) Site supervision                     | _____ |
| (g) Head office technical staff salaries | _____ |

---

<sup>2</sup> Costs shall be in the currencies of the Contract.

Process engineer	_____ hrs @ _____ rate/hr	_____
Project engineer	_____ hrs @ _____ rate/hr	_____
Equipment engineer	_____ hrs @ _____ rate/hr	_____
Procurement	_____ hrs @ _____ rate/hr	_____
Draftsperson	_____ hrs @ _____ rate/hr	_____
Total	_____ hrs	_____

- (h) Extraordinary costs (computer, travel, etc.) \_\_\_\_\_
- (i) Fee for general administration, \_\_\_\_\_ % of Items \_\_\_\_\_
- (j) Taxes and customs duties \_\_\_\_\_
- Total lump sum cost of Change Proposal \_\_\_\_\_
- (Sum of items (a) to (j)) \_\_\_\_\_
- Cost to prepare Estimate for Change Proposal \_\_\_\_\_
- (Amount payable if Change is not accepted) \_\_\_\_\_

9. Additional time for Completion required due to Change Proposal
10. Effect on the Functional Guarantees
11. Effect on the other terms and conditions of the Contract
12. Validity of this Proposal: within [Number] days after receipt of this Proposal by the Employer
13. Other terms and conditions of this Change Proposal:
  - (a) You are requested to notify us of your acceptance, comments or rejection of this detailed Change Proposal within [Number] days from your receipt of this Proposal.
  - (b) The amount of any increase and/or decrease shall be taken into account in the adjustment of the Contract Price.
  - (c) Contractor's cost for preparation of this Change Proposal:<sup>3</sup>

\_\_\_\_\_  
(Contractor's Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name of signatory)

\_\_\_\_\_  
(Title of signatory)

<sup>3</sup> Specify where necessary.

## Annex 5. Change Order

(Employer's Letterhead)

To: [Contractor's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract Name]

Dear Ladies and/or Gentlemen:

We approve the Change Order for the work specified in the Change Proposal (No. [Number]), and agree to adjust the Contract Price, Time for Completion and/or other conditions of the Contract in accordance with GC Clause 39 of the General Conditions.

1. Title of Change: [Name]
2. Change Request No /Rev.: [Request Number/ Revision]
3. Change Order No /Rev.: [Order Number/ Revision]
4. Originator of Change:                      Employer: [Name]  
   Contractor: [Name]
5. Authorized Price:  
  
Ref. No.: [Number]    Date: [Date]  
Foreign currency portion [Amount] plus Local currency portion  
[Amount]
6. Adjustment of Time for Completion  
  
None                                      Increase [Number] days                      Decrease  
[Number] days
7. Other effects, if any

Authorized by: \_\_\_\_\_  
(Employer)

Date:\_\_\_\_\_

Accepted by: \_\_\_\_\_  
(Contractor)

Date:\_\_\_\_\_

**Annex 6. Pending Agreement Change Order**

(Employer's Letterhead)

To: [Contractor's Name and Address]

Date: \_\_\_\_\_

Attention: [Name and Title]

Contract Name: [Contract Name]

Contract Number: [Contract Number]

Dear Ladies and/or Gentlemen:

We instruct you to carry out the work in the Change Order detailed below in accordance with GC Clause 39 of the General Conditions.

1. Title of Change: [Name]
2. Employer's Request for Change Proposal No./Rev.: [Number/ Revision] dated: [Date]
3. Contractor's Change Proposal No./Rev.: [Number/ Revision] dated: [Date]
4. Brief Description of Change: [Description]
5. Facilities and/or Item No. of equipment related to the requested Change: [Facilities]
6. Reference Drawings and/or technical documents for the requested Change:  

<u>Drawing/Document No.</u>	<u>Description</u>
-----------------------------	--------------------
7. Adjustment of Time for Completion:
8. Other change in the Contract terms:
9. Other terms and conditions:

\_\_\_\_\_  
(Employer's Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Name of signatory)\_\_\_\_\_  
(Title of signatory)

**Annex 7. Application for Change Proposal**

(Contractor's Letterhead)

To: [Contractor's Name and Address]

Date: \_\_\_\_\_

Attention : [Name and Title]

Contract Name : [Contract Name]

Contract Number : [Contract  
Number]

Dear Ladies and/or Gentlemen:

We hereby propose that the below-mentioned work be treated  
as a Change in the Facilities.

1. Title of Change : [Name]

2. Application for Change Proposal No./Rev.: [Number/  
Revision]  
dated:

[Date]

3. Brief Description of Change: [Description]

4. Reasons for Change:

5. Order of Magnitude Estimation (in the currencies of the Contract):

6. Scheduled Impact of Change:

7. Effect on Functional Guarantees, if any:

8. Appendix:

\_\_\_\_\_  
(Contractor's Name)\_\_\_\_\_  
(Signature)\_\_\_\_\_  
(Name of signatory)\_\_\_\_\_  
(Title of signatory)

**Supplementary Information**

## **Section VII. General Conditions (GC)**



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## General Conditions

### A. Contract and Interpretation

1. **Definitions**    1.1 The following words and expressions shall have the meanings hereby assigned to them:

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

“Contract Documents” means the documents listed in Article 1.1 (Contract Documents) of the Contract Agreement (including any amendments thereto).

“GC” means the General Conditions hereof.

“PC” means the Particular Conditions.

“day” means calendar day .

“year” means 365 days.

“month” means calendar month.

“Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.

“Employer” means the person **named as such in the PC** and includes the legal successors or permitted assigns of the Employer.

“Project Manager” means the person appointed by the Employer in the manner provided in GC Sub-Clause 17.1 (Project Manager) hereof and **named as such in the PC** to perform the duties delegated by the Employer.

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

“Contractor’s Representative” means any person nominated by the Contractor and approved by the Employer in the manner provided in GC Sub-Clause 17.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“Construction Manager” means the person appointed by the Contractor’s Representative in the manner provided in

## GC Sub-Clause 17.2.4.

“Subcontractor,” including manufacturers, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant, is sub-contracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

“Dispute Board” (DB) means the person or persons named as such in the PC appointed by agreement between the Employer and the Contractor to make a decision with respect to any dispute or difference between the Employer and the Contractor referred to him or her by the Parties pursuant to GC Sub-Clause 45.1 (Dispute Board) hereof

“JICA” means Japan International Cooperation Agency.

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

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

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

“Installation Services” means all those services ancillary to the supply of the Plant for the Facilities, to be provided by the Contractor under the Contract, such as transportation and provision of marine or other similar insurance, inspection, expediting, site preparation works (including the provision and use of Contractor’s Equipment and the supply of all construction materials required), installation, testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training, etc... as the case may require.

“Works” means the Permanent Works and the Temporary Works, or either of them as appropriate.

“Contractor’s Equipment” means all facilities, equipment, machinery, tools, apparatus, appliances or things of every kind required in or for installation, completion and

maintenance of Facilities that are to be provided by the Contractor, but does not include Plant, or other things intended to form or forming part of the Facilities.

“Country of Origin” means the countries and territories eligible under the rules of JICA as further **elaborated in the PC.**

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

“Effective Date” means the date of fulfillment of all conditions stated in Article 3 (Effective Date) of the Contract Agreement, from which the Time for Completion shall be counted.

“Time for Completion” means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained, as referred to in GC Clause 8 and in accordance with the relevant provisions of the Contract.

“Completion” means that the Facilities (or a specific part thereof where specific parts are specified in the Contract) have been completed operationally and structurally and put in a tight and clean condition, that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed, and that the Facilities or specific part thereof are ready for Commissioning as provided in GC Clause 24 (Completion of the Facilities) hereof.

“Precommissioning” means the testing, checking and other requirements specified in the Employer’s Requirements that are to be carried out by the Contractor in preparation for Commissioning as provided in GC Clause 24 (Completion of the Facilities) hereof.

“Commissioning” means operation of the Facilities or any part thereof by the Contractor following Completion, which operation is to be carried out by the Contractor as provided in GC Sub-Clause 25.1 (Commissioning) hereof, for the purpose of carrying out Guarantee Test(s).

“Guarantee Test(s)” means the test(s) specified in the Employer’s Requirements to be carried out to ascertain whether the Facilities or a specified part thereof is able to attain the Functional Guarantees specified in the

Appendix to the Contract Agreement titled Functional Guarantees, in accordance with the provisions of GC Sub-Clause 25.2 (Guarantee Test) hereof.

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

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

**2. Contract Documents**

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

**3.**

In the Contract, except where the context requires otherwise:

**Interpretation**

- (a) Words indicating one gender include all genders;
- (b) Words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) Provisions including the word “agree,” “agreed,” or “agreement” require the agreement to be recorded in writing;
- (d) The word “tender” is synonymous with “bid,” “tenderer,” with “bidder,” and “tender documents” with “bidding documents,” and
- (e) “Written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

### Incoterms

Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of Parties there under shall be as prescribed by *Incoterms*.

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

### Entire Agreement

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

### Amendment

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

### Independent Contractor

The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the Parties hereto. Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.

### Non-Waiver

Subject to GC Sub-Clause 3.7.2 below, no relaxation, forbearance, delay or indulgence by either Party in enforcing any of the terms and conditions of

the Contract or the granting of time by either Party to the other shall prejudice, affect or restrict the rights of that Party under the Contract, nor shall any waiver by either Party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

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

#### Severability

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

#### Country of Origin

"Origin" means the place where the plant and component parts thereof are mined, grown, produced or manufactured, and from which the services are provided. Plant components are produced when, through manufacturing, processing, or substantial or major assembling of components, a commercially recognized product results that is substantially in its basic characteristics or in purpose or utility from its components.

4.

#### **Communications**

Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- (a) In writing and delivered against receipt; and
- (b) Delivered, sent or transmitted to the address for the recipient's communications as stated in the Contract Agreement.

When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Project Manager, a copy shall be sent to the Project Manager or the other Party, as the case may be.



**5. Law and Language**

The Contract shall be governed by and interpreted in accordance with laws of the country **specified in the PC.**

The ruling language of the Contract shall be that **stated in the PC.**

The language for communications shall be the ruling language unless otherwise **stated in the PC.**

**6. Fraud and Corruption**

If the Employer determines that the Contractor and/or its subcontractors has engaged in corrupt, fraudulent, collusive coercive or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving fourteen (14) days notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 42 shall apply as if such expulsion had been made under Sub-Clause 42.2.1 (c).

Should any employee of the Contractor be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the execution of the Works, then that employee shall be removed in accordance with GC Sub-Clause 17.2.5 and 17.2.6.

**B. Subject Matter of Contract**

**7. Scope of Facilities**

Unless otherwise expressly limited in the Employer's Requirements, the Contractor's obligations cover the provision of all Plant and the performance of all Installation Services required for the design, and the manufacture (including procurement, quality assurance, construction, installation, associated civil works, Pre-commissioning and delivery) of the Plant, and the installation, completion and commissioning of the Facilities in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Section, Employer's Requirements. Such specifications include, but are not limited to, the provision of supervision and engineering services; the supply of labor, materials, equipment, spare parts (as specified in GC Sub-Clause 7.3 below) and accessories; Contractor's Equipment; construction utilities and supplies; temporary materials, structures and facilities; transportation (including, without limitation, unloading and hauling to, from and at the Site); and storage, except for those supplies, W works and services that will be provided or performed by the Employer, as set forth

in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer.

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

In addition to the supply of Mandatory Spare Parts included in the Contract, the Contractor agrees to supply spare parts required for the operation and maintenance of the Facilities for the period **specified in the PC** and the provisions, if any, **specified in the PC**. However, the identity, specifications and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and the price of such spare parts shall be that given in Price Schedule No. 6, which shall be added to the Contract Price. The price of such spare parts shall include the purchase price therefor and other costs and expenses (including the Contractor's fees) relating to the supply of spare parts

**8. Time for Commencement and Completion**

The Contractor shall commence work on the Facilities within the period **specified in the PC** and without prejudice to GC Sub-Clause 26.2 hereof, the Contractor shall thereafter proceed with the Facilities in accordance with the time schedule specified in the Appendix to the Contract Agreement titled Time Schedule.

The Contractor shall attain Completion of the Facilities or of a part where a separate time for Completion of such part is specified in the Contract, within the time **stated in the PC** or within such extended time to which the Contractor shall be entitled under GC Clause 40 hereof.

**9. Contractor's Responsibilities**

The Contractor shall design, manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract. When completed, the Facilities should be fit for the purposes for which they are intended as defined in the Contract.

The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the Facilities including any data as to boring tests provided by the Employer, and on the basis of information that the Contractor could have obtained

from a visual inspection of the Site if access thereto was available and of other data readily available to it relating to the Facilities as of the date twenty-eight (28) days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

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

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

9. 5 Any Plant and Installation Services that will be incorporated in or be required for the Facilities and other supplies shall have their origin as specified under GC Clause 1 (Country of Origin). Any subcontractors retained by the Contractor shall be from a country as specified in GC Clause 1 (Country of Origin).

- 9.6 If the Contractor is a joint venture, or association (JVA) of two or more persons, all such persons shall be jointly and severally bound to the Employer for the fulfillment of the provisions of the Contract, and shall designate one of such persons to act as a leader with authority to bind the JVA. The composition or the constitution of the JVA shall not be altered without the prior consent of the Employer.

**10. Employer's Responsibilities**

All information and/or data to be supplied by the Employer as described in the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, shall be deemed to be accurate, except when the Employer expressly states otherwise.

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

The Employer shall acquire and pay for all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in the country where the Site is located which (a) such authorities or undertakings require the Employer to obtain in the Employer's name, (b) are necessary for the execution of the Contract, including those required for the performance by both the Contractor and the Employer of their respective obligations under the Contract, and (c) are specified in the Appendix (Scope of Works and Supply by the Employer).

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

Unless otherwise specified in the Contract or agreed upon by the Employer and the Contractor, the Employer shall provide sufficient, properly qualified operating and maintenance personnel; shall supply and make available all raw materials, utilities, lubricants, chemicals, catalysts, other materials and facilities; and shall perform all work and services of whatsoever nature, including those required by the Contractor to properly carry out Pre-commissioning, Commissioning and Guarantee Tests, all in accordance with the provisions of the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, at or before the time specified in the program furnished by the Contractor under GC Sub-Clause 18.2 hereof and in the manner thereupon specified or as otherwise agreed upon by the Employer and the Contractor.

The Employer shall be responsible for the continued operation of the Facilities after Completion, in accordance with GC Sub-Clause 24.8, and shall be responsible for facilitating the Guarantee Test(s) for the Facilities, in accordance with GC Sub-Clause 25.2.

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

In the event that the Employer shall be in breach of any of his obligations under this Clause, the additional cost incurred by the Contractor in consequence thereof shall be determined by the Project Manager and added to the Contract Price.

### **C. Payment**

#### **11. Contract Price**

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

Unless an adjustment clause is **provided for in the PC**, the Contract Price shall be a firm lump sum not subject to any alteration, except in the event of a Change in the Facilities or as otherwise provided in the Contract.

Subject to GC Sub-Clauses 9.2, 10.1 and 35 hereof, the Contractor shall be deemed to have satisfied itself as to

the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

## **12. Terms of Payment**

The Contract Price shall be paid as specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement and in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which also outlines the procedures to be followed in making application for and processing payments.

No payment made by the Employer herein shall be deemed to constitute acceptance by the Employer of the Facilities or any part(s) thereof.

In the event that the Employer fails to make any payment by its respective due date or within the period set forth in the Contract, the Employer shall pay to the Contractor interest on the amount of such delayed payment at the rate(s) shown in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.

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

## **13. Securities**

### **13.1 Issuance of Securities**

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

#### **Advance Payment Security**

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security in an amount equal to the advance payment calculated in accordance with the Appendix to the Contract Agreement titled Terms and Procedures of Payment, and in the same currency or currencies.

The security shall be in the form provided in the Bidding Documents or in another form acceptable to the Employer. The amount of the

security shall be reduced in proportion to the value of the Facilities executed by and paid to the Contractor from time to time, and shall automatically become null and void when the full amount of the advance payment has been recovered by the Employer. The security shall be returned to the Contractor immediately after its expiration.

#### Performance Security

The Contractor shall, within twenty-eight (28) days of the notification of contract award, provide a security for the due performance of the Contract in the amount **specified in the PC**.

The Performance Security shall be denominated in the currency or currencies of the Contract, or in a freely convertible currency acceptable to the Employer, and shall be in the form provided in Section IX, Contract Forms, corresponding to the type of bank guarantee stipulated by the Employer in the PC, or in another form acceptable to the Employer.

**Unless otherwise specified in the PC**, the security shall be reduced by half on the date of the Operational Acceptance. The Security shall become null and void, or shall be reduced pro rata to the Contract Price of a part of the Facilities for which a separate Time for Completion is provided, five hundred and forty (540) days after Completion of the Facilities or three hundred and sixty five (365) days after Operational Acceptance of the Facilities, whichever occurs first; provided, however, that if the Defects Liability Period has been extended on any part of the Facilities pursuant to GC Sub-Clause 27.8 hereof, the Contractor shall issue an additional security in an amount proportionate to the Contract Price of that *part*. The security shall be returned to the Contractor immediately after its expiration, provided, however, that if the Contractor, pursuant to GC Sub-Clause 27.10, is liable for an extended defect liability obligation, the Performance Security shall be extended for the period specified in the PC pursuant to GC Sub-Clause 27.10 and up to the amount specified in the PC.

The Employer shall not make a claim under the Performance Security, except for amounts to

which the Employer is entitled under the Contract. The Employer shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Employer was not entitled to make the claim.

#### **14. Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

Notwithstanding GC Sub-Clause 14.1 above, the Employer shall bear and promptly pay:

- (a) all customs and import duties for the Plant specified in Price Schedule No. 1; and
- (b) Other domestic taxes such as, sales tax and value added tax (VAT) on the Plant specified in Price Schedules No. 1 and No. 2 and that are to be incorporated into the Facilities, and on the finished goods, imposed by the law of the country where the Site is located.

If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the country where the Site is located, the Employer shall use its best endeavors to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.

For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of bid submission in the country where the Site is located (hereinafter called "Tax" in this GC Sub-Clause 14.4). If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Subcontractors or their employees in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction



there from, as the case may be, in accordance with GC Clause 36 hereof.

#### **D. Intellectual Property**

##### **15. License/Use of Technical Information**

For the operation and maintenance of the Plant, the Contractor hereby grants a non-exclusive and non-transferable license (without the right to sub-license) to the Employer under the patents, utility models or other industrial property rights owned by the Contractor or by a third Party from whom the Contractor has received the right to grant licenses thereunder, and shall also grant to the Employer a non-exclusive and non-transferable right (without the right to sub-license) to use the know-how and other technical information disclosed to the Employer under the Contract. Nothing contained herein shall be construed as transferring ownership of any patent, utility model, trademark, design, copyright, know-how or other intellectual property right from the Contractor or any third Party to the Employer.

The copyright in all drawings, documents and other materials containing data and information furnished to the Employer by the Contractor herein shall remain

vested in the Contractor or, if they are furnished to the Employer directly or through the Contractor by any third Party, including suppliers of materials, the copyright in such materials shall remain vested in such third Party.

**16. Confidential Information**

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

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

The obligation of a Party under GC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which

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

The above provisions of this GC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the Parties hereto prior to the date of the

Contract in respect of the Facilities or any part thereof.

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

### **E. Execution of the Facilities**

17.

#### Project Manager

#### **Representatives**

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

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

#### Contractor's Representative & Construction Manager

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

shall apply thereto.

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

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

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

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

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

From the commencement of installation of the Facilities at the Site until Completion, the Contractor's Representative shall appoint a suitable person as the Construction Manager. The Construction Manager shall supervise all work done at the Site by the Contractor and shall be present at the Site throughout

normal working hours except when on leave, sick or absent for reasons connected with the proper performance of the Contract. Whenever the Construction Manager is absent from the Site, a suitable person shall be appointed to act as the Construction Manager's deputy.

The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Site regulations provided under GC Sub-Clause 22.4. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

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

## **18. Work Program**

### Contractor's Organization

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

### Program of Performance

Within twenty-eight (28) days after the Effective Date, the Contractor shall submit to the Project Manager a detailed program of performance of the Contract, made in a form acceptable to the Project Manager and showing the sequence in which it proposes to design, manufacture, transport, assemble, install and pre-commission the Facilities, as well as the date by which the Contractor reasonably requires that the Employer shall have fulfilled its obligations under the Contract so as to enable the Contractor to execute the Contract in

accordance with the program and to achieve Completion, Commissioning and Acceptance of the Facilities in accordance with the Contract. The program so submitted by the Contractor shall accord with the Time Schedule included in the Appendix to the Contract Agreement titled Time Schedule, and any other dates and periods specified in the Contract. The Contractor shall update and revise the program as and when appropriate or when required by the Project Manager, but without modification in the Time for Completion specified in the PC pursuant to Sub-Clause 8.2 and any extension granted in accordance with GC Clause 40, and shall submit all such revisions to the Project Manager.

#### Progress Report

The Contractor shall monitor progress of all the activities specified in the program referred to in GC Sub-Clause 18.2 above, and supply a progress report to the Project Manager every month.

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

#### Progress of Performance

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

#### Procedures

The Contract shall be executed in accordance with the Contract Documents including the procedures given in the Forms and Procedures of the Employer's

Requirements.

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

19.

**Subcontracting**

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

The Contractor shall select and employ its Subcontractors for such major items from those listed in the lists referred to in GC Sub-Clause 19.1.

For items or parts of the Facilities not specified in the Appendix to the Contract Agreement titled List of Major Items of Plant and Installation Services and List of Approved Subcontractors, the Contractor may employ such Subcontractors as it may select, at its discretion.

Each sub-contract shall include provisions, which would entitle the Employer to require the sub-contract to be assigned to the Employer under GC 19.5 (if and when applicable), or in event of termination by the Employer under GC 42.2.

If a sub-contractor's obligations extend beyond the expiry date of the relevant Defects Liability Period and the Project Manager, prior to that date, instructs the Contractor to assign the benefits of such obligations to the Employer, then the Contractor shall do so.

**20. Design and Engineering**

Specifications and Drawings

The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or

where not so specified, in accordance with good engineering practice.

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

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

#### Codes and Standards

Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date twenty-eight (28) days prior to date of bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with GC Clause 39.

#### Approval/Review of Technical Documents by Project Manager

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

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

GC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished



to the Project Manager for its review only.

Within fourteen (14) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes.

If the Project Manager fails to take such action within the said fourteen (14) days, then the said document shall be deemed to have been approved by the Project Manager.

The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice.

If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.

If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the Parties within a reasonable period, then such dispute or difference may be referred to a Dispute Board for determination in accordance with GC Sub-Clause 45.1 hereof. If such dispute or difference is referred to a Dispute Board, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Dispute Board upholds the Contractor's view on the dispute and if the Employer has not given notice under

GC Sub-Clause 45.3 hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Dispute Board shall decide, and the Time for Completion shall be extended accordingly.

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

The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the Project Manager's approval thereof, pursuant to the provisions of this GC Sub-Clause 20.3.

If the Project Manager requests any change in any already approved document and/or in any document based thereon, the provisions of GC Clause 39 shall apply to such request.

## 21. **Procurement**    21.1 Plant

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

### Employer-Supplied Plant

If the Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer provides that the Employer shall furnish any specific items to the Contractor, the following provisions shall apply:

21. The Employer shall, at its own risk and expense, transport each item to the place on or near the Site as agreed upon by the Parties and make such item available to the Contractor at the time specified in the program furnished by the Contractor, pursuant to GC Sub-Clause 18.2, unless otherwise mutually agreed.

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

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

#### Transportation

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

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

Upon dispatch of each shipment of materials and the Contractor's Equipment, the Contractor shall notify the Employer by telex, cable, facsimile or electronic means, of the description of the materials and of the Contractor's Equipment, the point and means of dispatch, and the estimated time and point of arrival in the country where the Site is located, if applicable, and at the Site. The Contractor shall furnish the Employer with relevant shipping documents to be agreed upon between the Parties.

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

### Customs Clearance

The Contractor shall, at its own expense, handle all imported materials and Contractor's Equipment at the point(s) of import and shall handle any formalities for customs clearance, subject to the Employer's obligations under GC Sub-Clause 14.2, provided that if applicable laws or regulations require any application or act to be made by or in the name of the Employer, the Employer shall take all necessary steps to comply with such laws or regulations. In the event of delays in customs clearance that are not the fault of the Contractor, the Contractor shall be entitled to an extension in the Time for Completion, pursuant to GC Clause 40.

## **22. Installation**      22.1 Setting Out/Supervision

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

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

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

Labor:

#### Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, housing, feeding and transport.

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

The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labor and personnel to be employed on the Site into the country where the Site is located. The Employer will, if requested by the Contractor, use his best endeavors in a timely and expeditious manner to assist the Contractor in obtaining any local, state, national or government permission required for bringing in the Contractor's personnel.

The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to the place where they were recruited or to their domicile. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date

programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.

#### Persons in the Service of Employer

The Contractor shall not recruit, or attempt to recruit, staff and labor from amongst the Employer's Personnel.

#### Labor Laws

The Contractor shall comply with all the relevant labor Laws applicable to the Contractor's Personnel, including Laws relating to their employment, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights.

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

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

#### Rates of Wages and Conditions of Labor

The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of the Contractor.

The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in the Country in respect of such of

their salaries, wages and allowances as are chargeable under the Laws for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws.

### Working Hours

No Works shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours **stated in the PC**, unless:

- (a) otherwise stated in the Contract,
- (b) the Project Manager gives consent, or
- (c) the work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Project Manager.

If and when the Contractor considers it necessary to carry out work at night or on public holidays so as to meet the Time for Completion and requests the Project Manager's consent thereto, the Project Manager shall not unreasonably withhold such consent.

This Sub-Clause shall not apply to any work which is customarily carried out by rotary or double-shifts.

### Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities for the Contractor's Personnel. The Contractor shall also provide facilities for the Employer's Personnel as stated in the Specification.

The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

### Health and Safety

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In

collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.

The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility, and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the performance of the Contract, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.

The Contractor shall send to the Project Manager, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Engineer may reasonably require.

The Contractor shall throughout the contract (including the Defects Notification Period): (i) conduct Information, Education and Consultation Communication (IEC) campaigns, at least every other month, addressed to all the Site staff and labor (including all the Contractor's employees, all Sub-Contractors and Employer's and Project Manager's' employees, and all truck drivers and crew making deliveries to Site for construction activities) and to the immediate local communities, concerning the risks, dangers and impact, and appropriate avoidance behavior with respect to Sexually Transmitted Diseases (STD)—or Sexually Transmitted Infections (STI) in general and HIV/AIDS in particular; (ii) provide male or female condoms for all Site staff and labor as appropriate; and (iii) provide for STI and HIV/AIDS screening, diagnosis, counseling and referral to a dedicated national STI and HIV/AIDS program, (unless otherwise agreed) of all Site staff and labor.



The Contractor shall include in the program to be submitted for the execution of the Facilities under Sub-Clause 18.2 an alleviation program for Site staff and labor and their families in respect of Sexually Transmitted Infections (STI) and Sexually Transmitted Diseases (STD) including HIV/AIDS. The STI, STD and HIV/AIDS alleviation program shall indicate when, how and at what cost the Contractor plans to satisfy the requirements of this Sub-Clause and the related specification. For each component, the program shall detail the resources to be provided or utilized and any related sub-contracting proposed. The program shall also include provision of a detailed cost estimate with supporting documentation. Payment to the Contractor for preparation and implementation of this program shall not exceed the Provisional Sum dedicated for this purpose.

#### Funeral Arrangements

In the event of the death of any of the Contractor's personnel or accompanying members of their families, the Contractor shall be responsible for making the appropriate arrangements for their return or burial, unless otherwise **specified in the PC**.

#### Records of Contractor's Personnel

The Contractor shall keep accurate records of the Contractor's personnel, including the number of each class of Contractor's Personnel on the Site and the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis in a form approved by the Project Manager and shall be available for inspection by the Project Manager until the Contractor has completed all work.

#### Supply of Foodstuffs

The Contractor shall arrange for the provision of a sufficient supply of suitable food as may be stated in the Specification at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

### Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

### Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce their danger to health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

### Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of the Country, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift barter or disposal by Contractor's Personnel.

### Arms and Ammunition

The Contractor shall not give, barter, or otherwise dispose of, to any person, any arms or ammunition of any kind, or allow Contractor's Personnel to do so.

### Prohibition of All Forms of Forced or Compulsory Labor

The contractor shall not employ "forced or compulsory labor" in any form. "Forced or compulsory labor" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.

### Prohibition of Harmful Child Labor

The Contractor shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

### Contractor's Equipment

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

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

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

### Site Regulations and Safety

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

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

### Opportunities for Other Contractors

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

If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the

Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.

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

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

#### Emergency Work

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

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

be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.

#### Site Clearance

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

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

#### Watching and Lighting

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

### **23. Test and Inspection**

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

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

Whenever the Contractor is ready to carry out any such test and/or inspection, the Contractor shall give a reasonable advance notice of such test and/or inspection and of the place and time thereof to the Project Manager. The Contractor shall obtain from any relevant third Party or manufacturer any necessary permission or consent to enable the Employer and the Project Manager or their designated representatives to

attend the test and/or inspection.

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

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

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

If any Plant or any part of the Facilities fails to pass any test and/or inspection, the Contractor shall either rectify or replace such Plant or part of the Facilities and shall repeat the test and/or inspection upon giving a notice under GC Sub-Clause 23.3.

If any dispute or difference of opinion shall arise between the Parties in connection with or arising out of the test and/or inspection of the Plant or part of the Facilities that cannot be settled between the Parties within a reasonable period of time, it may be referred to an Dispute Board for determination in accordance with GC Sub-Clause 45.1.

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

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

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

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

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

## **24. Completion of the Facilities**

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

Within seven (7) days after receipt of the notice from the Contractor under GC Sub-Clause 24.1, the Employer shall supply the operating and maintenance personnel specified in the Appendix to the Contract

Agreement titled Scope of Works and Supply by the Employer for Precommissioning of the Facilities or any part thereof.

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

As soon as reasonably practicable after the operating and maintenance personnel have been supplied by the Employer and the raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters have been provided by the Employer in accordance with GC Sub-Clause 24.2, the Contractor shall commence Precommissioning of the Facilities or the relevant part thereof in preparation for Commissioning, subject to GC Sub-Clause 25.5.

As soon as all works in respect of Precommissioning are completed and, in the opinion of the Contractor, the Facilities or any part thereof is ready for Commissioning, the Contractor shall so notify the Project Manager in writing.

The Project Manager shall, within fourteen (14) days after receipt of the Contractor's notice under GC Sub-Clause 24.4, either issue a Completion Certificate in the form specified in the Employer's Requirements (Forms and Procedures), stating that the Facilities or that part thereof have reached Completion as of the date of the Contractor's notice under GC Sub-Clause 24.4, or notify the Contractor in writing of any defects and/or deficiencies.

If the Project Manager notifies the Contractor of any defects and/or deficiencies, the Contractor shall then correct such defects and/or deficiencies, and shall repeat the procedure described in GC Sub-Clause 24.4.

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



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

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

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

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

25.

#### Commissioning

#### **Commissioning and Operational Acceptance**

Commissioning of the Facilities or any part thereof shall be commenced by the Contractor immediately after issue of the Completion Certificate by the Project Manager, pursuant to GC Sub-Clause 24.5, or immediately after the date of the deemed Completion, under GC Sub-Clause 24.6.

The Employer shall supply the operating and maintenance personnel and all raw materials, utilities, lubricants, chemicals, catalysts, facilities, services and other matters required for Commissioning.

In accordance with the requirements of the Contract, the Contractor's and Project Manager's advisory personnel shall attend the

Commissioning, *including the Guarantee Test*, and shall advise and assist the Employer.

Guarantee Test

Subject to GC Sub-Clause 25.5, the Guarantee Test and repeats thereof shall be conducted by the Contractor during Commissioning of the Facilities or the relevant part thereof to ascertain whether the Facilities or the relevant part can attain the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees. The Employer shall promptly provide the Contractor with such information as the Contractor may reasonably require in relation to the conduct and results of the Guarantee Test and any repeats thereof.

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

Operational Acceptance

Subject to GC Sub-Clause 25.4 below, Operational Acceptance shall occur in respect of the Facilities or any part thereof when:

- (a) the Guarantee Test has been successfully completed and the Functional Guarantees are met; or
- (b) the Guarantee Test has not been successfully completed or has not been carried out for reasons not attributable to the Contractor within the period from the date of Completion specified in the PC pursuant to GC Sub-Clause 25.2.2 above or any other period agreed upon by the Employer and the Contractor; or
- (c) the Contractor has paid the liquidated damages specified in GC Sub-Clause 28.3 hereof; and
- (d) any minor items mentioned in GC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

At any time after any of the events set out in GC Sub-Clause 25.3.1 have occurred, the Contractor may give a notice to the Project Manager requesting the issue of an Operational Acceptance Certificate in the form provided in the Employer's Requirements (Forms and Procedures) in respect of the Facilities or the part thereof specified in such notice as of the date of such notice.

The Project Manager shall, after consultation with the Employer, and within seven (7) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.

If within seven (7) days after receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities or the relevant part thereof shall be deemed to have been accepted as of the date of the Contractor's said notice.

#### Partial Acceptance

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

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

Delayed Pre-commissioning and/or Guarantee Test

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

When the Contractor is notified by the Project Manager that he will be unable to proceed with the activities and obligations pursuant to above Sub-Clause 13.1, the Contractor shall be entitled to the following:

- (a) the Time of Completion shall be extended for the period of suspension without imposition of liquidated damages pursuant to GC Sub-Clause 26.2;
- (b) Payments due to the Contractor in accordance with the provision specified in the Appendix to the Contract Agreement titled Terms and Procedures of Payment, which would not have been payable in normal circumstances due to non-completion of the subject activities, shall be released to the Contractor against submission of a security in the form of a bank guarantee of equivalent amount acceptable to the Employer, and which shall become null and void when the Contractor will have complied with its obligations regarding those payments, subject to the provision of Sub-Clause  
below;
- (c) the expenses towards the above security

and extension of other securities under the contract, of which validity needs to be extended, shall be reimbursed to the Contractor by the Employer;

- (d) the additional charges towards the care of the Facilities pursuant to GC Sub-Clause 32.1 shall be reimbursed to the Contractor by the Employer for the period between the notification mentioned above and the notification mentioned in Sub-Clause 25.5.4 below. The provision of GC Sub-Clause 33.2 shall apply to the Facilities during the same period.

In the event that the period of suspension under above Sub-Clause 25.5.1 actually exceeds one hundred eighty (180) days, the Employer and Contractor shall mutually agree to any additional compensation payable to the Contractor.

When the Contractor is notified by the Project Manager that the plant is ready for Precommissioning, the Contractor shall proceed without delay in performing Precommissioning in accordance with Clause 24.

#### **F. Guarantees and Liabilities**

##### **26. Completion Time Guarantee**

The Contractor guarantees that it shall attain Completion of the Facilities (or a part for which a separate time for completion is specified) within the Time for Completion specified in the PC pursuant to GC Sub-Clause 8.2, or within such extended time to which the Contractor shall be entitled under GC Clause 40 hereof.

If the Contractor fails to attain Completion of the Facilities or any part thereof within the Time for Completion or any extension thereof under GC Clause 40, the Contractor shall pay to the Employer liquidated damages in the amount **specified in the PC** as a percentage rate of the Contract Price or the relevant part thereof. The aggregate amount of such liquidated damages shall in no event exceed the amount **specified as “Maximum” in the PC** as a percentage rate of the Contract Price. Once the “Maximum” is reached, the Employer may consider termination of the Contract, pursuant to GC Sub-Clause 42.2.2.

Such payment shall completely satisfy the Contractor's obligation to attain Completion of the Facilities or the relevant part thereof within the Time for Completion or any extension thereof under GC Clause 40. The Contractor shall have no further liability whatsoever to the Employer in respect thereof.

However, the payment of liquidated damages shall not in any way relieve the Contractor from any of its obligations to complete the Facilities or from any other obligations and liabilities of the Contractor under the Contract.

Save for liquidated damages payable under this GC Sub-Clause 26.2, the failure by the Contractor to attain any milestone or other act, matter or thing by any date specified in the Appendix to the Contract Agreement titled Time Schedule, and/or other program of work prepared pursuant to GC Sub-Clause 18.2 shall not render the Contractor liable for any loss or damage thereby suffered by the Employer.

26.3 If the Contractor attains Completion of the Facilities or any part thereof before the Time for Completion or any extension thereof under GC Clause 40, the Employer shall pay to the Contractor a bonus in the amount **specified in the PC**. The aggregate amount of such bonus shall in no event exceed the amount **specified as "Maximum" in the PC**.

## **27. Defect Liability**

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

The Defect Liability Period shall be five hundred and forty (540) days from the date of Completion of the Facilities (or any part thereof) or one year from the date of Operational Acceptance of the Facilities (or any part thereof), whichever first occurs, unless specified otherwise in the PC pursuant to GC Sub-Clause 27.10.

If during the Defect Liability Period any defect should be found in the design, engineering, materials and workmanship of the Plant supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with the Employer regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good as the Contractor shall determine at its discretion, such

defect as well as any damage to the Facilities caused by such defect. The Contractor shall not be responsible for the repair, replacement or making good of any defect or of any damage to the Facilities arising out of or resulting from any of the following causes:

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

The Contractor's obligations under this GC Clause 27 shall not apply to:

- (a) any materials that are supplied by the Employer under GC Sub-Clause 21.2, are normally consumed in operation, or have a normal life shorter than the Defect Liability Period stated herein;
- (b) any designs, specifications or other data designed, supplied or specified by or on behalf of the Employer or any matters for which the Contractor has disclaimed responsibility herein; or
- (c) any other materials supplied or any other work executed by or on behalf of the Employer, except for the work executed by the Employer under GC Sub-Clause 27.7.

The Employer shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect any such defect.

The Employer shall afford the Contractor all necessary access to the Facilities and the Site to enable the Contractor to perform its obligations under this GC Clause 27.

The Contractor may, with the consent of the Employer, remove from the Site any Plant or any part of the Facilities that are defective if the nature of the defect, and/or any damage to the Facilities caused by the defect, is such that repairs cannot be expeditiously carried out at the Site.

If the repair, replacement or making good is of such a character that it may affect the efficiency of the Facilities or any part thereof, the Employer may give to the

Contractor a notice requiring that tests of the defective part of the Facilities shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.

If such part fails the tests, the Contractor shall carry out further repair, replacement or making good, as the case may be, until that part of the Facilities passes such tests. The tests shall be agreed upon by the Employer and the Contractor.

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

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

Except as provided in GC Clauses 27 and 33, the Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, or criminal or willful action of the Contractor.

In addition, any such component of the Facilities, and during the period of time as may be **specified in the PC**, shall be subject to an extended defect liability period. Such obligation of the Contractor shall be in addition to the defect liability period specified under GC Sub-Clause 27.2.



**28. Functional Guarantees**

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

If, for reasons attributable to the Contractor, the minimum level of the Functional Guarantees specified in the Appendix to the Contract Agreement titled Functional Guarantees, are not met either in whole or in part, the Contractor shall at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet at least the minimum level of such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall request the Employer to repeat the Guarantee Test until the minimum level of the Guarantees has been met. If the Contractor eventually fails to meet the minimum level of Functional Guarantees, the Employer may consider termination of the Contract, pursuant to GC Sub-Clause 42.2.2.

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

- (a) make such changes, modifications and/or additions to the Facilities or any part thereof that are necessary to attain the Functional Guarantees at its cost and expense, and shall request the Employer to repeat the Guarantee Test; or
- (b) pay liquidated damages to the Employer in respect of the failure to meet the Functional Guarantees in accordance with the provisions in the Appendix to the Contract Agreement titled Functional Guarantees.

The payment of liquidated damages under GC Sub- Clause 28.3, up to the limitation of liability specified in the Appendix to the Contract Agreement titled Functional Guarantees, shall completely satisfy the Contractor's guarantees under GC Sub-Clause 28.3, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project

Manager shall issue the Operational Acceptance Certificate for the Facilities or any part thereof in respect of which the liquidated damages have been so paid.

**29. Patent  
Indemnity**

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

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

If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in GC Sub-Clause 29.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

The Employer shall, at the Contractor's request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the

Contractor for all reasonable expenses incurred in so doing.

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

### **30. Limitation of Liability**

Except in cases of criminal negligence or willful misconduct,

- (a) neither Party shall be liable to the other Party, 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, which may be suffered by the other Party in connection with the Contract, other than specifically provided as any obligation of the Party in the Contract, and
- (b) the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the amount resulting from the application of the multiplier **specified in the PC**, to the Contract Price or, if a multiplier is not so specified, the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

### **G. Risk Distribution**

### **31. Transfer of Ownership**

Ownership of the Plant (including spare parts) to be imported into the country where the Site is located shall be transferred to the Employer upon loading on to the mode of transport to be used to convey the Plant from the country of origin to that country.

Ownership of the Plant (including spare parts) procured in the country where the Site is located shall be

transferred to the Employer when the Plant are brought on to the Site.

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

Ownership of any Plant in excess of the requirements for the Facilities shall revert to the Contractor upon Completion of the Facilities or at such earlier time when the Employer and the Contractor agree that the Plant in question are no longer required for the Facilities.

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

**32. Care of Facilities**

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

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

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

including War Risks and Political Risks, taken out under GC Clause 34 hereof;

- (b) any use or occupation by the Employer or any third Party other than a Subcontractor, authorized by the Employer of any part of the Facilities; or
- (c) any use of or reliance upon any design, data or specification provided or designated by or on behalf of the Employer, or any such matter for which the Contractor has disclaimed responsibility herein,

the Employer shall pay to the Contractor all sums payable in respect of the Facilities executed, notwithstanding that the same be lost, destroyed or damaged, and will pay to the Contractor the replacement value of all temporary facilities and all parts thereof lost, destroyed or damaged. If the Employer requests the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Contractor shall make good the same at the cost of the Employer in accordance with GC Clause 39. If the Employer does not request the Contractor in writing to make good any loss or damage to the Facilities thereby occasioned, the Employer shall either request a change in accordance with GC Clause 39, excluding the performance of that part of the Facilities thereby lost, destroyed or damaged, or, where the loss or damage affects a substantial part of the Facilities, the Employer shall terminate the Contract pursuant to GC Sub-Clause 42.1 hereof.

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

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

**33. Loss of or  
Damage to  
Property;  
Accident or  
Injury to**

Subject to GC Sub-Clause 33.3, the Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of

**Workers;  
Indemnification**

whatsoever nature, including attorney's fees and expenses, in respect of the death or injury of any person or loss of or damage to any property other than the Facilities whether accepted or not, arising in connection with the supply and installation of the Facilities and by reason of the negligence of the Contractor or its Subcontractors, or their employees, officers or agents, except any injury, death or property damage caused by the negligence of the Employer, its contractors, employees, officers or agents.

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

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

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

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

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

34. **Insurance** 34.1 To the extent specified in the Appendix to the Contract

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

(a) Cargo Insurance During Transport

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

(b) Installation All Risks Insurance

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

(c) Third Party Liability Insurance

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

(d) Automobile Liability Insurance

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

(e) Workers' Compensation

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

(f) Employer's Liability

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

(g) Other Insurances

Such other insurances as may be specifically agreed upon by the Parties hereto as listed in the Appendix to the Contract Agreement titled Insurance Requirements.

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

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

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

The Employer shall at its expense take out and maintain in effect during the performance of the Contract those insurances specified in the Appendix to the Contract Agreement titled Insurance Requirements, in the sums and with the deductibles and other conditions specified in the said Appendix. The Contractor and the Contractor's Subcontractors shall be named as co-insureds under all such policies. All insurers' rights of subrogation against



such co-insureds for losses or claims arising out of the performance of the Contract shall be waived under such policies. The Employer shall deliver to the Contractor satisfactory evidence that the required insurances are in full force and effect. The policies shall provide that not less than twenty-one (21) days' notice shall be given to the Contractor by all insurers prior to any cancellation or material modification of the policies. If so requested by the Contractor, the Employer shall provide copies of the policies taken out by the Employer under this GC Sub-Clause 34.5.

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

Unless otherwise provided in the Contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this GC Clause 34, and all monies payable by any insurers shall be paid to the Contractor. The Employer shall give to the Contractor all such reasonable assistance as may be required by the Contractor. With respect to insurance claims in which the Employer's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Employer. With respect to insurance claims in which the Contractor's interest is involved, the Employer shall not give any release or make any compromise with the insurer without the prior written consent of the Contractor.

**35. Unforeseen Conditions**

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

- (a) the physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen;
- (b) the additional work and/or Plant and/or Contractor's Equipment required, including the steps which the Contractor will or proposes to take to overcome such conditions or obstructions;
- (c) the extent of the anticipated delay; and
- (d) the additional cost and expense that the Contractor is likely to incur.

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

Any reasonable additional cost and expense incurred by the Contractor in following the instructions from the Project Manager to overcome such physical conditions or artificial obstructions referred to in GC Sub-Clause 35.1 shall be paid by the Employer to the Contractor as an

addition to the Contract Price.

If the Contractor is delayed or impeded in the performance of the Contract because of any such physical conditions or artificial obstructions referred to in GC Sub-Clause 35.1, the Time for Completion shall be extended in accordance with GC Clause 40.

**36. Change in  
Laws and  
Regulations**

36.1 If, after the date twenty-eight (28) days prior to the date of Bid submission, in the country where the Site is located, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed which shall be deemed to include any change in interpretation or application by the competent authorities, that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced costs shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with the PC pursuant to GC Sub-Clause 11.2.

**37. Force  
Majeure**

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

- (a) war, hostilities or warlike operations whether a state of war be declared or not, invasion, act of foreign enemy and civil war,
- (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,
- (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,
- (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or

restriction of power supply, epidemics, quarantine and plague,

- (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
- (f) shortage of labor, materials or utilities where caused by circumstances that are themselves Force Majeure.

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

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

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

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

- (a) constitute a default or breach of the Contract, or
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby, subject to GC Sub-Clauses 32.2, 38.3 and 38.4

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the

Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other, but without prejudice to either Party's right to terminate the Contract under GC Sub-Clause 38.5.

In the event of termination pursuant to GC Sub-Clause 37.6, the rights and obligations of the Employer and the Contractor shall be as specified in GC Sub-Clauses 42.1.2 and 42.1.3.

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

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

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

- (a) destruction of or damage to Facilities, Plant, or any part thereof;
- (b) destruction of or damage to property of the Employer or any third Party; or
- (c) injury or loss of life

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

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

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

- (b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged,
- (c) replacing or making good any such destruction or damage to the Facilities or the Plant or any part thereof, and so far as may be required by the Employer, and as may be necessary for completion of the Facilities.

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

If the Employer requires the Contractor to replace or make good on any such destruction or damage to the Facilities, the Time for Completion shall be extended in accordance with GC Clause 40.

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

If during the performance of the Contract any War Risks shall occur that financially or otherwise materially affect the execution of the Contract by the Contractor, the Contractor shall use its reasonable efforts to execute the Contract with due and proper consideration given to the safety of its and its Subcontractors' personnel engaged in the work on the Facilities, provided, however, that if the execution of the work on the Facilities becomes impossible or is substantially prevented for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of any War Risks, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other.

In the event of termination pursuant to GC Sub-Clauses 38.3 or 38.5, the rights and obligations of the Employer and the Contractor shall be specified in GC Sub-Clauses 42.1.2 and 42.1.3.

## **H. Change in Contract Elements**

### **39. Change in the Facilities**

#### Introducing a Change

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

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

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

The procedure on how to proceed with and execute Changes is specified in GC Sub-Clauses and 39.3, and further details and forms are provided in the Employer’s Requirements (Forms and Procedures).

#### Changes Originating from Employer

If the Employer proposes a Change pursuant to GC Sub-Clause 39.1.1, it shall send to the Contractor a “Request for Change Proposal,” requiring the Contractor to prepare and furnish to the Project Manager as soon as reasonably

practicable a "Change Proposal," which shall include the following:

- (a) brief description of the Change
- (b) effect on the Time for Completion
- (c) estimated cost of the Change
- (d) effect on Functional Guarantees (if any)
- (e) effect on the Facilities
- (f) effect on any other provisions of the Contract.

Prior to preparing and submitting the "Change Proposal," the Contractor shall submit to the Project Manager an "Estimate for Change Proposal," which shall be an estimate of the cost of preparing and submitting the Change Proposal.

Upon receipt of the Contractor's Estimate for Change Proposal, the Employer shall do one of the following:

- (a) accept the Contractor's estimate with instructions to the Contractor to proceed with the preparation of the Change Proposal
- (b) advise the Contractor of any part of its Estimate for Change Proposal that is unacceptable and request the Contractor to review its estimate
- (c) advise the Contractor that the Employer does not intend to proceed with the Change.

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

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

If before or during the preparation of the Change Proposal it becomes apparent that the aggregate



effect of compliance therewith and with all other Change Orders that have already become binding upon the Contractor under this GC Clause 39 would be to increase or decrease the Contract Price as originally set forth in Article 2 (Contract Price) of the Contract Agreement by more than fifteen percent (15%), the Contractor may give a written notice of objection thereto prior to furnishing the Change Proposal as aforesaid. If the Employer accepts the Contractor's objection, the Employer shall withdraw the proposed Change and shall notify the Contractor in writing thereof.

The Contractor's failure to so object shall neither affect its right to object to any subsequent requested Changes or Change Orders herein, nor affect its right to take into account, when making such subsequent objection, the percentage increase or decrease in the Contract Price that any Change not objected to by the Contractor represents.

Upon receipt of the Change Proposal, the Employer and the Contractor shall mutually agree upon all matters therein contained. Within fourteen (14) days after such agreement, the Employer shall, if it intends to proceed with the Change, issue the Contractor with a Change Order.

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

If the Employer decides not to proceed with the Change for whatever reason, it shall, within the said period of fourteen (14) days, notify the Contractor accordingly. Under such circumstances, the Contractor shall be entitled to reimbursement of all costs reasonably incurred by it in the preparation of the Change Proposal, provided that these do not exceed the amount given by the Contractor in its Estimate for Change Proposal submitted in accordance with GC Sub-Clause 39.2.2.

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

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

If the Parties cannot reach agreement within sixty (60) days from the date of issue of the Pending Agreement *Change Order, then the matter may be referred to the Dispute Board in accordance with the provisions of GC Sub-Clause 45.1.*

#### Changes Originating from Contractor

If the Contractor proposes a Change pursuant to GC Sub-Clause 39.1.2, the Contractor shall submit to the Project Manager a written "Application for Change Proposal," giving reasons for the proposed Change and including the information specified in GC Sub-Clause 39.2.1.

Upon receipt of the Application for Change Proposal, the Parties shall follow the procedures outlined in GC Sub-Clauses 39.2.6 and 39.2.7. However, should the Employer choose not to proceed, the Contractor shall not be entitled to recover the costs of preparing the Application for Change Proposal.

#### **40. Extension of Time for Completion**

The Time(s) for Completion specified in the PC pursuant to GC Sub-Clause 8.2 shall be extended if the Contractor is delayed or impeded in the performance of any of its obligations under the Contract by reason of any of the following:

- (a) *any Change in the Facilities as provided in GC Clause 39;*
- (b) any occurrence of Force Majeure as provided in GC Clause 37, unforeseen conditions as provided in GC Clause 35, or other occurrence of any of the matters specified or referred to in paragraphs (a), (b) and (c) of GC Sub-Clause 32.2;
- (c) any suspension order given by the Employer under GC Clause 41 hereof or reduction in the rate of progress pursuant to GC Sub-Clause 41.2;
- (d) any changes in laws and regulations as provided in GC Clause 36;

(e) any default or breach of the Contract by the Employer, Appendix to the Contract Agreement titled Scope of Works and Supply by the Employer, or any activity, act or omission of the Employer, or the Project Manager, or any other contractors employed by the Employer;

(f) any delay on the part of a sub-contractor, provided such delay is due to a cause for which the Contractor himself would have been entitled to an extension of time under this sub-clause;

(g) delays attributable to the Employer or caused by customs; or

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

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

Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Project Manager a notice of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable after the commencement of such event or circumstance. As soon as reasonably practicable after receipt of such notice and supporting particulars of the claim, the Employer and the Contractor shall agree upon the period of such extension. In the event that the Contractor does not accept the Employer's estimate of a fair and reasonable time extension, the Contractor shall be entitled to refer the matter to a Dispute Board, pursuant to GC Sub-Clause 45.1.

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

In all cases where the Contractor has given a notice of a claim for an extension of time under GC 40.2, the Contractor shall consult with the Project Manager in order to determine the steps (if any) which can be taken to overcome or minimize the actual or anticipated delay. The Contractor shall thereafter comply with all reasonable instructions which the Project Manager shall give in order to minimize such delay. If compliance with such instructions shall cause the Contractor to incur extra

costs and the Contractor is entitled to an extension of time under GC 40.1, the amount of such extra costs shall be added to the Contract Price.

41. **Suspension** 41.1 The Employer may request the Project Manager, by notice to the Contractor, to order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation, except those obligations necessary for the care or preservation of the Facilities, until ordered in writing to resume such performance by the Project Manager.

If, by virtue of a suspension order given by the Project Manager, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GC Clause 39, excluding the performance of the suspended obligations from the Contract.

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

If

- (a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, with interest thereon as stipulated in GC Sub-Clause 12.3, requires approval of such invoice or supporting documents, or specifies the breach and requires the Employer to remedy the same, as the case may be. If the

Employer fails to pay such sum together with such interest, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or

- (b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities,

then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.

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

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

42.

#### Termination for Employer's Convenience

#### **Termination**

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

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

- (a) cease all further work, except for such work as

the Employer may specify in the notice of termination for the sole purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;

- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii) below;
- (c) remove all Contractor's Equipment from the Site, repatriate the Contractor's and its Subcontractors' personnel from the Site, remove from the Site any wreckage, rubbish and debris of any kind, and leave the whole of the Site in a clean and safe condition; and
- (d) subject to the payment specified in GC Sub-Clause 42.1.3,
  - (i) deliver to the Employer the parts of the Facilities executed by the Contractor up to the date of termination;
  - (ii) to the extent legally possible, assign to the Employer all right, title and benefit of the Contractor to the Facilities and to the Plant as of the date of termination, and, as may be required by the Employer, in any subcontracts concluded between the Contractor and its Subcontractors; and
  - (iii) deliver to the Employer all non-proprietary drawings, specifications and other documents prepared by the Contractor or its Subcontractors as at the date of termination in connection with the Facilities.

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

- (a) the Contract Price, properly attributable to the parts of the Facilities executed by the Contractor as of the date of termination;
- (b) the costs reasonably incurred by the Contractor in the removal of the Contractor's Equipment from the Site and in the repatriation of the Contractor's and its Subcontractors' personnel;
- (c) any amounts to be paid by the Contractor to

its Subcontractors in connection with the termination of any subcontracts, including any cancellation charges;

- (d) costs incurred by the Contractor in protecting the Facilities and leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 42.1.2; and
- (e) the cost of satisfying all other obligations, commitments and claims that the Contractor may in good faith have undertaken with third Parties in connection with the Contract and that are not covered by paragraphs (a) through (d) above.

#### Termination for Contractor's Default

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

- (a) if the Contractor becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, if the Contractor is a corporation, a resolution is passed or order is made for its winding up, other than a voluntary liquidation for the purposes of amalgamation or reconstruction, a receiver is appointed over any part of its undertaking or assets, or if the Contractor takes or suffers any other analogous action in consequence of debt
- (b) if the Contractor assigns or transfers the Contract or any right or interest therein in violation of the provision of GC Clause 43.
- (c) if the Contractor, in the judgment of the Employer has engaged in corrupt, collusive, coercive, or fraudulent practices, as defined in GC Clause 6, in competing for or in executing the Contract.

If the Contractor:

- (a) has abandoned or repudiated the Contract;
- (b) has without valid reason failed to commence work on the Facilities promptly or has

suspended, other than pursuant to GC Sub-Clause 41.2, the progress of Contract performance for more than twenty-eight (28) days after receiving a written instruction from the Employer to proceed;

- (c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause; or
- (d) refuses or is unable to provide sufficient materials, services or labor to execute and complete the Facilities in the manner specified in the program furnished under GC Sub-Clause 18.2 at rates of progress that give reasonable assurance to the Employer that the Contractor can attain Completion of the Facilities by the Time for Completion as extended,

then the Employer may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within fourteen (14) days of its receipt of such notice, then the Employer may terminate the Contract forthwith by giving a notice of termination to the Contractor that refers to this GC Sub-Clause 42.2.

Upon receipt of the notice of termination under GC Sub-Clauses 42.2.1 or 42.2.2, the Contractor shall, either immediately or upon such date as is specified in the notice of termination:

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



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

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

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

Subject to GC Sub-Clause 42.2.6, the Contractor shall be entitled to be paid the Contract Price attributable to the Facilities executed as of the date of termination, the value of any unused or partially used Plant on the Site, and the costs, if any, incurred in protecting the Facilities and in leaving the Site in a clean and safe condition pursuant to paragraph (a) of GC Sub-Clause 42.2.3. Any sums due the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the

Contractor under this Contract.

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

If the sum that the Contractor is entitled to be paid, pursuant to GC Sub-Clause 42.2.5, plus the reasonable costs incurred by the Employer in completing the Facilities, exceeds the Contract Price, the Contractor shall be liable for such excess.

If such excess is greater than the sums due the Contractor under GC Sub-Clause 42.2.5, the Contractor shall pay the balance to the Employer, and if such excess is less than the sums due the Contractor under GC Sub-Clause 42.2.5, the Employer shall pay the balance to the Contractor.

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

#### Termination by the Contractor

If

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

not limited to the Employer's failure to provide possession of or access to the Site or other areas or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities, then the Contractor may give a notice to the Employer thereof, and if the Employer has failed to pay the outstanding sum, to approve the invoice or supporting documents, to give its reasons for withholding such approval, or to remedy the breach within twenty-eight (28) days of such notice, or if the Contractor is still unable to carry out any of its obligations under the Contract for any reason attributable to the Employer within twenty-eight (28) days of the said notice, the Contractor may by a further notice to the Employer referring to this GC Sub-Clause 42.3.1, forthwith terminate the Contract.

The Contractor may terminate the Contract forthwith by giving a notice to the Employer to that effect, referring to this GC Sub-Clause 42.3.2, if the Employer becomes bankrupt or insolvent, has a receiving order issued against it, compounds with its creditors, or, being a corporation, if a resolution is passed or order is made for its winding up (other than a voluntary liquidation for the purposes of amalgamation or reconstruction), a receiver is appointed over any part of its undertaking or assets, or if the Employer takes or suffers any other analogous action in consequence of debt.

If the Contract is terminated under GC Sub-Clauses 42.3.1 or 42.3.2, then the Contractor shall immediately:

- (a) cease all further work, except for such work as may be necessary for the purpose of protecting that part of the Facilities already executed, or any work required to leave the Site in a clean and safe condition;
- (b) terminate all subcontracts, except those to be assigned to the Employer pursuant to paragraph (d) (ii);
- (c) remove all Contractor's Equipment from the Site and repatriate the Contractor's and its Subcontractors' personnel from the Site; and
- (d) subject to the payment specified in GC Sub-

Clause 42.3.4,

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

If the Contract is terminated under GC Sub-Clauses 42.3.1 or 42.3.2, the Employer shall pay to the Contractor all payments specified in GC Sub-Clause 42.1.3, and reasonable compensation for all loss, except for loss of profit, or damage sustained by the Contractor arising out of, in connection with or in consequence of such termination.

Termination by the Contractor pursuant to this GC Sub-Clause 42.3 is without prejudice to any other rights or remedies of the Contractor that may be exercised in lieu of or in addition to rights conferred by GC Sub-Clause 42.3.

In this GC Clause 42, the expression “Facilities executed” shall include all work executed, Installation Services provided, and all Plant acquired, or subject to a legally binding obligation to purchase, by the Contractor and used or intended to be used for the purpose of the Facilities, up to and including the date of termination.

In this GC Clause 42, in calculating any monies due from the Employer to the Contractor, account shall be taken of any sum previously paid by the Employer to the Contractor under the Contract, including any advance payment paid pursuant to the Appendix to the Contract Agreement titled Terms and Procedures of Payment.

43. **Assignment** 43.1 Neither the Employer nor the Contractor shall, without the express prior written consent of the other Party, which consent shall not be unreasonably withheld, assign

to any third Party the Contract or any part thereof, or any right, benefit, obligation or interest therein or thereunder, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

### **I. Claims, Disputes and Arbitration**

44.

#### **Contractor's Claims**

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall submit a notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than twenty-eight (28) days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of twenty-eight (28) days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Employer's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

Within forty-two (42) days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the

claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- (c) the Contractor shall send a final claim within twenty-eight (28) days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

Within forty-two (42) days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within such time.

Each Payment Certificate shall include such amounts for any claim as have been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

The Project Manager shall agree with the Contractor or estimate: (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with GC Clause 40, and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim,

unless the claim is excluded under the second paragraph of this Sub-Clause.

In the event that the Contractor and the Employer cannot agree on any matter relating to a claim, either Party may refer the matter to the Dispute Board pursuant to GC 45 hereof.

#### **45. Disputes and Arbitration**

##### **Appointment of the Dispute Board**

Disputes shall be referred to a DB for decision in accordance with GC Sub-Clause 45.3. The Parties shall appoint a DB by the date **stated in the PC**.

The DB shall comprise, as stated in the PC, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of activities involved in the performance of the Contract and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons, one of whom shall serve as chairman.

If the Parties have not jointly appointed the DB twenty-one (21) days before the date **stated in the PC** and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members is **included in the PC**, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire at the end of the Defect Liability Period as specified in GC Sub-Clause 27.2.

#### Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of GC Sub-Clause 45.1,
- (b) either Party fails to nominate a member (for approval by the other Party) of a DB of three persons by such date,
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or
- (d) the Parties fail to agree upon the appointment of a replacement person within forty-two (42) days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,

then the appointing entity or official **named in the PC** shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

#### Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with the performance of the



Contract, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Project Manager, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Project Manager. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within eighty-four (84) days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue with the performance of the Facilities in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within twenty-eight (28) days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DB fails to give its decision within the period of eighty-four (84) days (or as otherwise approved) after receiving such reference, then either Party may, within twenty-eight (28) days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.

In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in GC Sub-Clauses 45.6 and 45.7, neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been

given by either Party within twenty-eight (28) days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

#### Amicable Settlement

Where notice of dissatisfaction has been given under GC Sub-Clause 45.3 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, arbitration may be commenced on or after the fifty-sixth (56) day after the day on which notice of dissatisfaction and intention to commence arbitration was given, even if no attempt at amicable settlement has been made.

#### Arbitration

Unless **indicated otherwise in the PC**, any dispute not settled amicably and in respect of which the DB's decision (if any) has not become final and binding shall be finally settled by arbitration. Unless otherwise agreed by both Parties, arbitration shall be conducted as follows:

- (a) For contracts with foreign contractors:
  - (i) international arbitration with proceedings administered by the international arbitration institution **appointed in the PC**, in accordance with the rules of arbitration of the appointed institution;,,
  - (ii) the place of arbitration shall be the city where the headquarters of the appointed arbitration institution is located or such other place selected in accordance with the applicable arbitration rules; and
  - (iii) the arbitration shall be conducted in the language for communications defined in Sub-Clause 5.3; and
- (b) For contracts with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.

The arbitrator(s) shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, and any decision of the DB, relevant to the dispute. Nothing shall disqualify the Project Manager from being called as a

witness and giving evidence before the arbitrator(s) on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrator(s) to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its notice of dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Project Manager and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

#### Failure to Comply with Dispute Board's Decision

In the event that a Party fails to comply with a DB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under GC Sub-Clause 45.5. GC Sub-Clauses 45.3 and 45.4 shall not apply to this reference.

#### Expiry of Dispute Board's Appointment

If a dispute arises between the Parties in connection with the performance of the Contract, and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) GC Sub-Clauses 45.3 and 45.4 shall not apply, and
- (b) the dispute may be referred directly to arbitration under GC Sub-Clause 45.5.

## **APPENDIX**

### **General Conditions of Dispute Board Agreement**

#### **1. Definitions**

Each “Dispute Board Agreement” is a tripartite agreement by and between:

the “Employer”;

the “Contractor”; and

the “Member” who is defined in the Dispute Board Agreement as being:

- (i) the sole member of the “DB” and, where this is the case, all references to the “Other Members” do not apply, or
- (ii) one of the three persons who are jointly called the “DB” (or “Dispute Board”) and, where this is the case, the other two persons are called the “Other Members”.

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute Board Agreement, which incorporates this Appendix. In the Dispute Board Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

#### **2. General Provisions**

Unless otherwise stated in the Dispute Board Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Board Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members (if any) have respectively each signed a dispute board agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 days’ notice of resignation to the Employer and to the Contractor, and the Dispute Board Agreement shall terminate upon the expiry of this period.

#### **3. Warranties**

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Project Manager. The Member shall promptly disclose, to each of them and to the Other Members (if any), any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member's representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

#### 4. General Obligations of the Member

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or the Project Manager, nor any financial interest in the Contract except for payment under the Dispute Board Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Board Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members (if any), before entering into the Dispute Board Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Project Manager, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Board Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Project Manager, except as may be agreed in writing by the Employer, the Contractor and the Other Members (if any);
- (e) comply with the annexed procedural rules and with GC Sub-Clause 45.3;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Project Manager regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Board Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Facilities (and of any other parts of the project of which the Contract

forms part) by studying all documents received which shall be maintained in a current working file;

- g) treat the details of the Contract and all the DB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members (if any); and
- h) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members (if any).

#### 5. General Obligations of the Employer and the Contractor

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DB's activities under the Contract and the Dispute Board Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members (if any):

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DB under GC Sub-Clause 45.3, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the Member. No account shall be taken of any other payments due or paid to the Member.

#### 6. Payment

The Member shall be paid as follows, in the currency named in the Dispute Board Agreement:

- a) a retainer fee per calendar month, which shall be considered as payment in full for:
  - (i) being available on 28 days' notice for all site visits and hearings;

- (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
- (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
- (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Board Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by one third. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Board Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
  - (i) each day or part of a day up to a maximum of two days' travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members (if any);
  - (ii) each working day on site visits, hearings or preparing decisions; and
  - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (air fare in less than first class, hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, faxes and telexes: a receipt shall be required for each item in excess of five (5) percent of the daily fee referred to in sub-paragraph (b) of this Clause;
- (d) any taxes properly levied in the Country on payments made to the Member (unless a national or permanent resident of the Country) under this Clause 6.

The retainer and daily fees shall be as specified in the Dispute Board Agreement. Unless it specifies otherwise, these fees shall remain fixed for the first 24 calendar months, and shall thereafter be adjusted by agreement between the Employer, the Contractor and the Member, at each anniversary of the date on which the Dispute Board Agreement became effective.

If the Parties fail to agree on the retainer fee or the daily fee the appointing entity or official named in the PC shall determine the amount of the fees to be used.

The Member shall submit invoices for payment of the monthly retainer and air fares quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Board Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in accordance with GC Sub-Clause 12.3.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

## 7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Board Agreement by giving 42 days' notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Board Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Board Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

## 8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 concerning his impartiality or independence in relation to the Employer or the Contractor, he/she shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other



Members (if any), for proceedings or decisions (if any) of the DB which are rendered void or ineffective by the said failure to comply.

#### 9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Board Agreement, or the breach, termination or invalidity thereof, shall be finally settled by institutional arbitration. If no other arbitration institute is agreed, the arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with these Rules of Arbitration.

## **Annex**

### **DISPUTE BOARD GUIDELINES**

1. Unless otherwise agreed by the Employer and the Contractor, the DB shall visit the site at intervals of not more than 140 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DB, the period between consecutive visits shall not be less than 70 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DB. The purpose of site visits is to enable the DB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Project Manager and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish to the DB one copy of all documents which the DB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DB and the Employer or the Contractor shall be copied to the other Party. If the DB comprises three persons, the Employer and the Contractor shall send copies of these requested documents and these communications to each of these persons.
5. If any dispute is referred to the DB in accordance with GC Sub-Clause 45.3, the DB shall proceed in accordance with GC Sub-Clause 45.3 and these Guidelines. Subject to the time allowed to give notice of a decision and other relevant factors, the DB shall:
  - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
  - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.

7. Except as otherwise agreed in writing by the Employer and the Contractor, the DB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Project Manager, and to proceed in the absence of any Party who the DB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DB, among other things, to:

- (a) establish the procedure to be applied in deciding a dispute,
- (b) decide upon the DB's own jurisdiction, and as to the scope of any dispute referred to it,
- (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
- (d) take the initiative in ascertaining the facts and matters required for a decision,
- (e) make use of its own specialist knowledge, if any,
- (f) decide upon the payment of financing charges in accordance with the Contract,
- (g) decide upon any provisional relief such as interim or conservatory measures,
- (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute, and
- (i) appoint, should the DB so consider necessary and the Parties agree, a suitable expert at the cost of the Parties to give advice on a specific matter relevant to the dispute.

9. The DB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DB shall make and give its decision in accordance with GC Sub-Clause 45.3, or as otherwise agreed by the Employer and the Contractor in writing. If the DB comprises three persons:

- (a) it shall convene in private after a hearing, in order to have discussions and prepare its decision;
- (b) it shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and

- (c) if a Member fails to attend a meeting or hearing, or to fulfil any required function, the other two Members may nevertheless proceed to make a decision, unless:
  - (i) either the Employer or the Contractor does not agree that they do so, or
  - (ii) the absent Member is the chairman and he/she instructs the other Members not to make a decision.

## **SECTION VIII**

### **PARTICULAR CONDITIONS**

The following Particular Conditions (PC) shall supplement the General Conditions (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

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<b>1. Definitions</b>	
<b>PC 1.1</b>	<p>Add following:</p> <p><b>The Employer is: TamilNadu Transmission Corporation Limited,</b> Chennai 600 002 (T.N.) India.</p> <p><b>The Project Manager is:</b> The Superintending Engineer /Transmission II</p> <p>Replace the definitions as follows:</p> <p><b>Country of Origin:</b> All countries and area are eligible as indicated in Section V, List of Eligible Countries of Japanese ODA Loans.</p>
<b>PC 1.1</b>	<p>Add following:</p> <p><b>TANTRANSCO:</b> "TamilNadu Transmission Corporation Limited." Replace the definitions as follows:</p> <p><b>Effective Date:</b> "Effective Date" means the date of Notification of Award from which the Time for Completion shall be determined.</p> <p>Add following:</p> <p><b>Plant:</b> The term "Plant" defined in General Conditions, in context of the proposed contract(s) shall mean Supply and Erection of 14 Nos.100MVA,230/110KV Auto Transformers for Augmentation of Auto Transformers in various 230/110KV SS.</p> <p>Add following:</p> <p>Replace the definitions as follows:</p> <p><b>Facilities:</b> "Facilities" means the Plant to be supplied and installed, as well as all the Civil Works &amp; Installation Services (i.e., Installation, Erection, Testing &amp; Commissioning work) to be carried out by the Contractor under the Contract.</p> <p>Replace the definitions as follows:</p> <p><b>Precommissioning:-</b></p> <p>"Pre-commissioning" means the testing, checking and other requirements specified in the Volume-II (Technical Specification) that are to be carried out by the Contractor in preparation for Commissioning as provided in GC Clause 24 (Completion of Facilities).</p> <p>Replace the definitions as follows:</p>

**Commissioning:** “Commissioning” means operation of the Facilities or any part thereof, if any, by the Contractor as specified in the Bid Document, which operation is to be carried out by the Contractor as provided in GC Clause 25.1 (Commissioning), for the purpose of Trial – Operation.

**Trial Operation:** “Trial Operation” shall mean integrated operation of the system/equipments covered under the `Contract' for a specified period at specified load for providing trouble -free operation of the system/equipment covered under the `Contract'.

Replace the definitions as follows:

**Guarantee Test(s):**- The term “Guarantee Test(s)” defined in General Condition in context of the proposed contract(s) shall mean during pre commissioning, the Facilities shall be checked for Insulation resistance, conductor continuity and Phase sequence as stipulated in Technical specification so that the facility is ready for charging.

Replace the definitions as follows:

**Operational Acceptance:**- The term “Operational Acceptance” defined in General Condition in context of the proposed contract(s) shall mean the acceptance by the Employer of the entire substation work by way of issuing a taking over certificate or operational acceptance certificate to the contractor when the Pre commissioning and charging of the entire project has been successfully completed or any minor items mentioned in GC Sub-Clause 24.7 hereof relevant to the Facilities or that part thereof have been completed.

**Contract Price:** “Contract Price” means the sum specified in the Contract Agreement (if there is a formal agreement), subject to such additions or deductions there-from, as may be made pursuant to the Contract. For the purpose of Liquidated Damages and Contract Performance Guarantee, the “Contract Price” means the sum specified in the Contract Agreement or if there is no formal agreement, the price agreed to be the value of the “contract”.

Add following:

**Notification of Award:** “Notification of Award” means the official notice issued by Employer notifying the Contractor that his bid has been accepted.

**EPC/Turnkey Contractor:** EPC/Turnkey Contractor means Engineering, Procurement, and Construction" contractor , where the EPC/Turnkey Contractor is made responsible for all the activities from design,

	procurement, construction, to commissioning and handover of the project to the End-User or Employer.
<b>PC 1.1</b>	<b>The Funding Agency is: Japan International Cooperation Agency</b>
<b>5. Law and Language</b>	
<b>PC 5.1</b>	The contract shall be governed by and interpreted in accordance with the laws of Union of India and the Courts of Chennai(TamilNadu),India shall have exclusive jurisdiction in all matters arising under the contract.
<b>PC 5.2</b>	The ruling language shall be: <b>English.</b>
<b>PC 5.3</b>	The language for communications is: <b>English.</b>
<b>PC 7.3</b>	Recommended spare parts are not required and no separate Schedule has been given for supply of Recommended spare parts other than that specified in Schedule No.1 of Price Schedule.
<b>8. Time for Commencement and Completion</b>	
<b>PC 8.1</b>	The Contractor shall commence work on the Facilities as specified in Contract Agreement.
<b>PC 8.2</b>	<p>The Time for Completion of the whole of the Facilities including pre-commissioning activities shall be as per completion period indicated in table below for respective lot/contract, counted from the Effective Date as described in Article 3 of the Contract Agreement (Section-IX) :-</p> <p style="text-align: center;"><b>Package No: 57</b></p> <p style="text-align: center;"><b>Bid Identification No: TANTRANSCO</b> <b>/ T Bid No:T- 2237</b></p> <p style="text-align: center;"><b>NAME OF PACKAGE:</b> <b>SUPPLY AND ERECTION OF 14 NOS.100MVA,230/110KV AUTO TRANSFORMERS FOR AUGMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110KV SS.</b></p> <p style="text-align: center;"><b>Completion period for the work: 15 months</b></p> <p><b>Total project completion period for all the works mentioned above shall be 15 (Fifteen months from effective date which includes initial mobilization period and also rainy season)</b></p>



<b>9. Contractor's Responsibilities</b>	
<b>PC 9.1</b>	<p>Replace the existing Sub-Para by the following:</p> <p>The Contractor shall manufacture including associated purchases and/or subcontracting, install and complete the Facilities in accordance with the Contract &amp; as per the design details provided by the Employer.</p> <p><b><u>Sub station: SUPPLY AND ERECTION OF AUTO TRANSFORMERS</u></b></p> <p>Single Line Diagram for substation shall be made available by the Employer. Complete design details for equipments and technical details for materials and works shall also be provided by the Employer.</p>
<b>10. Employer's Responsibilities</b>	
<b>PC 10.5</b>	<p>Replace the existing Sub-Para by the following:</p> <p><b><u>Sub station</u></b></p> <p>The Project site can be utilized temporarily for storage of Plants etc during the execution of work. Employer will not provide any type of custody or security for storage of Plants, Equipment &amp; Material etc .</p>
<b>11. Contract Price</b>	
<b>PC 11.2</b>	<p><b><u>Sub station:</u></b> supply and Erection of 14 Nos.100MVA,230/110 KV Auto Transformers</p> <p>The Unit Prices of the Plants/ materials (Supply and Erection including NIFS) shall be FIXED.</p> <p>Prices for Inland Freight &amp; Insurance Charges for supply and Erection of 14 Nos.100MVA,230/110 KV Auto Transformers shall be FIXED.</p> <p>The quantities mentioned in the schedule are tentative only. The actual quantities of materials shall be based on the site conditions. Payment will be made to the actual quantities executed as necessitated and as approved by the Project Manager &amp; based on the unit rates quoted and accepted in the price schedule of the package.</p>
<b>12. Terms of Payment</b>	
<b>PC 12.3</b>	No interest shall be paid by the employer on delayed payment
<b>13. Securities</b>	
<b>PC 13.2</b>	<p>Add following:</p> <p>The amount of Advance Payment Security shall be: 10% (Ten percent) of the total <b>CIP/ Ex-Works</b> amount of plant and and Installation Services (excluding GST).</p>

<b>PC 13.2.2</b>	<p>Add following:</p> <p>The acceptable Advance Payment Security is as under:</p> <p>Bank Guarantee issued by a scheduled bank having branch in India acceptable to the Employer, in the format included in Section IX.</p>
<b>PC 13.2.3</b>	<p>Add following:</p> <p>The Advance Payment Security shall be progressively reduced.</p>
<b>PC 13.3.1</b>	<p>The amount of performance security shall be: 10% (Ten percent) of the Contract Price. The currency shall be the currency of Employer's Country or as per the currency for the payment quoted by the bidder. In case, the bidder quoted more than one currency, then the performance security shall be in the proportionate percentage of the currencies quoted by the bidder. The amount of performance security will be specified at the time of awarding the contract to successful bidder.</p>
<b>PC 13.3.2</b>	<p>The types of acceptable Performance Securities are:</p> <p>(a) Crossed Bank Draft/Certified Bankers Cheque drawn in favour of "TANTRANSCO Collection Account Chennai" issued by a scheduled bank in the Employer's country or any branch of foreign bank acceptable to the Employer.</p> <p>(b) Unconditional and Irrevocable Bank Guarantee issued by a scheduled bank located in India acceptable to the Employer, in the format included in Section IX,</p>
<b>PC 13.3.3</b>	<p>The Performance Security shall be reduced to 5% on the date of the Operational Acceptance. The balance Performance Security shall remain operative to cover the defect liability period as provided in PC Clause 27.2.</p>
<p style="text-align: center;"><b>14. Taxes and Duties</b></p> <p><b>The contract shall be treated as single works contract and GST shall be quoted accordingly. In case any concessional taxes extended by Govt. of India / Govt. of Tamil Nadu shall be availed by the contractor as specified in this bid documents.</b></p>	
<b>PC 14.2</b>	<p>Add following:</p> <p>(c) All the customs and import duty shall be borne by TANTRANSCO. Although financial commitment is to be borne by TANTRANSCO, these payments shall be made by the contractor initially and claimed as reimbursement from TANTRANSCO along with the reimbursement of other tax claims of the scheme as detailed in the term of payment on submitting documentary proof of payment evidence.</p>

<p><b>PC</b> <b>14.3</b></p>	<p>Add following:</p> <p>For cost of any import duties and taxes applicable in Employer's country, the following conditions shall apply :</p> <ol style="list-style-type: none"> <li>i. For the plant manufactured in India necessary applicable State/Central taxes at concessional rate shall be payable by the Employer against furnishing of required declaration forms to the bidder. Only concessional taxes shall be payable and therefore bidder shall be responsible to obtain necessary tax declaration form in prescribed proforma from the Employer within time.</li> <li>ii. Contractor is solely and entirely responsible for all taxes, levies, duties, license fees, etc., incurred until delivery of the contracted goods to the Employer. The price break up details shall be furnished for supply of all materials including bought out items so that any variation in taxes and duties (GST) due to statutory variation within the contract delivery period shall be considered and may be borne by TANTRANSCO. In case of delayed delivery, the taxes and duties prevailed on the date of actual delivery or the duty applicable on the last day of contractual delivery period whichever is less shall be admitted.</li> <li>iii. <b><u>It is the responsibility of the contractor to avail tax benefits available for the project extended by the Govt. of India / Govt. of Tamil Nadu like concessional customs etc., Reimbursement of taxes will based on concessional taxes and duties only wherever applicable.</u></b> TANTRANSCO will give necessary certificates to avail the benefits.</li> <li>iv. The entire work shall be treated as a composite supply of services and the GST shall be quoted as per the GST norms (at present @ 18%). The Provisional "GSTN number of TANTRANSCO is 33AADCT4780AFZA". The GST Registration No of TANTRANSCO (for TDS) is 33CHET12024F1DI. TDS on GST will be recovered at appropriate rates as levied by the Government wherever applicable.</li> <li>v. The bidders have to quote the GST after carefully considering all the provisions of GST Acts/Rules. The bidders are solely responsible for the rate of GST quoted by them and TANTRANSCO will not be responsible if the applicable GST fall on higher slab. GST will be reimbursed upon provision of documentary evidences. No excess GST would be payable at any cost.</li> <li>vi. Any GST rate revision by government within the contract delivery period shall be considered for reduction of quantum or payment at the case may be. In case of delayed delivery, the GST prevailed on the</li> </ol>
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date of actual delivery or the GST applicable on the last day of the contractual delivery period whichever is less shall be admitted. The bidders who have not quoted any GST will get disqualified the threshold.

- vii. It is the responsibility of the bidder to avail tax benefits available for the project extended by the Govt. of India / Govt. of Tamil Nadu such as availing concessional customs duty etc., Reimbursement of taxes will be based on the concessional taxes and duties only. TANTRANSCO will give necessary certificates to avail the benefits.
- viii. The Contractor should quote their taxes taking into account all the Input Tax Credit (ITC) benefits available to them under GST Act and the benefit of Input Tax Credit (ITC) if any availed by the Contractor shall be passed on to EMPLOYER. Since it is a works credit as per clause 119 of section 2 of Central Goods and Services Tax Act 2017, GST shall be quoted.

#### **CUSTOMS DUTY**

- i. The concessional customers duty wherever applicable shall be availed by the bidder. The bidder shall quote considering the concessional custom duty and will be reimbursed only concessional rate of duties as applicable.
- ii. For equipments/materials of foreign origin and within the delivery period the Customs duty to be paid on the Port of Entry shall be paid by the contractor. The customs duty amount as per actual paid or quoted amount whichever less shall be admitted and reimbursed on production of necessary documentary evidences (Bill of Entry).
- iii. For goods delivered beyond the delivery period, the Customs duty prevailing during the actual date of delivery or on the schedule date of delivery whichever is less will be paid.
- iv. If the bidder is not the manufacturer of the imported materials/ equipments "High sea sales" will be permitted. The necessary documentary work shall be done by the Bidder.
- v. The PURCHASER will decide and declare the list of accessories, tools and spares which are not manufactured in India and which will have to be imported as complete units and supplied by Domestic BIDDERS. Customs Duties and other import taxes on such items will be included in the bid price by Domestic BIDDERS and the same will be paid / reimbursed at actual by the PURCHASER. The Customs duties and other import levies for these items will also be taken into

account for bid evaluation. When concessional customs duty is availed, the payment will be restricted to the actual on receipt of Bill of Entry in original. The Customs duty shall be paid by the supplier.

vi. It is responsibility of the tenderer the make sure about the correct rates of taxes leviable at the time of tendering. If the rates assumed by the tenderer are less than the current rates prevailing at the time of tendering, the TANTRANSCO will not be responsible for the mistake. If the rates assumed by the tenderer are higher than the current rate prevailing at the time of tendering the taxes and duties prevailing at the time of tendering will only be paid. However, it is the sole responsibility of the bidder to pay the applicable taxes and duties to the concerned authorities.

**vii.If the firms have not indicated the applicability of tax and amount in the price bid, the amount quoted will be treated as inclusive of taxes and duties for the purpose of evaluation and TANTRANSCO will not be responsible for any tax liabilities arises during the contract period.**

viii.For goods delivered beyond the delivery period, the taxes and duties prevailing during the actual date of delivery or on the scheduled last date of delivery whichever is less will be paid.

ix. The Bidders are informed to ascertain availability of Taxes and duty Benefits ( viz., concessional customs duties, concessional taxes etc.,) extended to the Project by the Government of India/GOTN and have to quote accordingly. They are solely responsible for obtaining such benefits. Only requisite certificates/ documents will be issued by the Employer and reimbursement of taxes and duties will be based on the concessional taxes only.

#### **Income Tax:**

As per the standing instruction of Government of India on the deduction of Income tax at source, recovery towards income tax for the value of the work done will be made from the relevant works. The tenderer should also furnish PAN number.

#### **LABOUR WELFARE FUND:**

As per the G.O passed by the Government of Tamil Nadu from time to time, amount will be deducted from the total contracted value of the Building Construction work proposed to be constructed towards contribution to the Manual Labour Welfare Board, Chennai and remitted to T.N Construction Workers Welfare Board, Chennai-18.

**Employees Provident Funds & Miscellaneous Provisions (EPF & MP) Act, 1952**

a) The Contractor who desires to take up works contracts for TANTRANSCO is required to comply with all the relevant provisions stipulated in the EPF & MP Act;

b) The contractor should have taken separate EPF main code number;

c) The workers engaged by the contractors should have EPF-UAN number (Universal Account Number)

d) The contractor shall be responsible for the payment of necessary EPF contributions both Employer's and Employee's contribution as per the provisions of the EPF Act in respect of the actual workers engaged for the specified works;

e) The contractor shall submit necessary returns to EPF Organization within the stipulated time as required under the said EPF & MP Act;

f) The contractor shall produce the proof of payment of contribution both Employer's and Employee's contributions made to EPF Organization in order to claim the Bills for the respective the Tender work. The works bill should be claimed only after ensuring the remittance of both Employer's and Employee's PF contributions by the contractors.

g) The contractor shall be fully liable to meet and fulfill all the relevant provisions of the EPF act in the respect of the execution of the Tender work;

h) In case the contractor fails to fulfill any of the statutory provisions of the EPF& MP Act and consequently it happens that TANTRANSCO Ltd has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANTRANSCO shall make good such requirements out of the money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANTRANSCO.

i) In respect of the category of employee for whom the wages are fixed at the rate of Rs.500/- and above in the current PWD Schedule rates (or) say the monthly wages of Rs.15,000/- above. The EPF employer contribution will be restricted up to Rs.15,000/- only.

**j) EPF Documents to be Produced for Claiming Bills:**

The EPF contribution should be remitted separately (by separate Challan) for each and every work. The acceptance order/ formal order reference number should be entered in the remarks column of the ECR Challan (Electronic Challan Cum Return) and the same should be submitted.

The payment confirmation receipt should be submitted (the payment confirmation date is mandatory)

The combined Challan of Account No. 1, 2, 10, 21 & 22 should be submitted.

All the documents should duly signed with seal by the contractor.

**Employees State Insurance Act 1948:**

a) Since certain TANTRANSCO are covered under ESI Act 1948, the contractor who desires to take up works contract for and inside the TANTRANSCO which comes under the purview of ESI Act 1948 is required to comply with all the provisions stipulated to ESI Act 1948.

b) The contractor should have taken separate ESI main code number.

c) The contractor shall be responsible for the payment of necessary ESI contributions – both Employer's and Employee's contributions as per the provisions of the ESI Act in respect of the actual workers engaged for the specified works.

d) The contractor shall submit necessary returns to the Organization within the stipulated time as required under the said ESI Act.

e) The contractor shall produce the proof of payment contributions - both Employer's and Employee's contributions made to ESI Organization in order to claim the Bills for the respective works.

f) The contractor shall be fully liable to meet and fulfill all the relevant provisions of the ESI Act in respect of the execution of the Tendered work.

g) In case the Contractor fails to fulfill any of the statutory provisions of the ESI Act and consequently it happens that TANTRANSCO has to meet such requirements of the said Act or Statutory provisions in the capacity of Principal Employer, TANTRANSCO shall make good such requirements out of money due and payable to the said Contractor and further the performance of the said Contractor in this regard will be noted for all future Contracts of TANTRANSCO.

h) The contractor who claims exemption under the ESI Act shall produce the exemption order obtained from the Government/ESI organization and for those areas that are not covered under the purview of the ESI Act, necessary evidences should be submitted by the contractor to ensure that the revenue village where the work is being carried out has not been covered under the implemented area of ESI Act.

i) The category of employees (Technical Assistant II Grade) and above for whom the wages are fixed at the rate of Rs. 700/- and above in the PWD Schedule rates (or) the monthly wages of Rs.21,000/- above. Such employees will not be covered under the ESI Act. In all such conditions, the Contractor has “to ensure the medical benefits for the Workers engaged by the Contractors for the works and has to take relevant group insurance policies with the applicability for giving compensation to the workers” under the Employee’s Compensation Act.

**j) ESI Documents for While Claiming Bills:**

a) The Monthly Contribution Challan Form should be submitted (Transaction status field – completed successfully is mandatory).

b) The contribution history of the respective months should be submitted.

c) The month wise statement should be submitted showing the details of the employees utilized by the contractors for the specific work and the contribution remitted as per the below format.

S.No	IP.No	IP.Name	No. of days	Wages	IP Contributions
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d) All the documents should duly signed with seal by the contractor.

**Statutory Compliance Clearance Certificate:**

a) The Contractor executing the works contract in TANTRANSCO should obtain the Statutory Compliance Clearance Certification from the Online Compliance Service Providers engaged by TANTRANSCO, the required documents should be submitted by the contractors to the respective Online Compliance Service Providers.

b) The charges for Statutory Compliance Clearance Certification will be at the rate of Rs.2.00/- per man day per month with minimum charges of Rs.400/- and maximum charges of Rs. 3200/- and Rs.300/- for re-audit due to reasons attributable to the contractor. The charges should be paid by the respective contractors to the service provider through online.

c) All the statutory liabilities towards ESI and EPF are to the contractor’s account and such liabilities are not to TANTRANSCO’s account.

d) The final payment will be released only after submission of clearance certificate from ESI and EPF authorities that no due is pending from the contractor.



	<p><b>The Building and Other construction Workers Act: (other than the circle/station registered under the Factories Act)</b></p> <p>a)The contractor should obtain the Registration certificate under the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996 from the Competent Authority (the Joint Director/Industrial Safety and Health (BOCW)).</p> <p>b)The contractor should comply all the provisions of the Building and Other construction Workers (Regulation of Employment and Condition of Service) Act, 1996.</p> <p><b>Agreement and Undertaking to be furnished by the contractors in respect of the Statutory Provisions:</b></p> <p>a)An undertaking as specified in Annexure-A should also be obtained from the contractors to ensure the remittance of EPF &amp; ESI, Employee and Employer contribution for the respective works while claiming the bills.</p> <p>b)The TNEB (TANTRANSCO) registered contractor, who wants to execute the works in a circle shall be instructed to execute an agreement [Annexure- I] with respective Superintending Engineer's of the circle.</p>
<b>16. Confidential Information</b>	
<p><b>PC</b> <b>16.6</b></p>	<p>This sub clause may be added;</p> <p>The design rights of substation provided by the Employer to the contractor for completion of the facilities will be strictly reserved with Employer and the contractor shall not use it for any other work in future.</p>
<b>18. Work Program</b>	
<p><b>PC</b> <b>18.2</b></p>	<p>Add following:</p> <p>(a)The Contractor shall submit a detailed month wise programme of supply of various items of plant and completion of various activities of Installation work in the form of "BAR CHART" and "SUB BAR CHARTS" (as per the guidelines given in clause (B) 1.1.1 of Appendix 1, Section IX, Volume-I of the Bidding document) at the time of award of contract. This 'BAR CHART' will, for all purposes, form a part of the contract.</p> <p><b><u>Preparation of main and supporting/sub bar charts</u></b></p> <p>In this package/ bid identification no., a number of works to be carried out in different parts of the State are included. The contractor is expected to furnish total cost of works covered in this package/ bid identification along with break-up of cost of activities so that difficulty</p>

	<p>may not be involved in preparation of activity-wise bills on the basis of progress of works. Since in turnkey sub-station works, a number of activities are involved which will include supply of material also, it would be possible to release payments only after a reasonable quantum of work is completed. Small payments in piece-meal will not be possible because it would be difficult to keep watch over flow of material and day-to-day construction activities and therefore it is desired that payment of running bills may be organized at defined interval on the basis of completed portion of work, which would be carried out at different work sites. Accordingly, it may please be noted that for all works which will be included in a package/bid identification no., a combined main bar-chart shall be furnished by the Contractor to commit completion of work as per bid requirement. At the same time since in this package/bid identification, a number of works are included, which will have to be carried out at different locations, for each item/piece of work included in the package, a separate supporting or sub bar-chart to the main bar-chart will have to be furnished by the Contractor. For instance, against this package No. 57 of bid identification <b>No. T- 2237</b>, total project completion period specified in the bid document is <b>15 months</b>. Thus, the bidder will furnish one main bar-chart for the complete package conforming that entire work will be completed in <b>15 months</b>. TANTRANSCO has specified completion period for each piece of work and therefore on the basis of periods indicated in the bid document, supporting bar-chart or sub bar- charts will also be furnished by the Contractor. In these supporting/ sub bar-charts activity-wise completion schedule for various activities will be brought out in such a manner that it would be possible for the TANTRANSCO to clearly identify the quantum of work which will be done within an interval of three months. Thus, while activity-wise details may be indicated on fortnightly/monthly basis, the bar-chart will indicate the quantum of work which should be completed in all respects during interval of each quarter. While indicative main bar-chart may be furnished by the Contractor along with his bid, the Employer will discuss and provide assistance for finalization of supporting/sub bar-charts at the time of award of contract. However, all responsibility for preparation and finalization of proper bar-charts will rest on the bidder.</p>
<p><b>PC 18.3</b></p>	<p>Add following: The Contractor shall submit a progress report every fortnight.</p>

<b>PC</b> <b>18.4</b>	<p>Following sub clause may be added to the existing clause:-</p> <p>Besides above, a periodical review meeting between Contractor and Employer shall be held quarterly to analyze the scheduled and actual progress, targets for the next quarter and to sort out bottlenecks, if any, to ensure completion of work within the Time schedule specified in the contract. The Contractor will attend the above meetings along with necessary information in respect of supply and installation activities.</p>
<b>PC</b> <b>18.5</b>	<p>Replace the existing sub para by the following:-</p> <p>The Contractor may execute the Contract in accordance with its own standard project execution plans duly approved by the Employer and procedures to the extent that they do not conflict with the provisions contained in the Contract.</p>
<b>GC</b> <b>18.6</b>	<p>Add following sub clauses;</p> <p><b>Safety Plan:</b></p> <p>(i) The Contractor shall include concrete safety measure in the programme. Employer shall review the programme submitted by the contractor from the point of view of securing the safety during construction and may ask to submit further details if necessary.</p> <p>(ii) During the supervision of installation work, Employer shall confirm that an Accident Prevention Officer, proposed by the bidder is duly appointed at the Project site &amp; that the construction work is carried out according to the Safety Plan as well as the safety measures prescribed in the programme. If Employer observes any short comings regarding the safety measures in general, the bidder shall make appropriate improvements.</p>
<b>19. Subcontracting</b>	
<b>PC</b> <b>19.1</b>	<p>Replace the existing sub para by the following:-</p> <p>Details of plants manufacturers for major items of supply and their experience requirement to be submitted at the time of sub vendor approval during detailed engineering after award of contract.</p> <p>The Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer.</p>

<b>20. Design and Engineering</b>	
<b>PC 20.1.1 &amp; 20.1.2</b>	<p>Add following:</p> <p>Single Line Diagram for substation shall be made available by the Employer. Complete design details for equipments and technical details for materials and works shall also be provided by the Employer. However, any further design and changes based on site conditions or Technological improvements that are required for the augmentation of Transformers work at the existing SS will be under the scope of the bidder and will obtain prior approval from the Employer.</p>
<b>PC 20.3.2</b>	<p>The existing clause is modified to the following extent:-</p> <p>Project Manager's approval/ disapproval shall be communicated to the contractor within twenty one (21) days after receipt of documents by the Project Manager. The contractor may discuss personally and resolve the issues, if any causing stopping of works.</p>
<b>21. Procurement</b>	
<b>PC 21.3.2</b>	<p>Add following:</p> <p>The mode of transportation within the employer's country for the plants covered in the contract shall be, by road transport.</p>
<b>PC 21.3.3</b>	<p>Replace the existing sub para by the following:</p> <p>Details of shipping and documents to be furnished by the Contractor shall be:</p> <p><b>FOR PLANT SUPPLIED FROM ABROAD AS PER INCOTERM CIP :</b></p> <p>Upon shipment, the Contractor shall notify the Employer and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Plant, quantity, the vessel, the bill of loading number and date, port of loading, date of shipment, port of discharge, etc. The Contractor shall send the following documents to the Employer, with a copy to the Insurance Company.</p> <ol style="list-style-type: none"> <li>Copy of the invoice showing the description of the Goods, quantity, unit CIP price and total amount;</li> <li>Original on-board bill of loading marked " freight prepaid"</li> <li>Copy of the packing list identifying contents of each package;</li> <li>Copy of the Marine &amp; Inland Insurance certificate;</li> <li>Copy of test certificate approval and Despatch Instructions issued by the Employer combined or separately.</li> <li>Certificate of Origin.</li> <li>Manufacturer's or Contractor's Warranty Certificate</li> </ol> <p>The Employer shall receive the above documents at least two weeks before arrival of the Goods at the port or place of arrival and, if not</p>

	<p>received, the Contractor will be responsible for any consequent expenses.</p> <p><b>FOR PLANT SUPPLIED FROM WITHIN THE EMPLOYER'S COUNTRY AS PER INCOTERM EXW INCLUDING FREIGHT &amp; INSURANCE CHARGES.</b></p> <p>Upon delivery of the Plant to the transporter, the Contractor shall notify the Employer and send the following documents to the Employer;</p> <ul style="list-style-type: none"> <li>(a) Copy of the invoice showing the description of the Goods, quantity, unit ex-works price and total amount;</li> <li>(b) Copy of Motor Transport Receipt (MTR) of a transport contractor.</li> <li>(c) Copy of test certificate approval and Despatch Instructions issued by the Employer combined or separately.</li> <li>(d) Copy of packing list identifying contents of each package.</li> <li>(e) Copy of the Insurance certificate.</li> <li>(f) Certificate of origin.</li> <li>(g) Manufacturer's or Contractor's Warranty Certificate.</li> </ul> <p>The Employer shall receive the above documents before the arrival of the Goods and, if not received, the Contractor will be responsible for any consequent expenses.</p>
<b>PC 21.4</b>	<p>Add following:</p> <p>When customs duty availed is re-imbursed for payment it will be restricted to the actuals on receipt of bill of entry. In case the duty leviable is eligible for concessional tax the same may be availed by the contractor.</p>
<b>22. Installation</b>	
<b>PC 22.1.1</b>	<p>Add following sub clause:-</p> <ul style="list-style-type: none"> <li><b>(a)</b> The Contractor shall obtain necessary vendor, drawing, Guaranteed technical particulars and Type test approvals as per specification and IS for equipments/materials.</li> <li><b>(b)</b> All manufacturing, fabrication and installation work under the scope of contractor, prior to approval of the drawings shall be at the Contractor's risk. The work shall be carried out based on approved design and other details given in technical specification (Volume-II). Deviations, if any, from the approved/specified conditions shall be brought to the notice of Project Manager before taking up the work. The rectification work if any may be taken up by the contractor only on receipt of permission from the employer.</li> </ul>

	<p><b>(c)</b> If at a later date, it is found that the works carried out by the Contractor are not according to the approved design, drawing &amp; specifications and are without specific approval, the entire payments made to the Contractor for carrying out such works shall be withheld from subsequent bills and the Contractor will have to rectify the same without extension of time.</p>
<p><b>PC 22.2.1</b></p>	<p>1)The Contractor shall employ labor in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not employ in connection with the Works any person who has not completed his eighteen years of age.</p> <p>2)The Contractor shall pay to labor employed by him either directly or through digital transfer. The wages should not be less than fair wages as defined in the current PWD Schedule rates (or) Minimum Wages Act (if applicable).</p> <p>3)The Contractor shall in respect of labor employed by him comply with or cause to be complied with the Contract Labor Regulations in regard to all matters provided therein.</p> <p>4)The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Employees Provident Fund &amp; Miscellaneous Provisions Act, 1952, Employees State Insurance Act, 1948, Payment of Bonus Act, 1965 and Mines Act, 1952, Contract Labor Regulation &amp; Abolition Act, 1970 or any modifications thereof or any other law relating thereto and rules made there under from time to time.</p> <p>5)The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in the Contractors Labor Regulations have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non- payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labor Regulations.</p> <p>6)The Contractor shall indemnify the Corporation against any paymentsto be made under and for observance of the Regulations afore said without prejudice tohis right to claim indemnity from his sub- contractors. (if permitted)</p>

	<p>7) In the event of the Contractor committing a default or breach of any of the provisions of the aforesaid Contractors Labor Regulations as amended from time to time or furnishing any information or submitting or filling any Form/ Register/ Slip under the provisions of these Regulations which is materially incorrect then on the Report of the Inspecting Officers as defined in the Contractors Labor Regulations the Contractor shall without prejudice to any other liability pay to the Corporation a sum not exceeding Rs. 50.00 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of the Contractor's default continuing in this respect, the liquidated damages may be enhanced to Rs. 50.00 per day for each day of default subject to a maximum of ten percent of the estimated cost of the Works put to tender. The Engineer-in-Charge shall deduct such amount from bills or security deposit of the Contractor and credit the same to the Welfare Fund constituted under Regulations. The decision of the Engineer-in-Charge in this respect shall be final and binding.</p> <p><b>CONTRACT LABOUR REGULATIONS:</b></p> <p>i) Notice of commencement: The Contractor shall, within SEVEN days of commencement of the work, furnish in writing to the Inspecting Officer of the area concerned the following information:</p> <ol style="list-style-type: none"> <li>Name and situation of the work.</li> <li>Contractor's name and address</li> <li>Particulars of the Department for which the work is undertaken,</li> <li>Name and address of sub-contractors as and when they are appointed.</li> <li>Commencement and probable duration of the work.</li> <li>Number of workers employed and likely to be employed.</li> <li>'fair wages' for different categories of workers.</li> <li>Number of hours of work which shall constitute a normal working day:-</li> <li>The number of hours which shall constitute a normal working day for an adult shall be NINE hours. The working day of an adult worker shall be so arranged that inclusive of intervals, if any, for rest it shall not spread over more than twelve hours on any day, when an adult worker is made to work for more than NINE hours on any day or for more than FORTY EIGHT hours in any week he shall, in respect of overtime work, be paid wages at double the ordinary rate of wages.</li> </ol> <p>ii) Weekly day of rest: Every worker shall be given a weekly day of rest which shall be fixed and notified at least TEN days in advance. A</p>
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	<p>worker shall not be required or allowed to work on the weekly rest day unless he has or will have a substituted rest day, on one of the five days immediately before or after the rest day. Provided that no substitution shall be made which will result in the worker working for more than ten days consecutively without a rest day for a whole day.</p> <p>a) Where in accordance with the foregoing provisions a worker works on the rest day and has been given a substituted rest day he shall be paid wages for the work done on the weekly rest day at the overtime rate of wages.</p> <p>b) Note: The expression 'ordinary rate of wages' means the fair wage the worker is entitled to.</p> <p>c) Display of notice regarding Wages, Weekly Day of Rest etc. The Contractor shall before he commences his work on contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition in conspicuous places on the works, notice in English and in the local Indian Language, spoken by majority of workers, giving the rate of fair wages, the hours of work for which such wages are payable, the weekly rest days workers are entitled to and name and address of the Inspecting Officer. The Contractor shall send a copy each of such notices to the Inspecting Officers.</p> <p>iii) Register of Workmen: A register of workmen shall be maintained in the Form appended to these regulations and kept at the work site or as near to it as possible, and the relevant particulars of every workman shall be entered therein within THREE days of his employment.</p> <p>iv) Employment Card: The contractor shall issue an employment card in the Form appended to these regulations to each worker on the day of work or entry into his employment. If a worker already has any such card with him issued by the previous employer, the contractor shall merely endorse that Employment Card with relevant entries. On termination of employment the Employment Card shall again be endorsed by the Contractor and returned to the worker.</p> <p>v) Register of Wages etc.: A Register of Wages-Cum-Muster Roll in the Form appended to these regulations shall be maintained and kept at the work site or as near to it as possible.</p> <p>vi) Fines and deductions: Wages of a worker shall be paid to him without any deductions of any kind except the deduction for damage to or loss of goods expressly entrusted to the employed person for custody, or for loss of money which he is required to account for, where such damage or loss is directly attributable to his neglect or default:</p> <p>a) No fine shall be imposed on a worker and no deductions for damage or loss shall be made from his wages until the worker has</p>
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	<p>been given an opportunity of showing cause against such fines or deductions.</p> <p>b) The Contractor shall maintain a register of fines and the register of deductions for damage or loss in the Forms appended to these regulations which should be kept at the place of work.</p> <p>vii) Register of Accidents: The Contractor shall maintain a register of accidents in such form as may be convenient at the work place but the same shall include the following particulars:</p> <ul style="list-style-type: none"> <li>a) Full particulars of the laborers who met with accident.</li> <li>b) Rate of Wages.</li> <li>c) Sex.</li> <li>d) Age.</li> <li>e) EPF UAN number</li> <li>f) ESI number</li> <li>g) Aadhaar number</li> <li>h) Nature of accident and cause of accident.</li> <li>i) Time and date of accident.</li> <li>j) Date and time when admitted in hospital.</li> <li>k) Date of discharge from the hospital.</li> <li>l) Period of treatment and result of treatment.</li> <li>m) Percentage of loss of earning capacity and disability as assessed by Medical Officer.</li> <li>n) Claim required to be paid under Workmen's Compensation Act.</li> <li>o) Date of payment of compensation.</li> <li>p) Amount paid with details of the person to whom the same was paid.</li> <li>q) Authority by whom the compensation was assessed.</li> <li>r) Remarks.</li> </ul> <p>[Note: k, l, m, n for the workmen not covered under the ESI provisions]</p> <p>viii) Preservation of Registers: The Register of workmen and the Register of Wages-cum-Muster Roll required to be maintained under these Regulations shall be preserved for 3 years after the date on which the last entry is made therein.</p> <p>ix) Enforcement: The Inspecting Officer shall either on his own motion or on a complaint received by him carry out investigations, and send a report to the Engineer-in-Charge specifying the amounts representing Workers' dues and amount of penalty to be imposed on the Contractor for breach of these Regulations, that have to be recovered from the Contractor, indicating full details of the recoveries proposed and the</p>
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	<p>reasons there for. It shall be obligatory on the part of the Engineer-in-Charge on receipt of such a report to deduct such amounts from payments due to the Contractor.</p> <p>x) Disposal of amounts recovered from the Contractor: The Engineer-in-Charge shall arrange payment to workers concerned within FORTY FIVE days from receipt of a report from the Inspecting Officer except in cases where the Contractor had made an appeal under Regulation 16 of these Regulations. In cases where there is an appeal, payment of workers dues would be arranged by the Engineer-in-Charge, wherever such payments arise, within THIRTY days from the date of receipt of the decision of the competent authority.</p> <p>xi) Welfare Fund: All moneys that are recovered by the Engineer-in-Charge by way of workers dues which could not be disbursed to workers within the time limit prescribed above, due to reasons such as whereabouts of workers not being known, death of a worker etc. and also amounts recovered as penalty, shall be credited to a Fund to be kept under the custody of the Corporation for such benefit and welfare of workmen employed by Contractors.</p> <p>xii) Appeal against decision of Inspecting Officer: Any person aggrieved by a decision of the Inspecting Officer may appeal against such decision to the competent authority concerned within THIRTY days time stipulated from the date of the decision, forwarding simultaneously a copy of his appeal to the Engineer-in-Charge. The decision of the competent authority shall be final and binding upon the Contractor and the workmen.</p> <p>xiii) Inspection of Books and other Documents: The Contractor shall allow inspection of the Registers and other documents prescribed under these Regulations by Inspecting Officers and the Engineer-in-Charge or his authorized representative at any time and by the worker or his agent on receipt of due notice at a convenient time.</p> <p>xiv) Interpretation, etc.: On any question as to the application interpretation or effect of these Regulations, the decision of the Commissioner of Labor (or) Director/ Industrial Safety and Health shall be final and binding.</p> <p>xv) Amendments: Government may, from time to time, add to or amend these Regulation and issue such directions as it may consider necessary for the proper implementation of these Regulations or for the purpose of removing any difficulty which may arise in the administration thereof.</p>
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**The Contract Labor (Regulation & Abolition) Act 1970 & Rules 1975 and Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 & Rules 1983.**

a)The Contractor who take up works contract for TANTRANSCO should deploy sufficient number of workmen for the work and the contractor should deploy 20 or more workmen on a day of emergency (or) in necessity.

b)The Contractors should comply with all the provisions of the Contract Labor (Regulation & Abolition) Act, 1970 and TamilNadu Contract Labor (Regulation & Abolition) Rules 1975 as modified from time to time and shall also indemnify TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractor should also submit the copy of the labor license before executing the works.

c)The Contractors who desires to engage the migrant workmen (workmen from other states) for the works contracts of TANTRANSCO is required to comply with all the provisions of the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 and TamilNadu rules, 1983 as modified from time to time and shall also indemnify TANTRANSCO from all and against any claims under the aforesaid Act and the Rules. The contractors should also submit the copy of the migrant labor license before executing the works.

d)The contractors should maintain the following records as per section 78 of Contract Labor (Regulation & Abolition) central rules 1971.

- i. Muster Roll in Form – XVI.
- ii. Register of Wages in Form – XVII.
- iii. Register of overtime in Form – XVIII.
- iv. The contractor shall issue an photo identity card to his employees.

**WAGES:**

a)The Wages prescribed for the contractor/ industry/ establishment as per rates of Minimum Wages notified by the Government of TamilNadu under the Minimum Wages Act, 1948 or the current PWD rates of wages, whichever is higher is to be paid by the contractor to their employees.

b)The contractor should pay the wages before the expiry of seventh day as per section 65 and shall issue wage slip in Form – XXVIII to the workmen as per section 78 (b) of The Tamil Nadu Contract Labor Rules, 1973. The copies of the wage slip so issued to the workmen should be maintained by the contractor and produced as when called for.

**Tamil Nadu Rationalization of Forms and Reports under Certain Labor Laws Rules, 2020.**

The contractor should comply/ maintain the applicable new combined forms introduced vide the following Acts/ Rules.

- a) The Tamil Nadu Contract Labor (Regulation and Abolition) Rules, 1975.
- b) The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) (Tamil Nadu) Rules, 1983.
- c) The Tamil Nadu Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Rules, 2006.

**New Forms:**

FORM I	Certificate of Registration of Principal Employer/Employer (under 3 Rules)
FORM II	Application for License/ Renewal of License (under CLRA and ISMW Rules)
FORM III	Form of Certificate by Principal Employer (under CLRA and ISMW Rules)
FORM IV	Certificate of Initial and Periodical Test and Examination of Various Appliances (under BOCW Rules)
FORM V	Application for Adjustment of Security Deposit (under CLRA and ISMW Rules)
FORM VI	License and Renewal (under CLRA and ISMW Rules)
FORM VII	Notice of commencement/ completion of work (under CLRA and BOCW Rules)
FORM VIII	Service Certificate (under 3 Rules)
FORM IX	Certificate of Medical Examination (under BOCW Rules)
FORM X	Report on recruitment and employment of migrant workmen and cessation of employment of migrant workmen (under ISMW Rules)
FORM XI	Report of Poisoning or Occupational Notifiable Diseases/ Accidents and Dangerous Occurrences (under BOCW Rules)

**FORM XII    Application for Registration of Establishments  
Employing Contract Labor or Migrant Workmen or  
Building Workers (under 3 Rules)**

**SAFETY CONDITION:**

i. All the relevant personal protective equipments like safety helmets, safety shoes, safety belt, goggles, nose mask, face mask, dust respirator, asbestos suit, apron, leg guards, rubber gloves, face shield hand sleeves, ear plug, ear muff, fiber helmet, fall net etc., should be supplied by the contractors to their workmen and ensure for proper usage by their workers without fail.

ii. Proper welding machines with accessories, good and sound construction of hand tools, power tools such as grinding machines, cutting machines, chipping tools, scaffolding materials, etc., should be used. Proper earthing to be provided wherever necessary.

iii. The contractor shall not allow his workmen to wear loose garments, like lingoes, dhotis, watches, loose jewels and bangles, etc., while at work and smoke cigarettes, beedies etc., inside the power house premises.

iv. The contractor shall ensure that his workmen to wear tight full or half pant while at work inside the powerhouse premises.

v. Technically skilled and also safety-oriented supervisor should supervise the work at all time.

vi. If any accident occurs, it should be informed to the concerned officer of TANTRANSCO in writing by the concerned contractor immediately.

vii. For any safety violation and non-compliance of the statutory provisions and rules the contractor is sole responsible and the contractor is liable for any prosecution and imposition of penalty as per the rules in force.

a) Every opening in floor of a building or in a working platform shall be provided with suitable means to prevent fall of persons or materials by providing suitable fencing or railing with a minimum height of 1 meter.

b) All practical steps shall be taken to prevent danger to persons employed, from risk of fire or explosion, or flooding. No floor, roof, or other part of a building shall be so overloaded with debris or materials as to render it unsafe.

All necessary personal safety equipment as considered adequate by the Engineer-in-Charge shall be available for use of persons employed on the Site and maintained in a condition suitable for immediate use; and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

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|  | <ul style="list-style-type: none"><li>i. When workers are employed in sewers and manholes, which are in use the Contractor shall ensure that manhole covers are opened and manholes are ventilated at least for an hour before workers are allowed to get into them. Manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to public.<ul style="list-style-type: none"><li>a) No paint containing lead or lead products shall be used except in the form of paste or readymade paint.</li><li>b) Suitable face masks shall be supplied for use by workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.</li></ul></li><li>ii. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following:<ul style="list-style-type: none"><li>a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defects and shall be kept in good working order and properly maintained.</li><li>b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.</li></ul></li><li>iii. The Contractor shall at his own expense arrange for the safety provisions as appended to these conditions or as required by the Engineer-in-Charge, in respect of all labor directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in-Charge shall be entitled to do so and recover the cost thereof from the Contractor.</li><li>iv. Failure to comply with Safety Code shall make the Contractor liable to pay to the Corporation as liquidated damages an amount not exceeding Rs. 50.00 for each default or materially incorrect statement. The decision of the Engineer-in-Charge in such matters based on reports from the Inspecting Officers as defined in the Contract Labor Regulation as appended to these conditions shall be final and binding and deductions for recovery of such liquidated damages may be made from any amount payable to the Contractor.<ul style="list-style-type: none"><li>a) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in a safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities shall be provided at or near places of work.</li></ul></li></ul> |
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	<p><b>b)</b> These safety provisions shall be brought to the notice of all concerned by display on a notice board at a prominent place at the work spot. Persons responsible for ensuring compliance with the Safety Code shall be named therein by the Contractor.</p> <p><b>c)</b> To ensure effective enforcement of the rules and regulations relating to safety precautions, arrangements made by the Contractor shall be open to inspection by the Engineer-in-Charge or his representatives and the Inspecting Officers as defined in the Acts/Rules applicable.</p> <p><b>d)</b> The Contractor is not exempted from the operation of any other Act or Rule in force.</p>
<b>PC 22.2.3 (b)</b>	<p>Add following sub clause:</p> <p>Compliance with Labour Regulations: During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there under, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority.</p>
<b>PC 22.2.5</b>	<p>Working Hours</p> <p>Normal working hours shall be as per governing Act of Employer's country. Under Sec. 17 &amp; 18 of the Act relating to working hours, it is mentioned that the period of work including over time work should not exceed 10 hours in a day and 54 hours in a week.</p>
<b>PC 22.2.7</b>	<p>Add following:-</p> <p>The Contractor shall submit the procedures &amp; programme on regular basis for Environmental Monitoring during construction activity and execution of work;</p> <p>(a) Air quality: All precautionary steps will be taken to minimize air pollution</p> <p>(b) Surface Ground Water: All construction activities will be strictly monitored to avoid contamination of water due to oil spill, disposal of solid wastes, spoils, construction material and waste water.</p> <p>(c) Noise/ Ground Vibration: This attribute will be monitored to minimize the noise emission due to construction activities and ground vibration due to blasting and compacting activities.</p> <p>Employer shall check all these measures for Environmental Monitoring and submit the report and monitoring results to JICA on Half Yearly basis.</p>

<b>23. Test and Inspection</b>	
<b>PC 23.12</b>	<p>Add following sub-clause:-</p> <p><b>(a)</b> The contractor shall give Employer reasonable notice in writing, at least 15 days in advance, of the date and the place at which Plant and any part of the Facilities will be ready for testing and/or inspection as provided in the contract. The Employer shall attend at the place so named otherwise grant waiver of inspection on receipt of satisfactory work's test reports from the Contractor.</p> <p><b>(b)</b> No Plant may be despatched and delivered to site without Employer's written permission in the form of "Test Certificate approval and Despatch Clearance"</p>
<b>24. Completion of the Facilities</b>	
<b>PC 24.2</b>	<p>This clause stands replaced by the following clause:-</p> <p>Within Seven (7) days after receipt of notice from the Contractor under GC 24.1 the Employer will request the contractor to take up precommissioning of Facilities. The requirements of Precommissioning of the Facilities have been stipulated in Technical specification which include checking of Ground clearance, Electrical clearance, proper foundations, checking of all structures, equipments, proper tightening &amp; punching, checking of all required conductor &amp; Groundwire accessories at every location, Earth resistance, Checking for protection and communication activity, relay testing, breaker testing etc fixing of all required accessories etc. after completion of the facilities.</p>
<b>PC 24.3</b>	<p>Replace the existing Sub Clause by the following:</p> <p>The employer will comply the Appendix-6 of Section IX contract forms.</p>
<b>PC 24.5</b>	<p>Replace the existing Sub Clause by the following:</p> <p>Within thirty (30) days after receipt of Contractor's notice the Project Manager shall either issue a completion certificate or notify the Contractor in writing of any defects and/or deficiencies which are to be immediately rectified by the Contractor.</p>
<b>PC 24.6</b>	<p>The period of notice be read as thirty (30) days in place of fourteen (14) days.</p>
<b>25. Commissioning and Operational Acceptance</b>	
<b>PC 25.1.2</b>	<p>Replace the existing Sub Clause by the following:</p> <p>The employer will comply the Appendix-6 of Section IX contract forms.</p>
<b>PC 25.2</b>	<p>This clause stands replaced by the following clause:-</p> <p>After precommissioning, the Facilities shall be checked for Insulation</p>



	resistance, conductor continuity , Phase sequence, relay testing all connected SAS activity, protection control, functioning of all equipments, alarms etc as stipulated in Technical specification required for charging.
<b>PC 25.3.1</b>	<p>Replace the existing Sub Clause by the following:</p> <p><u>Operational Acceptance:-</u></p> <p>Operational Acceptance (Taking over) shall occur in respect of the Facilities when</p> <p>(a) the Guarantee test has been successfully completed and the functional Guarantees are met (or)</p> <p>(b) Any minor items mentioned in GC Sub-Clause 24.7 hereof relevant to the facilities or that part thereof have been completed.</p>
<b>PC 25.3.3</b>	<p>These clause stands replaced as under:</p> <p>The Project Manager shall, after consultation with the Employer, and within twenty one (21) days after receipt of the Contractor's notice, issue an Operational Acceptance Certificate.</p>
<b>PC 25.3.4</b>	<p>These clause stands replaced as under:</p> <p>If within twenty one (21) days after test receipt of the Contractor's notice, the Project Manager fails to issue the Operational Acceptance Certificate or fails to inform the Contractor in writing of the justifiable reasons why the Project Manager has not issued the Operational Acceptance Certificate, the Facilities shall be deemed to have been accepted as of the date of the Contractor's said notice.</p>
<b>PC 25.4.1</b>	<p>This clause stands replaced by the following clause:-</p> <p>Unless otherwise agreed by Employer, completion and commissioning shall be carried out for the entire Facilities.</p>
<b>PC 25.5</b>	<p>Replace the existing Sub Clause by the following:</p> <p>No personnel or raw material etc. are to be provided by the Employer to the Contractor for the purpose of precommissioning and commissioning work. As such Employer will not be responsible for any delay made in precommissioning work by the Contractor. However, the employer will comply the Appendix-6 of Section IX contract forms.</p>
<b>26. Completion Time Guarantee</b>	
<b>PC 26.2</b>	<p>If the handing over of the work fully completed in all respects, is delayed beyond the scheduled date or extension thereof for commissioning as given under the Contract, the Contractor shall pay to the TANTRANSCO an amount calculated at the rate of half percent (0.5%) per completed week of</p>

	<p>delay of the value of the total Contract price as liquidated damages subject to a maximum 10% of the total Contract value of that particular unit.</p> <p>In respect of contracts where supply effected in part or works executed in part, could not be beneficially used by TANTRANSCO due to such incomplete execution, liquidated damages shall be worked out on the basis of entire contract price only and not on the value of delayed portion and maximum LD is 10% of the total contract value of that particular unit.</p> <p>The defaulting Contractors should be made liable to pay to TANTRANSCO, in addition to Liquidated Damages for delay, the actual difference in price, wherever TANTRANSCO orders the delayed quantity to be supplied/executed by other agencies at a higher rate.</p> <p>GST will be applicable on the LD amount deducted and the same will be collected from the tenderer”.</p> <p>The Contractors are liable to pay the amount of loss sustained by the employer in the event of non-execution of orders, if any placed on them either in full or part to the satisfaction of the board under the terms of conditions of contract and order will be placed for such quantities on some others at a higher price. This is without prejudice to other rights under the terms of the contract.</p> <p>The liquidated damages will be recovered at the time of payment of 10% against completion and commissioning of the Project.</p> <p>If the sum of the applicable the liquidated damages or any other liabilities exceeds the balance amount due for payment to the contractor for the work, then in such case, the same shall be recovered from the balance 10% amount payable against operational acceptance of the Project and pending bills.</p>
<b>PC 26.3</b>	No bonus will be given for earlier Completion of any of the Facilities or part thereof.
<b>PC 26.4</b>	<p>Following sub-clause may be added:</p> <p>The sub bar charts submitted by the contractor indicating quarterly targets of completion of various component of installation works, shall be monitored continuously. Cumulative progress of works shall be checked.</p>
<b>27. Defect Liability</b>	
<b>PC 27.2</b>	<p>Defect liability period will be 5 years from the date of operational acceptance ( commissioning) of the project for 100MVA,230/110KV Auto Transformers.</p> <p>The entire equipment should be guaranteed for satisfactory operation, free of defects for a period of 60 months from the date of successful commissioning of Auto Transformer.</p> <p>Any defects /failure noticed during this guarantee period shall be rectified,</p>

	<p>free of cost, within 3 months from the date of intimation of defect/failure. Irrespective of number of failures and repairs within the guarantee period, the suppliers are responsible for free replacement/repair of the defective materials. The guarantee period for such repaired/replaced equipment shall be THREE years from the date of re-commissioning for the entire transformer (or) the original guarantee period of 60 months from the date of first commissioning, (excluding the time taken for rectification (ie) from the date of the transformer is isolated from service due to fault to the date of putting the transformer back into service), whichever is later.</p> <p>In case the major active parts such as HV winding, LV winding and OLTC, failed within the guarantee period, the Guarantee Period has to be extended for another three years from the date of re-commissioning for the whole Transformer only.</p> <p>In respect of accessories such as Buchholz relay, PRD relay, OSR, MOG, WTI, OTI, TIMERS, CONTACTOR, OL RELAY and Differential relay (wherever applicable) the guarantee period will be for the respective items only.</p> <p>The incidental expenses, charges towards dismantling and re-erection of failed unit/defective part, transport and freight charges for the replacement of defective materials within the guarantee period shall be borne by the supplier.</p> <p>Also mentioned in Guarantee clause of Technical document-Volume –II .</p>
<b>28. Functional Guarantees</b>	
The Functional Guarantees is not applicable	
<b>30. Limitation of Liability</b>	
<b>PC 30.1(b)</b>	The amount of aggregate liability shall be: 100% of contract price.
<b>32. Care of Facilities</b>	
<b>PC 32.2</b>	<p>Replace the existing Sub Clause by the following:</p> <p>The payment of loss or damage to the contractor's temporary facilities shall be made by the Employer as per the rates as mutually agreed upon.</p>
<b>35. Unforeseen Conditions</b>	
<b>PC 35.2</b>	<p>Replace the existing Sub Clause by the following:</p> <p>Additional cost and expense incurred by the contractor shall be paid by the Employer to the contractor as per the rates as mutually agreed upon.</p>
<b>38. War Risks</b>	

<b>PC 38.4</b>	<p>Replace the existing Sub Clause by the following:</p> <p>The increased costs or incidentals to the execution of the contract shall be paid by the Employer to the contractor as per the rates as mutually agreed upon.</p>
<b>42. Termination</b>	
<b>45. Disputes and Arbitration</b>	
<b>PC 45.1</b>	<p>The DB shall be appointed within thirty (30) days after a dispute is raised by either party and DB shall comprise 3 persons one of whom shall serve as chairman.</p> <p style="padding-left: 40px;">In an arbitration with three arbitrators, each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.</p> <p style="padding-left: 40px;">If the above appointment procedure applies and</p> <p style="padding-left: 40px;">(a) A party fails to appoint an arbitrator within thirty days from the receipt of a request to do so from the other party; or</p> <p style="padding-left: 40px;">(b) The two appointed arbitrators fail to agree on the third arbitrator within thirty days from the date of their appointment,</p> <p style="padding-left: 40px;">The appointment shall be made, upon request of a party, by the Chief Justice of High Court of Madras, or any person or institution designated by him.</p>
<b>PC 45.2</b>	<p>Appointment (if not agreed) to be made as per the Indian Arbitration and Conciliation Act 1996, No.26 dated 16th August 1996.</p>
<b>PC 45.5(a)</b>	<p>Replace the existing clause with the following clause:-</p> <p style="padding-left: 40px;">(i) Arbitration proceedings in case of Indian contractors shall be conducted in accordance with laws of India (Indian Arbitration and Conciliation Act of 1996).</p> <p style="padding-left: 40px;">(ii) Arbitration proceedings in case of Foreign contractors shall be settled by arbitration in accordance with the provision of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules as at present in force.</p> <p style="padding-left: 40px;">(iii) The Arbitration shall be conducted in the language for communications defined in Sub-clause 5.3.</p>
<b>PC 45.5(b)</b>	<p>Replace the existing clause with the following clause:-</p> <p style="padding-left: 40px;">(i) The place for Arbitration shall be “Chennai (Tamil Nadu), India” for domestic bidders.</p> <p style="padding-left: 40px;">(ii) The place for Arbitration shall be Chennai (Tamil Nadu), India” for foreign bidders.</p>

	iii) If either or both the parties do not accept to the place of Arbitration then it will be as per the Indian Arbitration and Conciliation Act 1996, No.26 dated 16th August 1996.
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## **Section IX. Contract Forms**

This Section contains the Letter of Acceptance, the Contract Agreement and Appendices to the Contract Agreement which, once completed, will form part of the Contract.

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**Notification of Award - Letter of Acceptance**

*[on letterhead paper of the Employer]*

*[insert date]*

To: *[insert name and address of the Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of the contract and identification number]* for the Accepted Contract Amount of the equivalent of *[insert amount in numbers and words]* *[insert name of currency]*, as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Contract Forms, of the Bidding Documents.

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Contract Agreement**



## Contract Agreement

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
BETWEEN

(1) **TamilNadu Transmission Corporation Limited**, a corporation incorporated under the laws of **India** and having its principal place of business at **TamilNadu Transmission Corporation Limited , IV Floor, Southern Wing, TANTRANSCO Head Quarters, No. 144, Anna Salai, Chennai- 600 002.**

**T.N. India** (hereinafter called "the Employer"), and

(2) [**name of Contractor**], a corporation incorporated under the laws of [**country of Contractor**] and having its principal place of business at [**address of Contractor**] (hereinafter called "the Contractor").

WHEREAS the Employer desires to engage the Contractor for **SUPPLY AND ERECTION OF 14 NOS 100MVA,230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS** **(Package No.57** ("the Facilities"), and the Contractor has agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1.  
Contract  
Documents**

**1.1. Contract Documents** (Reference GC Clause 2)

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

- (a) This Contract Agreement and the Appendices hereto
- (b) Letter of Bid and Price Schedules submitted by the Contractor
- (c) Particular Conditions
- (d) General Conditions
- (e) Specification
- (f) Drawings
- (g) Other completed bidding forms submitted with the Bid
- (h) Any other documents forming part of the Employer's Requirements
- (i) Acknowledgment of Compliance with Guidelines for Procurement under Japanese ODA Loans
- (j) Bar Chart and Sub Bar Charts for supply of plant and Installation Service
- (k) (any other documents shall be added here)

**1.2. Order of Precedence** (Reference GC Clause 2)

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

**1.3. Definitions** (Reference GC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions.

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

**2.1. Contract Price** (Reference GC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: ***[insert amount of foreign currency portion in words], [insert amount in figures]*** as specified in Price Schedule (Grand Summary) and ***[insert amount of local currency portion in words], [insert amount in figures]***, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

**2.2. Terms of Payment** (Reference GC Clause 12)

The terms and procedures for payment according to which the Employer will reimburse the Contractor are given in the Appendix -1(Terms and Procedures for Payment) hereto.

The Employer may instruct its bank to issue an irrevocable confirmed documentary credit made available to the Contractor in a bank in the country of the Contractor. The credit shall be for an amount of ***[insert amount equal to the total named in Schedule 1 less than advance payment to be made for Plant supplied from abroad]***; and shall be subject to the Uniform Customs and Practice for Documentary Credits 1993 Revision, ICC Publication No. 600.

**Article 3.  
Effective  
Date**

**3.1. Effective Date** (Reference GC Clause 1)

The Effective Date from which the Time for Completion of the Facilities shall be counted is the date of issue of Notification of Award i.e., ----- . The Contractor shall have to fulfill following conditions within 28 days of issues of NOA:

- (a) This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;

- (b) The Contractor has submitted to the Employer the Performance Security and the advance payment guarantee.

In case if there is delay of more than 45 days in payment of advance to the contractor from the date of submission of invoice, an equal period corresponding to the delay in payment of advance will be allowed in working out the Effective date. Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

**Article 4.  
Communications**

- 4.1. The address of the Employer for notice purposes, pursuant to GC 4.1 is:

Attention: **Chief Engineer/ Transmission**

Address: **TamilNadu Transmission Corporation Limited.**

**Room No. 401, IV Floor, Southern Wing,**

**TANTRANSCO Head Quarters, No. 144, Anna Salai,**

City: **Chennai**

ZIP Code: **600 002.**

Country: **India**

Telephone: **91- 44 – 2852 1106 / 2852 1204  
28520131 Extn 2259**

Facsimile number: **91-44 – 2855 5539 / 2852 1107**

Electronic mail address: [cetr@tnebnet.org](mailto:cetr@tnebnet.org),

The address of the Contractor for notice purposes, pursuant to GC 4.1 is: *[insert Contractor's address]*.

**Article 5.  
Appendices**

- 5.1. The Appendices listed in the attached List of Appendices shall be deemed to form an integral part of this Contract Agreement.

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

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

Signed by, for and on behalf of the Employer

*[Signature]*

*[Title]*

in the presence of

Signed by, for and on behalf of the Contractor

*[Signature]*

*[Title]*

in the presence of

## **APPENDICES**

- Appendix 1 Terms and Procedures of Payment
- Appendix 2 Price Adjustment
- Appendix 3 Insurance Requirements
- Appendix 4 Time Schedule
- Appendix 5 List of Major Items of Plant and Services and List of Subcontractors
- Appendix 6 Scope of Works and Supply by the Employer
- Appendix 7 List of Documents for Approval or Review

## **Appendix 1.**

### **Terms and Procedures for Payment**

In accordance with the provisions of GC Clause 12 (Terms of Payment), the TANTRANSCO shall pay the Contractor in the following manner on the basis of the Price Breakdown given in the section on Price Schedules. Payments will be made in the currencies quoted by the Bidder unless otherwise agreed between the parties. Bills for payment in respect of Plants consumed and work component complete in all respect as per agreed BAR CHART/ SUB BAR CHART shall only be claimed by the Contractor. However work completed in excess of the agreed quantity which is to be completed in next quarter as per SUB BAR CHART shall also be considered for payment. No claim of partly completed work component shall be entertained.

#### **(A) Terms of Payment**

**10% advance payment of the total CIP/ Ex-Works Price of plant ,Installation Services (excluding tax):- in “Foreign Currency and also in Currency of TANTRANSCO’s Country”.**

TANTRANSCO shall pay to the Contractor Ten percent (10%) of the total **CIP/ Ex-Works** price of plant Installation Services (excluding tax) as an advance payment. The same shall be paid as per the “Reimbursement Procedure of payment of JICA”, in 45 days from the date of submission of valid claim complete in all respect in the **prescribed format (work wise)**, irrespective of the currency of the contract. An Advance Payment Security in the form of a Bank Guarantee for an amount equal to the amount of advance payment shall be valid till the payment of final 10% bill amount on operational acceptance and contract period is to be submitted by the contractor and shall be progressively reduced. The “Advance payment Security” shall be in the form as specified in Section IX, Contract Forms.

**70% payment of CIP/ Ex-works price (along with 100% freight & insurance charges) of Plant consumed**

**For payment in “Foreign Currency”:** The same shall be paid through Letter of Credit (LC) as per the “Commitment Procedure of payment of JICA”. Contractor will claim Seventy (70) percent of CIP Price of the Plant consumed, as certified by the Executive Engineer / Superintending Engineer/General Construction Circle concerned of TANTRANSCO on submission of bills in prescribed format. The letter of credit (LC) for the 70% payment established by the TANTRANSCO.

**For payment in “Currency of TANTRANSCO’s Country”:** The same shall be paid as per the “Reimbursement Procedure of payment of JICA”, in 45 days from the date of submission of valid claim complete in all respect. Contractor will claim Seventy (70) percent of EX-works price along with freight & insurance charges of the plant consumed as certified by the concerned / Superintending Engineer/General Construction Circle of TANTRANSCO on submission of bills in prescribed format.

**70% payment of Installation Services (excluding Tax) carried out**

**For payment in “Foreign Currency”:** The same shall be paid through Letter of Credit (LC) as per the “Commitment Procedure of payment of JICA”. Contractor will claim Seventy (70) percent payment of cost of Installation activities carried out, on the basis of measured value of accepted completed work activities, as certified by the Executive Engineer/ Superintending Engineer/General Construction Circle concerned of TANTRANSCO on submission of bills in prescribed format. The letter of credit (LC) for the 70% payment shall be established by the TANTRANSCO.

**For payment in “Currency of TANTRANSCO’s Country”:** The same shall be paid as per the “Reimbursement Procedure of payment of JICA”, in 45 days from the date of submission of valid claim complete in all respect. Contractor will claim Seventy (70) percent of payment of cost of Installation activities carried out, on the basis of measured value of accepted completed work activities, as certified by the Executive Engineer / Superintending Engineer/General Construction Circle concerned of TANTRANSCO on submission of bills in prescribed format.

**10% of CIP/ Ex-works price of Plant consumed, Installation Services carried out upon completion and commissioning of work:- in “Foreign Currency and also in Currency of TANTRANSCO’s Country”.**

The same shall be paid as per the “Reimbursement Procedure of payment of JICA”, in 45 days from the date of submission of valid bills complete in all respect in prescribed format, irrespective of the currency of the contract after adjustment of Liquidated damages (LD) or any other liability etc., if any.

**Balance 10% of CIP/ Ex-works price of Plant consumed and Installation Services carried out upon issuance of Operational acceptance certificate by the Superintending Engineer of concerned General Construction Circle:- in “Foreign Currency and also in Currency of TANTRANSCO’s Country”.**

The same shall be paid as per the “Reimbursement Procedure of payment of JICA”, in 45 days from the date of submission of valid bills complete in all respect in prescribed format, irrespective of the currency after adjustment of balance Liquidated damage (LD) if any or any other liability etc

**The contractor shall submit the completion report with all drawings and details as built before preferring final claim.**

**Tax payment upon commissioning of work:**

The Concessional Tax/ GST will be applicable on Plant manufactured in India. The TANTRANSCO shall reimburse to the Contractor on submission of proof of documentary evidence for payment, in 45 days from the date of submission of valid claim complete in all respect in prescribed format.

**Tax payment upon commissioning of work:**

The GST will be applicable on Installation Services carried out by the contractor. The TANTRANSCO shall pay to the contractor on submission of proof of documentary evidence for payment, in 45 days from the date of submission of valid claim complete in all respect in prescribed format.

It should be clearly understood that LC is intended to be made available and operative at the time of payment of first supply bill as per time Schedule of the contract. Availability of LC will not be accepted as a pre-condition for offering plants or commencement of installation activity.

**(B) Procedures to be adopted by the Contractor for preparation and submission of bills and procedure for release of payments by TANTRANSCO**

Payment of 70% cost of Plant consumed for the work along with Freight and Insurance Charges and 70% of cost of **Installation Services** shall be made only on the basis of quantity installed (erected) complete in all respect, as per approved SUB BAR CHART during the preceding quarter as certified by concerned Executive Engineer / Superintending Engineer/General Construction Circle irrespective of TANTRANSCO of the quantity of Plant supplied and incomplete installation by the Contractor. However, work completed in excess of the agreed quantity which is to be completed in next quarter as per SUB BAR CHART shall also be considered for payment. No claim of partly completed work activity shall be entertained.

Complete guidelines are enumerated hereunder:-

**1.1 Guidelines for preparation of preparation of bills,**

**1.1.1 Preparation of Bills**

It may be explicitly understood by the contractor that regulation of all payments shall be made on the basis of supplementary/sub bar-chart which will be duly approved by TANTRANSCO and which shall indicate month-wise and quarter- wise activities which are to be completed by the Contractor as per agreement between the Contractor and TANTRANSCO. Thus, against each work, the contractor will claim payment only once for the activities which will be completed by him in each quarter and for this purpose the following two bills will be submitted in the first week of next quarter;

- **Installation Services R.A. Bill:-** Bill towards Installation, Erection, Testing & Commissioning activities for individual activity of work which will be worked out on the basis of break-up of cost available in the contract.
- **Supply R.A. Bill:** - Bill covering supply of plant which will be paid on the basis of unit rate stipulated in the contract.

The above two separate bills, upon certification by TANTRANSCO's field engineer, will be paid according to procedure prescribed in the bid document.

**1.1.2 Reimbursement of GST**

It may please be noted by the Contractor that GST/customs for supply of plant, shall be borne by TANTRANSCO. Similarly on the amount of bill towards Installation Services, GST shall be payable which will be borne by TANTRANSCO. Although financial commitment in respect of these taxes/levies is to be borne by TANTRANSCO, initially these payments shall

be made by the Contractor and at the time of submission of last 10% bills i.e at the time of final commissioning of work, reimbursement of total amount initially paid by the Contractor towards GST / customs shall be made by TANTRANSCO within the time line and as per the procedure stipulated in the bid document.

**2 Precaution to be taken by the contractor during completion of construction activities to avoid dispute regarding rejection/non admittance of Running Account (R.A.) Bills of Installation Services / Supply**

All the bills shall be prepared only as per “Schedule of Rates for billing” (SRB) which will be issued by TANTRANSCO on the basis of accepted rates and approved “Bill of Quantity” (BOQ).

**2.1 Precaution in regard to completion of activities related to Supply of Plant:-**

2.1.1 Payment for Plant consumed (work wise) shall be claimed in Supply R.A. Bill. Payment for Plant consumed shall be made only after 100% completion of erection activity of plants as per Bar Charts/ Sub Bar Charts.

**2.2 Precaution in regard to completion of activities related to Installation Services work:-**

2.3.1 Payment for erection of Plants & structures (work wise) shall be claimed in Installation Services R.A. Bill.

However, it may please be noted that payment for 100% complete structure erection work shall be made on per structure basis. Thus all payments shall be claimed on the basis of composite cost which will be intimated to the contractor for each type of structure complete with all accessories in Schedule of Rates for billing (SRB). The payment for supply is to be claimed in supply R.A. Bill.

**3 Insurance for the Project work:-**

The contractor will undertake supply and construction/ installation activities and will also receive payments progressively on the basis of activities brought out in the BAR CHARTs. Since progressive payments will be released until the work is completed in all respect, TANTRANSCO will not take over any work from the contractor. It would be responsibility of the contractor to organize watch and ward of the Projects under construction against any theft, accident, etc. It is necessary that to protect against any exigency, a suitable insurance policy in joint name of contractor and the subcontractor and TANTRANSCO for each installation work for sufficient period and amount is taken by the contractor and such policy is submitted to TANTRANSCO by the contractor before commencement of work. It should be explicitly understood by the contractor that in case of any loss/ damage all related cost of material and works is to be exclusively borne by the contractor. The Contractor will ensure timely completion of work even in case of additional time required for making good any loss/damage to the work.



Further, in case of any loss/damage, it may be explicitly noted by the contractor that responsibility of lodging of claim and its settlement with the Insurance Company will rest on the contractor as all such losses shall be exclusively borne by the contractor only.

4 **SPECIFIC POINTS TO BE NOTED BY THE CONTRACTOR FOR CLAIMING PAYMENT:**

4.1 For claiming all types of payments, the documents as specified in “Payment Procedure” complete in all respects should be submitted.

4.2 Raising of proper claim complete in all respect is the responsibility of contractor.

4.3 The quantities to be indicated in contract award shall be provisional. There may be a possibility of reduction in quantities required to be executed.

4.4 The contractor shall ensure that only valid and proper claims are made for payment of Plant consumed and Installation work carried out. In the event if it is found that any claim, not due as per contract, has been claimed and payment received then such payments shall be refunded back to TANTRANSCO within three working days on receipt of notice of the TANTRANSCO in this regard. It may please be noted that in such case TANTRANSCO reserves the right to initiate such other legal remedies as may be appropriate.

4.5 It may be noted that in case due to any discrepancy in the amount of bill or non-submission of any documents, any clarification/additional document is sought then contractor shall be solely responsible for delay in payments.

4.6 It may be noted that, at the time of payment of Balance 10% amount, if the sum of applicable Liquidated Damages or any other liabilities exceeds the balance amount due for payment to the contractor for the work, then in such case, the same shall be recovered from the pending bills and, in case, if some amount still remains to be recovered, the same shall be recovered from the amount available with TANTRANSCO.

4.7 For the payments through letter of credit and Reimbursement Procedure, all bank charges towards the letter of credit and Reimbursement shall be borne by the Contractor.

5 **The following documents are required to be submitted for claiming payments:**

**For 10% Advance Payment of the total CIP/ Ex-Works Price of plant and Installation Services (excluding tax) (on acceptance of advance payment security in the form of Bank Guarantee) as per “Reimbursement Procedure of JICA” -**

- a. Four copies of the contractor’s invoice in prescribed format showing the contract no. and date. The advance for supply and Installation Services shall be shown separately.
- b. Four copies of “Claims for Payment” (**Form CFP enclosed**).
- c. Four copies of Advance Payment Security Bank Guarantee acceptance

letter of TANTRANSCO.

**For 70% Payment of Plant consumed:**

**(I) The 70% CIP price payment in “Foreign Currency” is to be claimed through Letter of credit as per “Commitment Procedure of JICA”:-**

- a. Four copies of the Contractor’s invoice along with supply R.A. bill in prescribed format showing the contract No. & date, description of the plants as per the contract, name of Installation work, quantity consumed in completed Installation work, period of bill (quarter) unit CIP Price. Invoice should be duly certified by the concerned Executive Engineer (EHT: Line Constn/ Sub stations.) of the TANTRANSCO and countersigned by concerned Superintending Engineer (General Construction Circle).
- b. Four copies of contractor’s certificate that plant has been delivered & installed complete in all respects, at site as per Proforma I.
- c. Four copies of test certificate approval and Despatch Instructions issued by the TANTRANSCO combined or separately.
- d. Four copies of Certificate of validity of Insurance Policy.
- e. Four copies of “Claims for Payment” (Form CFP enclosed).

**(II) For 70% of Ex-works price Payment on Erection along with freight & insurance “in Currency of TANTRANSCO’s country”: The payment is to be claimed as per “Reimbursement Procedure of JICA”:-**

- a. Four copies of the Contractor’s invoice along with supply R.A. bill in prescribed format showing the contract No. & date, description of the plants as per the contract, name of Installation work, quantity consumed in completed Installation work, period of bill (quarter) unit Ex-works Price and freight & insurance charges. Invoice should be duly certified by the concerned Executive Engineer of the TANTRANSCO and countersigned by concerned Superintending Engineer (General Construction Circle).
- b. Four copies of contractor’s certificate that plant has been delivered & installed complete in all respects, at site **as per Proforma I.**
- c. Four copies of test certificate approval and Despatch Instructions issued by the TANTRANSCO combined or separately.
- d. Four copies of Certificate of validity of Insurance Policy.
- e. Four copies of “Claims for Payment” (Form CFP enclosed).

**10% of CIP/ Ex-works price of Plant consumed, and Installation Services carried out upon completion and commissioning of work:- in “Foreign Currency and also in Currency of TANTRANSCO’s Country” after deduction of the amount already paid as advance for the plants not supplied, Liquidated damage (LD): The payment is to be claimed as per “Reimbursement Procedure of JICA”:-**

- a. Four copies of the contractor’s invoice in prescribed format showing the description of the plants as per the contract and quantity. Invoice should be duly inscribed with name of Installation work, 80% payment invoice No.

& dates.

- b. Four copies of the certificate of successful commissioning of Installation work issued by concerned Executive Engineer of the TANTRANSCO.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of No liability certificate issued by Order Placing Authority.

**For balance 10% of CIP / Ex-works price Payment upon issuance of operational acceptance certificate by the Superintending Engineer of concerned General Construction Circle: "For payment in Foreign Currency" and also "payment in Currency of TANTRANSCO's country" after adjustment of Liquidated damage (LD): The payment is to be claimed as per "Reimbursement Procedure of JICA":-**

- a. Four copies of the contractor's invoice in prescribed format showing the description of the plants as per the contract and quantity. Invoice should be duly inscribed with name of Installation work, 90% payment invoice Nos. & dates.
- b. Four copies of the certificate of successful commissioning of Installation work issued by concerned Executive Engineer of the TANTRANSCO.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of No liability certificate issued by Order Placing Authority.

**For 70% payment of Installation Services :**

**(I) The 70% payment of Installation Services in "Foreign Currency" is to be claimed through Letter of credit as per "Commitment Procedure of JICA":-**

- a. Four copies of the contractor's invoice along with Installation Services R.A. bill in prescribed format, showing the description of the activities, quantity, unit price and total amount. Invoice should be duly certified by the concerned Executive Engineer of the TANTRANSCO and countersigned by concerned Superintending Engineer (General Constn. Circle).
- b. Four copies of contractor's certificate that installation activities have been completed in all respects, at site.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of Certificate of validity of Insurance Policy.

**(II) The 70% payment of Installation Services in "Currency of TANTRANSCO's country": The payment is to be claimed as per "Reimbursement Procedure of JICA":-**

- a. Four copies of the contractor's invoice along with Installation Services R.A. bill in prescribed format, showing the description of the activities, quantity, unit price and total amount. Invoice should be duly certified by the concerned Executive Engineer of the TANTRANSCO and countersigned by concerned Superintending Engineer GCC.
- b. Four copies of contractor's certificate that installation activities have been completed in all respects, at site.

- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of Certificate of validity of Insurance Policy.

**10% of Installation Services on completion and Commissioning: for "payment in Foreign Currency" and also "payment in Currency of TANTRANSCO's country" after adjustment of the amount already paid as advance for the plants not installed and Liquidated damage (LD) : The payment is to be claimed as per "Reimbursement Procedure of JICA" for which following documents are required to be submitted to the TANTRANSCO :-**

- a. Four copies of the contractor's invoice in prescribed format, showing the description of the Installation activities as per the contract and quantity. Invoice should be duly inscribed with name of Installation work, 80% payment invoice Nos. & dates.
- b. Four copies of the certificate of successful completion of Installation, Erection, Testing & Commissioning work issued by concerned Executive Engineer of the TANTRANSCO.

- c. Four copies of "Claims for Payment" (Form CFP enclosed).

- d. Four copies of No liability certificate issued by Order Placing Authority.

**For balance 10% of Installation Services upon issuance of operational acceptance certificate by the Superintending Engineer of concerned General Construction Circle: for "payment in Foreign Currency" and also "payment in Currency of TANTRANSCO's country" after adjustment Liquidated damage (LD) if any : The payment is to be claimed as per "Reimbursement Procedure of JICA" for which following documents are required to be submitted to the TANTRANSCO :-**

- a. Four copies of the contractor's invoice in prescribed format, showing the description of the Installation activities as per the contract and quantity. Invoice should be duly inscribed with name of Installation work, 90% payment invoice Nos. & dates.
- b. Four copies of the certificate of successful completion of Installation, Erection, Testing & Commissioning work issued by concerned Executive Engineer of the TANTRANSCO.
- c. Four copies of "Claims for Payment" (Form CFP enclosed).
- d. Four copies of No liability certificate issued by Order Placing Authority.

**For payment of Concessional tax/GST: The payment is to be claimed from TANTRANSCO for which following documents are required to be submitted to the TANTRANSCO:-**

- a. Four copies of the contractor's invoice in prescribed format showing the description of the plants as per the contract and quantity and amount, cost of Installation Services (in case of claim for Service Tax). Invoice should be duly inscribed with name of Installation work, 90% payment invoice Nos. & dates.
- b. An under taking of the Contractor that the amounts claimed towards taxes

have been deposited to concerned Taxation Authorities.

- c. The applicable LWF will be deducted.

## **6 Guide lines for submission of bills**

The invoices in respect of **10%** advance payment in “Foreign Currency and also in Currency of TANTRANSCO’s Country” are required to be submitted to Order Placing Authority and the same will be forwarded to the JICA for payment to the contractor.

The invoices for payment in “Foreign Currency” in respect of 70% payment of Plant consumed shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO. These invoices after processing will be received by the Order Placing Authority and the same shall be given back to the contractor for claiming the payments through Letter of Credit after due verification.

The invoices for payment in “Currency of TANTRANSCO’s Country” in respect of **70%** payment of Plant consumed along with freight & insurance charges and **70%** of cost of Installation Services carried out shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO. These invoices after processing will be received by the Order Placing Authority and the same will be processed for payment by JICA to the contractor.

The invoices for payment in “Foreign Currency and also Currency of TANTRANSCO’s Country” in respect of **70%** of cost of Installation Services carried out shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO. These invoices after processing will be received by the Order Placing Authority and the same will be processed for payment by JICA to the contractor.

The invoices for payment of **10%** of CIP / Ex-works price in “Foreign Currency and also in Currency of TANTRANSCO’s Country” of Plant consumed and charges of Installation Services carried out “in Currency of TANTRANSCO’s Country” upon completion and commissioning of Installation work shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO. These invoices after processing will be received by the Order Placing Authority and the same will be processed for payment by JICA to the contractor.

The invoices for payment of balance **10%** of CIP / Ex-works price in “Foreign Currency and also in Currency of TANTRANSCO’s Country” of Plant consumed and charges of Installation Services carried out “in Currency of TANTRANSCO’s Country” **upon issuance of operational certificate by the Superintending Engineer of concerned General Construction Circle** shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO. These invoices after processing will be received by the Order Placing Authority and the same will be processed for payment by JICA to the contractor.

The invoice for GST shall be submitted by the contractor in the office of Concerned Executive Engineer of TANTRANSCO after commissioning of the work. These invoices after processing will be received by the Order Placing Authority & shall be paid directly by TANTRANSCO to the contractor after necessary applicable deductions if any.

**Appendix 2. Price Adjustment****PRICE ADJUSTMENT NOT APPLICABLE**

### **Appendix 3 - Insurance Requirements**

#### **(A) Insurances To Be Taken Out By The Contractor**

In accordance with the provisions of GC Clause 34, the Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the insurers and the form of the policies shall be subject to the approval of the Employer, such approval not to be unreasonably withheld.

##### **(a) Cargo Insurance during Transport**

Covering loss or damage occurring, while in transit from the Contractor's works until erection at the Site, to the Facilities and to the construction equipment and material until completion of the facilities.

<b>Amount</b> <b>[in currency(ies)]</b>	<b>Parties insured</b> <b>[names]</b>	<b>From</b> <b>[place]</b>	<b>To</b> <b>[place]</b>
100% (Hundred Percent) of CIP price of Plant to be supplied by the contractor.	Joint name of TANTRANSCO the contractor and the Subcontractor	Contractor's works	Actual site of work

##### **(b) Installation All Risks Insurance**

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

<b>Amount</b> <b>[in currency(ies)]</b>	<b>Parties insured</b> <b>[names]</b>
100% (Hundred Percent) of the Contract Price of Installation work	Joint name of TANTRANSCO, the contractor and the Subcontractor

##### **(c) Third Party Liability Insurance**

Shall be Covering bodily injury or death suffered by third parties (including the Employer's personnel) and loss of or damage to property (including the Employer's property and any parts of the Facilities that have been accepted by the Employer) occurring in connection with the supply and installation of the Facilities.

<b>Amount</b> <b>[in currency(ies)]</b>	<b>Parties insured</b> <b>[names]</b>
100% (Hundred Percent) of the Contract Price of Supply and Installation work	Joint name of TANTRANSCO and the contractor

**(d) Automobile Liability Insurance**

Covering use of all vehicles used by the Contractor or its Subcontractors (whether or not owned by them) in connection with the supply and installation of the Facilities. Comprehensive insurance in accordance with statutory requirements.

**(e) Workers' Compensation**

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

**(f) Employer's Liability**

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

**(g) Other Insurances**

The Contractor is also required to take out and maintain at its own cost other insurance not specified above but are necessary in the opinion of the Contractor.

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



**Appendix 4. Time Schedule –Sub station works**  
**(Supply and Erection of 14 Nos.100MVA,230/110 KV Auto Transformers)**

The completion period for complete scope of works covered under the bid is **15 months** from effective date (inclusive of rainy season).

The Completion Period for each work is tabulated below, however, priority and commencement of the work shall be finalized at the time of award of Contract. For this purpose the Contractor shall submit a detailed month wise programme of supply of various items of plant and completion of various activities of each Civil/ Installation work as per guidelines given in Appendix-1 of Section -IX in the form of “SUB BAR CHART” within 14 days after the Effective Date, after taking into account the Completion Period for various works as detailed in the table below. It should be ensured that the works shall be carried out strictly as per the sub bar chart. This “SUB BAR CHART” will, for all purposes, form a part of the contract.

<b>Package Name</b>	<b>Details of Works/ Project Sites (Detailed in Section-VI of Volume-I)</b>	<b>Completion period for the Work</b>
SUPPLY AND ERECTION OF 14 NOS 100MVA, 230/110KV AUTO TRANSFORMERS FOR AUGUMENTATION OF AUTO TRANSFORMERS IN VARIOUS 230/110 KV SS . <b>(Package-No.57)</b>		

In regard to completion period of all activities pertaining to the works covered in the bid, it may please note the following:-

- i) The completion period indicated in above table includes the period of rainy season & accordingly, additional period due to rainy seasons will not be allowed.
- ii) In case of delay i.e. work completed after contractual time schedule as per approved agreed BAR CHART, the final Liquidated damage (LD) shall be levied as stipulated in the LD clause in P.C 26.2.

It may be noted that, at the time of payment of Balance 10% amount, if the sum of applicable Liquidated Damages or any other liabilities exceeds the balance amount due for payment to the contractor for the work, then in such case, the same shall be recovered from the pending bills, and, in case, if some amount still remains to be recovered, the same shall be recovered from the amount available with TANTRANSCO.

- iii) The contractor will be liable for making available timely supply of Plants and other material.

In regard to completion period of all activities pertaining to the works covered in the bid, it may please note the following:-

- i) The completion period specified shall be counted from the date of notification of award.
- ii) The completion period indicated above includes the period of rainy season and accordingly, additional period due to rainy seasons will not be allowed.
- iii) The contractor will be liable for making available timely supply of Plants and other material. The contractor will have to make available a confirmed bar chart/ schedule indicating the months in which Auto transformer will be required to be got delivered at site by the employer to enable the contractor to commission the Projects as per agreed schedule.

**Appendix 5 - List of Major Items of Plant and Services and List of Subcontractors**

The Subcontractors and/or manufacturers for carrying out the item of the facilities may be indicated. Where more than one Subcontractor is listed, the Contractor is free to choose between them, but it must notify the Employer of its choice in good time prior to appointing any selected Subcontractor. In accordance with GCC Sub-Clause 19.1, the Contractor is free to submit proposals for Subcontractors for additional items from time to time. No Subcontracts shall be placed with any such Subcontractors for additional items until the Subcontractors have been approved in writing by the Employer and their names have been added to this list of Subcontractors.

<b>Major Items of Plant and Services</b>	<b>Subcontractors/Manufacturers</b>	<b>Nationality</b>
<b>100MVA,230/ 110KV Auto Transformer</b>		

### **Appendix 6 - Scope of Works and Supply by the Employer**

The following personnel, facilities and works will be provided by the Employer, and the provisions of GC Clauses 10, 21 and 24 shall apply as appropriate.

All personnel, facilities and works will be provided by the Employer in good time so as not to delay the performance of the Contractor, in accordance with the approved Time Schedule and Program of Performance pursuant to GC Sub-Clause 18.2.

Unless otherwise indicated, all personnel, facilities and works will be provided free of charge to the Contractor.

<b>Personnel</b>	<b>Charge to Contractor (if any)</b>
Executive Engineer / GCC of concerned division and person appointed by him for supervision of work.	NIL

<b>Facilities</b>	<b>Charge to Contractor (if any)</b>
Supply of electricity for execution of project.	Supply can be availed on payment of. Charges under appropriate Tariff

<b>Works</b>	<b>Charge to Contractor (if any)</b>
The Employer shall be responsible for acquiring and providing possession of the Site and access thereto, and for providing possession of and access to all other areas reasonably required for the proper execution of the Contract, including all requisite rights of way.	<b>NIL</b>

**Appendix 7. List of Documents for Approval or Review – Sub station works(supply and**

Pursuant to GC Sub-Clause 20.3.1, the Contractor shall prepare, or cause its Subcontractor to prepare, and present to the Employer in accordance with the requirements of GC Sub-Clause 18.2 (Program of Performance), the following documents for:

**(A) Approval**

The following is the general list of the documents and drawings that are to be approved by the Employer. ( As applicable)

- a. Drawings of Plants & accessories.
- b. Quality Assurance plans for Plants.
- c. Quality Assurance plans for Civil Works
- d. Quality Assurance plans for Installation, Erection, Testing & Commissioning Works
- e. Any other requirements/ documents as stipulated in Bid Document

**(B) Review**

- 1. Detailed program of performance of the Contract (Bar Chart showing program for commencement and completion of various activities.
- 2. Fortnightly Progress Report.

### **Form of Undertaking by the Joint Venture Partners**

(To be executed on Non-Judicial Stamp Paper worth ` 250/- and ` 1/- revenue stamps)

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

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

AND WHEREAS the Purchaser invited bids as per the above mentioned Specification for the design, manufacture, supply, erection, testing and commissioning of Plants stipulated in the Tender Documents under ..... (*insert name of the package along with project name*) .....

AND WHEREAS Qualification Criteria of the specification stipulates that an Undertaking of two or more qualified manufacturers as partners, meeting the requirements of Qualification Criteria, as applicable may bid, provided, the Joint Venture fulfills all other requirements of Qualification Criteria and in such a case, the Bid Forms shall be signed by all the partners so as to legally bind all the Partners of the Joint Venture, who will be jointly and severally liable to perform the Contract and all obligations hereunder.

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

AND WHEREAS the bid is being submitted to the Purchaser vide proposal No.....dated ..... by Party No.1 based on this Undertaking between all the parties; under these presents and the bid in accordance with the requirements of Tender specification & Qualification Criteria has been signed by all the parties.

NOW THIS UNDERTAKING WITNESSETH AS UNDER:

In consideration of the above premises and agreements all the parties of this Deed of Undertaking do hereby declare and undertake:

1. In requirement of the award of the Contract by the Purchaser to the Joint Venture Partners, we, the Parties do hereby undertake that M/s..... the Party No.1, shall act as Lead Partner and further declare and confirm that we the parties to the Joint Venture shall jointly and severally be bound unto the Purchaser for the successful performance of the Contract and shall be fully responsible for the design, manufacture, supply and successful performance of the Plant in accordance with the Contract:
2. In case of any breach or default of the said Contract by any of the parties to the Joint Venture, the party(s) do hereby undertake to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if the Employer suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the Plant in meeting the performances guaranteed as per the specification in terms of the Contract, the Party(s) of these presents undertake to promptly make good such loss or damages caused to the Purchaser, on its demand without any demur. It shall not be necessary or obligatory for the Purchaser to proceed against Lead Partner to these presents before proceeding against or dealing with the other Party(s), the Purchaser can proceed against any of the parties who shall be jointly and severally liable for the performance and all other liabilities/obligations under the Contract to the Purchaser.
4. The financial liability of the Parties of this Deed of Undertaking to the Purchaser, with respect to any of the claims rising out of the performance or non-performance of the obligations set forth in this Deed of Undertaking, read in conjunction with the relevant conditions of the Contract shall, however not be limited in any way so as to restrict or limit the liabilities or obligations of any of the Parties of this Deed of Undertaking.
5. It is expressly understood and agreed between the Parties to this Undertaking that the responsibilities and obligations of each of the Parties shall be as delineated below:-

S.No.	Particulars	Quantity	Name of Supplier (Member) from Joint Venture
1	Supply and Erection of 14 Nos.100MVA,230/110KV Auto Transformer		

(Note: The above table may be modified by the bidder if required)

It is further undertaken by the parties that the above sharing of responsibilities and obligations shall not in any way be a limitation of joint and several responsibilities of the Parties under the Contract.

6. It is also understood that this Undertaking is provided for the purposes of undertaking joint and several liabilities of the partners to the Joint Venture for submission of the bid and performance of the Contract and that this Undertaking shall not be deemed to give rise to any additional liabilities or obligations, in any manner or any law, on any of the Parties to this Undertaking or on the Joint Venture, other than the express provisions of the Contract.
7. This Undertaking shall be construed and interpreted in accordance with the provisions of the Contract.
8. In case of an award of a Contract, we the parties to this Deed of Undertaking do hereby agree that we shall be jointly and severally responsible for furnishing a Contract performance security from a bank in favour of the Purchaser in the currency/currencies of the Contract.
9. It is further agreed that this Deed of Undertaking shall be irrevocable and shall form an integral part of the bid and shall continue to be enforceable till the Purchaser discharges the same or upon the completion of the Contract in accordance with its provisions, whichever is earlier. It shall be effective from the date first mentioned above for all purposes and intents.

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

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

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

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....



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

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

Name .....

(Signature of the authorized  
representative)

Designation .....

Signature .....

WITNESS :

I. ....

II. ....

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

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

Name .....

Designation .....

Signature .....

(Signature of the authorized  
representative)

WITNESS :

I. ....

II. ....

**Note:**

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Undertaking.
2. The Undertaking shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

### **Form of Power of Attorney for Joint Venture**

(To be executed on Non-Judicial Stamp Paper worth ` 250/- and ` 1/- revenue stamps)

KNOW ALL MEN BY THESE PRESENTS THAT WE , the Partners whose details are given hereunder ..... have formed a Joint Venture under the laws of ..... and having our Registered Office(s)/Head Office(s) at ..... (hereinafter called the 'Joint Venture' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) acting through M/s ..... being the Partner in-charge do hereby constitute, nominate and appoint M/s..... a Company incorporated under the laws of ..... and having its Registered/Head Office at ..... as our duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorised Representative" or "Partner In-charge") to exercise all or any of the powers for and on behalf of the Joint Venture in regard to Specification No ..... Package ..... the bids for which have been invited by ..... (insert name of the Purchaser along with address) ..... (hereinafter called the Purchaser) to undertake the following acts :

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

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

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

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

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

for and on behalf of the  
Partners of Joint Venture

.....

.....

.....

The Common Seal of the above Partners of the Joint Venture:

The Common Seal has been affixed there unto in the presence of:

WITNESS

1. Signature.....

Name .....

Designation .....

Occupation .....

2. Signature.....

Name .....

Designation .....

Occupation .....

**Note:**

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of Joint Venture and the date of purchase should not be later than six months of date of execution of the Agreement.
2. The Agreement shall be signed on all the pages by the authorised representatives of each of the partners and should invariably be witnessed.

**Performance Security Form – Bank Guarantee<sup>1</sup>**  
**(For AUTO Transformers)**

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert name and address of Employer]*

**Date:** \_\_\_\_\_

**PERFORMANCE GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of Contractor]* (hereinafter called “the Contractor”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Facilities]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures ([amount in words]),<sup>2</sup>* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall be reduced by half upon our receipt of:

- (a) a copy of the Operational Acceptance Certificate; or
- (b) a registered letter from the Contractor (i) attaching a copy of its notice requesting issuance of the Operational Acceptance Certificate and (ii) stating that the project manager has failed to issue such Certificate within the time required or provide in writing justifiable reasons why such Certificate has not been issued, so that Operational Acceptance is deemed to have occurred.

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<sup>2</sup> The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract.

This Performance Security guarantee shall expire no later than the earlier of:

- (a) Sixty months after our receipt of
  - (i) a copy of the Operational Acceptance Certificate;
  - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that fourteen days have elapsed from receipt of such notice (or seven days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies;
  - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or
- (b) the \_\_\_\_ day of \_\_\_\_, 2\_\_\_\_.<sup>4</sup>

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

\_\_\_\_\_  
[signature(s)]

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<sup>4</sup> Insert the date twenty-eight days after the expected expiration date of the Defect Liability Period.

**Bank Guarantee Form for Advance Payment**

*[insert Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** *[insert name and address of the Employer]*

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[Insert reference number of the contract]* dated *[insert date of the contract]* with you, for the execution of *[insert name of contract and brief description of Facilities]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert amount in figures]([amount in words])* is to be made against an advance payment guarantee.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures] ([amount in words])* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the advance payment for purposes other than toward the execution of the Works.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Contractor on his account number *[insert account number]* at *[insert name and address of Bank]*.

This guarantee shall expire, at the latest, upon our receipt of documentation indicating full repayment by the Contractor of the amount of the advance payment, or on the\_\_ day of\_\_, 2\_\_, whichever is earlier.<sup>5</sup> Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 758.

\_\_\_\_\_  
**[signature(s) name of bank or financial institution]**

<sup>5</sup> Insert the expected expiration date of the Time for Completion.

**PROFORMA INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR  
BEFORE BORROWING PLANTS ORIGINALLY OWNED BY TANTRANSCO AND  
SHALL BE VALID TILL THE SCHEDULED DATE OF RETURNING THEM**

(To be executed on Non-Judicial Stamp Paper worth ` 250/ and ` 1/- revenue stamps).

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this .....day of .....20.....  
By.....a Company registered under  
the .....having its Registered  
Office at .....(hereinafter called as 'Contractor' or  
'Obligator' which expression shall include its successors and permitted assigns) in  
favour of Tamilnadu Transmission Corporation Ltd. (TANTRANSCO), a company  
incorporated under the Companies Act, 1956 having its Registered Office at 144 Anna  
Salai, Chennai and its project at ..... (hereinafter  
called "Company" which expression shall include its successors and assigns):

WHEREAS COMPANY has awarded to the Contractor a Contract for  
..... vide its Letter of Award (LOA)/Contract No.  
.....dated.....and Amendment No.....  
(applicable when amendments have been issued) (hereinafter called the "Contract") in  
terms of which Company is required to hand over various Plant to the Contractor for  
execution of the Contract.

And WHEREAS by virtue of Clause No. ....of the said Contract, the  
Contractor is required to execute an Indemnity Bond in favour of Company for the  
Plant handed over to it by Company for the purpose of performance of the  
Contract/Erection portion of the Contract (hereinafter called the 'Plant')

Now THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Plant as mentioned in the Contract, Valued at  
(Amount in figures) .....(amount in  
words).....consumed by the Contractor from time to  
time for the purpose of performance of the Contract, the Contractor hereby undertakes  
to indemnify and shall keep Company indemnified for the full value of the Equipment.  
It is expressly understood by the Contractor that handing over of the dispatch title  
documents in respect of the said Plant duly endorsed by Company in favour of the  
Contractor shall be construed as handing over of the Plant purposed to be covered by  
such title documents and the Contractor shall hold such Plant in trust as a Trustee  
for an on behalf of Company.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe  
transit/protection and custody of the Plant at Company project Site against all risks  
whatsoever till the Plant are duly used/erected in accordance with the terms of the  
Contract and the Plant duly erected and commissioned in accordance with the terms

of the Contract, is taken over the Company. The Contractor undertakes to keep Company harmless against any loss or damage that may be caused to the Plant.

3. The Contractor undertakes that the Plant shall be used exclusively for the performance/execution of the Contract strictly in accordance with its terms and conditions and no part of the Plant shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/penal consequences.
4. That Company is and shall remain the exclusive Purchaser of the Plant free from all encumbrances, charges or liens of any kind, whatsoever. The Plant shall at all times be open to inspection and checking by the Company's Representative or other employees/Agents authorized in this regard. Further, Company shall always be free at all times to take possession of the Plants in whatever form the Equipments may be, if in its opinion , the Equipments are likely to be endangered, misutilized or converted to uses other than those specified in the contract by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of COMPANY to return the Plant without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Plant or the same or any part thereof is misutilized in any manner whatsoever, then the Contractor hereby agrees that the decision of the Company's Representative as to assessment of loss or damage to the Plant shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Plant at its own cost and/or shall pay the amount of loss to Company without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to Company against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of Company, THEN, the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

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

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

WITNESS

1. Signature .....

Signature.....

2. Name .....

Name .....



Designation .....

1. 2. Signature .....

3. Address .....

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

**Proforma-‘I’****UNDERTAKING****(Completeness of Plants)**

We hereby undertake to confirm that \_\_\_\_\_ (Plant as per Annexure enclosed) has been delivered and installed by us complete in all respect as specified in Schedule \_\_\_\_ attached with contract no. \_\_\_\_\_ dated \_\_\_\_\_.

We undertake to deliver and install any minor item which might not have been mentioned in the subject schedule but may be necessary for satisfactory operation of the plant.

**Signature of Authorised**

**Signatory with seal of the  
Company**

Place:-

Date:-