



## **Request for Proposal**

**For**

**UNDERGROUNDING OF EXISTING OVERHEAD  
ELECTRICITY SYSTEM FROM AMBEDKAR CHOWK TO  
PANPOSH CHOWK IN ROURKELA SMART CITY LIMITED  
(ABD AREA) UNDER SMART CITIES MISSION**

**on**

**Turnkey Mode**

**VOLUME-I**

October– 2023  
Rourkela Smart City Limited  
1<sup>st</sup> Floor, RMC City library Udit Nagar,  
Rourkela-769012

# Rourkela Smart City Limited.

## **NOTICE INVITING TENDER (NIT)** **(DOMESTIC COMPETITIVE e-BIDDING)**

**BID Id NO.: RSCL/3220/2023**

**Date.30/09/2023**

Rourkela Smart City Limited (RSCL), Rourkela, invites bids (in e- tendering mode only) under single stage two-envelop system from reputed EPC/Turnkey Contractors for Undergrounding of Existing Overhead Electricity System From Ambedkar Chowk to Panposh Chowk" by Rourkela Smart City on "Turnkey CONTRACT BASIS". Interested bidders are required to enrol themselves in the tender portal "www.tendersodisha.gov.in,". Complete set of bidding documents are available on "www.tendersodisha.gov.in, www.rmc.nic.in" portal from Dt. (07.10.2023) up to Dt. (30.10.2023) / (15:00) PM. Interested bidders may visit RMC web site "www.tendersodisha.gov.in," and Tender Portal "www.tendersodisha.gov.in," for further detail.

Note: Bidders are requested to regularly visit website of RMC i.e www.rmc.nic.in / Tender Portal only for amendment /errata /corrigendum (if any) and any other information regarding these tenders, as the same shall be published only on the RMC website www.rmc.nic.in /Tender Portal www.tendersodisha.gov.in.

Sd/-

**Chief Executive Officer**  
**Rourkela Smart City Limited**

email id- [rourkelascl@gmail.com](mailto:rourkelascl@gmail.com)

# ROURKELA SMART CITY LIMITED

1<sup>st</sup> Floor, RMC City library, Udit Nagar,  
Rourkela-769012

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# **VOLUME-I**

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**Rourkela Smart City Limited**  
**Rourkela**

**SECTION-I**  
**e-NOTICE INVITING TENDER (e-NIT)**  
**(DOMESTIC COMPETITIVE BIDDING)**

Rourkela Smart City Limited. (RSCL), Rourkela, invites bids (in e-tendering mode only) under single stage two-envelope system from reputed EPC/Turnkey contractors for Undergrounding of Existing Overhead Electricity System from Ambedkar Chowk to Panposh Chowk" by Rourkela Smart City on Turnkey Basis. by using UG Cable, at an Estimated Cost of the Package for Rs. 7.21 Crore in Rourkela district of Odisha on "Turnkey CONTRACT BASIS" as per the following details.

The bidder(s) can free view/download the tender documents (Volume –I) from RMC website "www.rmc.nic.in" / e-tender portal of RSCL "www.tendersodisha.gov.in.". However, the tender documents (Volume –II)".

1. The intending bidder(s) shall have to pay the non-refundable tender cost for the concerned package(s)/works (as mentioned in the following TABLE-A), through Offline Mode Demand Draft or Banker's Cheque in favor of Chief Executive officer Rourkela Smart or Smart City Grant fund "Rourkela Smart City Payable at Rourkela as per Govt. of Odisha Finance Department No. 32921 /F Dt.11.12.2020 or any amendment prior to schedule date & time for submission of bid.
2. The bidder(s) shall have to submit the non-refundable tender processing fees for the concerned package(s)/works (as mentioned in the following TABLE-A) through offline mode to RSCL through Offline Mode Demand Draft or Banker's Cheque in favor of Chief Executive officer Rourkela Smart or "Smart City Grant fund" Rourkela Smart City Payable at Rourkela as per Govt. of Odisha Finance Department No. 32921 /F Dt.11.12.2020 or any amendment prior to schedule date & time for submission of bid.
3. The bidder(s) shall have to furnish Bid Security (EMD) of Rs, 7.21 Lakhs (Rs. Seven Lakhs Twenty One thousand) only in form of Demand Draft/TDR or FDR duly pledged in favour of the Chief Executive Officer, Rourkela Smart City Limited and payable at Rourkela / Bank Guarantee Annexure-XVIII. The bidder(s) shall scan the Demand Draft towards Tender Cost, Proof of payment of Tender Processing fees against works and shall upload the same in the prescribed attachment in .gif or .jpg format in addition to submitting the original to the undersigned on or before the scheduled date and time for opening of Technical Bid.
4. The prospective bidder(s) are advised to register their user ID, Password, company ID with e-tender portal of RSCL "www.tendersodisha.gov.in/RSCL" by clicking on hyper link "Register Me".
5. Any clarifications on the project can be had from the undersigned during office hours prior to the pre-bid conference.
6. The interested bidder(s) may participate in the bidding process for the package/ works wise as per the ITB.

Sd/-

**Chief Executive Officer, RSCL**

**TABLE-A**  
**Tender Schedule for**  
**RSCL/3220/2023Dt.30/09/2023**

S.No.	Particulars	Remarks
1	Package(s)/ Works Name	Undergrounding of Existing Overhead Electricity System from Ambedkar Chowk to Panposh Chowk" by Rourkela Smart City on Turnkey Basis."
2	NIT NO.	NOTICE INVITING TENDER-NIT NO. RSCL/3220/2023 Dt.30/09/2023.
3	Tender Document No.	. RSCL/3220/2023 Dt.30/09/2023.
4	Place of Work	Rourkela
5	Project Completion Period	06 Months
6	A. Estimated Cost of the package/ Works.	₹ 7,20,61,902/-
7	Cost of Tender documents (IN INR)	₹ 11,800/-(10,000+ GST @18%) (Rupees Eleven thousand Eight hundred) Only to be paid through offline demand draft, Banker's Cheque in favour of "Smart City Grant Fund" Rourkela Smart City" Payable at Rourkela or "Chief Executive Officer Rourkela Smart City" Payable at Rourkela prior to schedule date & time for submission of bid)
8	Tender Processing fees.	₹ 11,800/-(10,000+ GST @18%) (Rupees Eleven thousand Eight hundred) Only to be paid through offline demand draft, Banker's Cheque in favour of "Smart City Grant Fund" Rourkela Smart City" Payable at Rourkela or "Chief Executive Officer Rourkela Smart City" Payable at Rourkela prior to schedule date & time for submission of bid)
9	Bid Security for the Package/Works (Earnest Money Deposit) in form of Demand Draft or Bank Guarantee	₹ 7.21 Lakhs (Rs. Seven Lakhs Twenty one thousand Only) furnished as per Annexure-XVIII)
10	Request for Online Bid Documents	07.10.2023 To 3:00 PM 30.10.2023
11	Issue of Online bid document	07.10.2023 To 3:00 PM 30.10.2023
12	Date, Time and Place for Pre-Bid Conference	13.10.2023 12:30 AM, in (Conference hall of 2 <sup>nd</sup> Floor , RMC City Library Udit Nagar, Rourkela)
13	Last date and time of submission of bids. (Part-I & Part-II)	30.10.2023 3:00 PM
14	Date and time of opening Technical bids(Part-I)	30 /10/2023 at < 4:00PM > onwards
15	Date and Time of Opening of Price Bids (Part – II)	Will be intimated later online to the responsive bidder(s) through the e-tender portal.

**Sd/-**  
**Chief Executive Officer, RSCL**

## SECTION-II

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### INSTRUCTION TO BIDDER(ITB)

## A. INTRODUCTION

### 1.0 GENERAL INFORMATION:

**1.1** The Chief Executive Officer, Rourkela Smart City Limited invites e-tenders for Undergrounding of Existing Overhead Electricity System from Ambedkar Chowk to Panposh Chowk" by Rourkela Smart City on "Turnkey CONTRACT BASIS" as per Scope of Works, Technical Requirements & Technical Specifications as specified in Volume-II. All bids shall be prepared and submitted in accordance with these instructions.

**1.2** The package(s)/works referred herein cover the entire scope of the Package/works which includes Engineering, Supply, Erection, Testing & Commissioning of equipment including the successful completion of Performance and Guarantee Tests as per Technical specification specified in Volume-II.

**1.3** The Project is being executed by RSCL.

**1.4** The Project is Smart City Mission Grant funded project.

**1.5** The package(s)/works shall be executed as per the norms, specification and standards prescribed by RSCL.

**2.0** BRIEF SCOPE OF PACKAGE(s) / Works: As per Para 2.2.

**2.1** PACKAGE(s)/Works NO.: NA.

**2.2** **Scope of Works:** Engineering, Supply, Erection, Testing and Commissioning of undergrounding of existing overhead electrical lines from Panposh Chowk to Ambedkar Chowk in Rourkela, at an Estimated Cost of the Project for Rs. 7.21 Crore in Rourkela Sundargarh district of Odisha on "Turnkey CONTRACT BASIS".

i	Supply and laying of HT and LT cables and associated cable laying and interconnection system (Cable Termination of HT & LT Panel).
ii	laying of HT and LT cables and associated cable laying and interconnection system (Already Supplied at Site).
iii	Supply, Installation, Testing and Commissioning of HT Panel, MFP, SFP, VTPN DB and Junction Box etc.
iv	installation, Testing and Commissioning of HT Panel, MFP, SFP, VTPN DB and Junction Box etc. of supplied Panels (Already Supplied at Site)
v	Earthing System and other accessories"
vi	All mounting, foundation, supports and hardware accessories for the electrical equipment/ system installations of HT & LT Panel.
vii	Visit of HT & LT Panel Vendor for Supplied Panels at site
viii	Dismantling of existing poles with associated accessories and storage at WESCO store
ix	Removal, destoring and removal of existing 3ph LT line and storage at WESCO store
x	Supply and laying of DWC HDPE pipes from Main Laid DWC HDPE Pipe to Consumer for connection
xi	Miscellaneous statutory equipment as per requirement
xii	All civil works associated with equipment/system electrical installations like embedment, chipping, punching, making holes, openings in walls, pipe sleeves, fire/ waterproof sealing, concealed conduiting etc.



xiii	Take necessary statutory approvals for the electrical systems installed. The bidder shall take necessary steps for getting new connection from DISCO
xiv	Time is the essence of the contract. All the work as indicated in the Price Schedule shall be in the PERT Chart for approval by the authority at the beginning of contract. Satisfactory conclusion of the Contract.

**Note:**

- i.** The aforesaid scope of work is only indicative.
- ii.** The detailed scope of package(s) / works is given in Volume-II.
- iii.** The detailed BOQ (Bill of Quantity) is given in the Price schedule.

\*\*\* Important Instruction: Bidder should visit the site before participating in the tender.

**2.3** The scope of work is not limited to the respective bidding proposal (Price Schedule) submitted by the bidder. Any work which is not included in the Price Schedule, but specified in the Technical Specification (Volume-II), is deemed to be included in the Scope of Works without any financial implication to the RSCL. However, if the same is not specified either in the Technical Specification and Price Schedule, it shall be executed by the Contractor for completion of package(s)/works. The price of such works shall be decided mutually between the Contractor and RSCL.

**2.4** In case there is any discrepancy in the item description between the BOQ of the Price Schedule and the Technical Specification, the Technical specification shall prevail and the Bidder(s) should quote accordingly.

**2.5** If the Unit of Measurement in the BOQ as per the Price Schedule is given in lot(s) or set(s) or lump-sum basis, the Unit(s) of parts constituting the lot(s) or set(s) or lump-sum should be quoted based on the technical specification

**3.0 ONLINE e-TENDERING SCHEDULE:**

**3.1** The schedule for on line request, issue of bid document, date and time of submission of bid, date and time of opening of Technical bid is as per Table-A in the e-NIT.

**3.2** Date and Time of opening of Price Bids (Part-II) shall be informed to all the eligible bidders at a later date through the e-Tender Portal of RSCL.

**3.3** Bidders are requested to visit the proposed Works Sites and get familiarized fully with the site conditions & requirements before submitting the bid, preferably before pre-bid conference at their own cost.

**4.0 QUALIFYING REQUIREMENTS (QRs) OF BIDDER(S):**

**4.1 Technical Qualification:**

This bid is open to any EPC/Turnkey Contractor domicile in India independently or in Joint Venture/Consortium, who meets the following Technical qualifying requirement;

**4.1.1 Substation Work; (NA)**

**4.1.2 Transmission Line Works:**

**4.1.2.1- Deleted**

**4.1.2.2 Under Ground Cabling work**

he bidder as an EPC/ Manufacturer of Electrical Contractor must have successfully executed Design, Engineering, Supply, Erection, testing and Commissioning HT & LT Cable laying, HT & LT Side work,

Dismantling work on Turnkey Contract basis in India. and the same should have been completed during last 07 (Seven) years.

# If a bidder has executed any work in the capacity of Joint Venture/ Consortium partner, his experience shall be considered to the extent of scope of work defined under the Joint Venture/ Consortium Agreement. In case the scope of work of the respective partner of the Joint Venture/ Consortium is not defined, the work experience of the Lead Partner and Other Partner shall be considered as 50% and 25% respectively of the scope of work awarded to them

**4.1.2.1 Qualification Requirement for cable system (cable) manufacturer(s): NA**

**4.1.2.2: OTHER GENERAL CRITERIA:**

(1) **CPBG:** A separate CPBG for 3% of the Estimated Project Cost (excluding GST) shall be submitted along with the initial CPBG, which will be valid for 60 (Sixty ) Months over and above the work completion period.

(2): NA

**4.1.3 Other Technical Qualification:**

**4.1.3.1** The bidder should be a HT/MV electrical contractor having a valid license from the competent licensing authority, anywhere in India, as on the date of submission of the tender. In case of Joint Venture/ Consortium, the Lead Partner should have such license.

**4.1.3.2** The Bidder must upload copies of the relevant Work Orders along with Handing Over and Taking over Certificate or Client certified copies of Completion Certificate in proof of successful execution of Works and Performance Certificates duly signed by the competent authority of the Principal employer in proof of successful operation of the above quantum of works. The works experience schedule shall be as per proforma given here under.

**Table: Tech-1**  
**Work Experience Schedule**

Work Order Ref.				Lines Installed, Erected & Commissioned through UG cable		
Sl.No	Fy	Name of the Client	Work Order Ref (No. & Date)	Qty ( No. of SubStations/ Kms of Lines) Installed/ Erected through UG cable	Date of Completion of Commissioning	Documents provided in proof of having completed the works and/or of successful operation as the case may be. (As Attachment)

- Note:** 1. The Tech-I (Work Experience Schedule) of Technical bid hosted in the Tender portal and the same shall be keyed in by the bidder(s).  
2. Supporting documents in favour of the above-mentioned requirement shall have to be submitted/ uploaded by the Bidder as an attachment to the e-tender folder (Attach 3.pdf).  
3. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

#### **4.2 Bidder's Performance Qualification:**

- 4.2.1** The bidders who have earlier failed to execute even a single work order of the RSCL/ RMC/RDA/Govt. Of Odisha /Govt. funded Project during last three financial years (and the current financial year) or who stand currently debarred / blacklisted by RSCL /RMC/RDA/ Govt. Of Odisha/any other Distribution / Transmission / Generation Utility in India shall not be eligible to participate in this tender. This is also applicable to Joint Venture (Joint Venture/Consortium) bidder. If any one of the Joint Venture partner suffers from any of the above disqualification, the bids submitted by the Joint Venture/Consortium shall be rejected.
- 4.2.2** The bidder should not have any pending litigation with RSCL with regard to any project or related activity. The bidder should certify/ declare the same in unequivocal terms by way of an affidavit duly sworn before a Magistrate/ Notary. Bid furnished by the bidder shall not be eligible for consideration if it is not accompanied by the Affidavit. Further, the Bid/LOA/LOI shall be liable for outright rejection/ cancellation at any stage if any information contrary to the affidavit is detected.
- 4.2.3** The bidder shall also disclose if he was black listed by any utility in the past and the blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order (This is for information of RSCL). Detection of the bidder's non-disclosure of these facts at any stage will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.
- 4.2.4** The bidder must not been declared Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016. In such case the bid shall also be rejected. In this respect one undertaking from the bidder that they are not declared as Insolvent or referred to NCLT under IBC shall be submitted along with the bid. Nondisclosure of this fact by the bidder will lead to rejection of the bid or termination of the contract with forfeiture of EMD/CPBG.

**Note:**

1. The intending bidder shall furnish/upload the undertaking to this effect in the prescribed format enclosed to the e-tender.
2. Failure to furnish/upload any or all information as required as a part of Bid document in all respect will be at the Bidder's risk and may result in rejection of the Bid.

**4.3. BIDDER'S FINANCIAL QUALIFICATION:****4.3.1 MINIMUM AVERAGE ANNUAL TURNOVER:**

The Minimum Average Annual Turnover (MAAT) requirement of the bidder (The Average of Best Three Financial Years out of the Last Five Financial Years preceding to the year of NIT) as indicated in the following Table-Fin-1 shall not be less than **Rs. 21.63 Crore (Rs. Twenty one Cr. sixty three Lakhs Only)**. In case the Bidder is in existence for less than three financial years, the average annual turnover shall be sum of turnover in the completed no of financial years divided by three for the purpose of meeting the above criteria. Turnover of the bidding company on standalone basis only (excluding its associate companies on Standalone Basis) shall be considered for arriving at Annual Turnover. While calculating the turnover, only project related turnover shall be taken into consideration.

**Note:**

- i. MAAT is applicable independently for each package/works irrespective of the no. of packages/works in which bidder has participated.
- ii. In case of bidder participated through Joint Venture/ Consortium, the MAAT shall be considered together.

**Table -Fin-1****MAAT Schedule****(Name of Bidder or Joint Venture/Consortium Partner)**

<b>Sl. No</b>	<b>Financial Year</b>	<b>Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)</b>	<b>Best Three Years Project Related Annual Turnover (excluding associate companies on Standalone Basis) of the Bidder (in INR Crores)</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			
<b>Total of best 3FY Project related Annual Turnover</b>			
<b>B. = (A/3) Average of project related Annual Turnover for best 3FY</b>			

**Note:**

1. The bidder has to furnish the certificate from the Chartered Accountant (CA) certifying with UDIN the Project related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) based on audited accounts of the last Five Financial Years with UDIN. In case the bidder has executed

any project in Joint Venture/ Consortium, the project related turnover certified the Chartered Accountant (CA) should reflect his share of the project related turnover only with UDIN.

2. In case of Joint Venture/Consortium above (Fin-1) of the Bidder(s) shall be furnished independently by each partner duly certified by Chartered Accountant (CA) with UDIN. However, project related Turnover (excluding Associate Companies on Standalone Basis) for other partner of the Joint Venture/ Consortium not necessarily required.

**4.3.2 LIQUID ASSETS AND ACCESS TO CREDIT FACILITY:** Bidder shall be financially sound and stable. The liquid assets (Cash at Bank & Fixed Deposit) and Un-Utilised credit facility(both Fund & Non Fund based) available from bank(s) duly certified by the Bank(s) - (Annexure-VII) within one Month prior to the date of Tender opening, as indicated in the following format should not be less **than Rs. 1.08 Crore [15% (Fifteen Percent) of estimated cost of the package(s)/works]**. For this purpose the liquid Assets and Un Utilized Credit facilities of Partners of Joint Venture/Consortium shall be considered together.

Note: Liquid Assets and Credit facilities (Un-Utilized) are applicable independently for each package irrespective of the no. of packages in which bidder has participated.

**Table-Fin – 2**  
(Name of Bidder or Joint Venture/Consortium Partner)

**Liquid Assets and Un-Utilised Credit Facility Schedule**

Package/ Work Quoted for	Estimated Cost of the Package/ Work (Rs. in Lakh)	Liquid Assets as on .....		Un-Utilised Credit Facility as on ....	
		Description	(Rs. in Cr)	Description	(Rs. in Cr)
		Cash in Hand		Cash Credit	
		Cash at Bank		LC and BG	
		Fixed Deposits		Others (Pl Specify)	
		Total Liquid Assets		Total UnUtilised Credit Facility	

Grand Total: Total Liquid Assets + Total Un-Utilised Credit Facility.

Note: (i) The above Table – FIN-2 of the Bidder(s) to be certified by Chartered Accountant (CA) along with UDIN. In case of Joint Venture/Consortium above (Fin-2) shall be furnished independently by each partner duly certified by Chartered Accountant (CA) along with UDIN.

(ii) The date of position of Liquid Assets and Un-Utilised Credit Facility Schedule Certified by Bank and CA should be same.

**4.3.3 NET WORTH:** Net worth of bidder as per the audited financial results shall be positive on the last day of the preceding financial year.

Net Worth means the sum total of the paid-up share capital and free reserves (excluding reserves created out of the revaluation of assets, write back of depreciation provisions and amalgamation & Capital Reserve) net of P&L A/C (Dr. balance) and miscellaneous expenses to the extent not adjusted or written off.

**Table: Fin-3**  
(Name of Bidder or Joint Venture/Consortium Partner)  
Net Worth Schedule as on Dt.....

Sl. No.	Particulars	Amount (In Rs. Crore)
01	Paid-up share capital	
02	Free Reserves excluding the reserves created out of the following. Revaluation of assets. Write Back of depreciation Provisions. Amalgamation. Capital Reserve	
03	Less, P&L A/C (Dr. balance)	
04	Less, Miscellaneous expenses to the extent not written off.	
05	Total: (5=1+2-3-4)	

Note:

1. The above (Table Fin – 3) of the Bidder(s) to be certified by Chartered Accountant (CA) along with UDIN.
2. In case of Joint Venture/Consortium above (Fin-3) of the Bidder(s) shall be furnished independently by each partners duly certified by Chartered Accountant (CA) along with UDIN.

4.3.4 In case of a bid submitted by a Joint Venture/Consortium, all the partners together shall be required to meet the MAAT, liquid assets and access to credit facility. In respect of Net Worth criteria, both the partners of Joint Venture/Consortium shall have positive Net Worth.

#### 4.4 BID CAPACITY QUALIFICATION:

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

**Assessed Available Bid capacity = (A\*N\*2 – B)**

Where:

A = Maximum value of civil engineering works in respect of Turnkey Projects executed in any one year during the last Five years (updated to the price level of the year as indicated in clause 4.6) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which bids are invited.

B = Value (updated to the price level of the year indicated in Clause-4.4 A-II of section-I, ITB) of existing commitments and on-going works to be completed during the next two. Years (period of completion of the works for which bids are invited).

**Note:** The statement showing the value of existing commitments and on-going works as well as the stipulated period completion remaining for each of the works listed should be countersigned by the Engineer in the charge, not below the rank of an Executive Engineer or equivalent.

**Table (FIN-4)**  
(Name of Bidder or Joint Venture/Consortium Partner)  
**Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over)**

Sl. No	Financial Year	For Single entity	For Joint Venture/ Consortium		
		Highest Project Related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY ( In Rs. Cr.)	Highest Project Related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY of the Lead Partner ( In Rs. Cr.)	Highest Project Related Annual Turnover of the company only (excluding its Associated Companies on Standalone Basis) of any year during last 05 FY of the Other Partner ( In Rs. Cr.)	Total ( In Rs. Cr.)
<b>01</b>	FY .....				
<b>02</b>	FY .....				

**NOTE:**

The bidder has to furnish the Project Related highest Annual Turnover Certificate with UDIN from the Chartered Accountant (CA) based on Audited Account. In case the bidder has executed any project in Joint Venture/ Consortium, the project related turnover certified the Chartered Accountant (CA) should reflect his share of the project related turnover only. However, project related Turnover (excluding Associate Companies on Standalone Basis) for other partner of the Joint Venture/Consortium not necessarily required.

**Table- (FIN-5):**

(Name of Bidder or Joint Venture/Consortium Partner)

**Total Order Value of Ongoing Work Orders/LOAs placed by RSCL and Other Organisations**

Sl No	Name of Organisation	Description of work	Contract no & date	Total order Value of ongoing Works placed by RSCL & Other Organisations (in INR)
1				
2				
3				
			Total, i.e. 'B' =	

**NOTE:**

The bidder has to furnish the information in Fin No. 5 duly certified by the Chartered Accountant (CA) with UDIN based on LOAs/Works Orders/NOA excluding those which have been commissioned.

**4.5 JOINT VENTURE/CONSORTIUM QUALIFICATION:**

Bid submitted by a Joint Venture/Consortium Bidder shall have following qualifying requirement:

Sl. No.	Qualifying Requirements	Remarks
<b>01</b>	Status of Joint Venture/Consortium Partners	<input type="checkbox"/> <input type="checkbox"/> All Partners of Joint Venture/ Consortium shall be domiciled companies in India. <input type="checkbox"/> Lead partner of the Joint Venture / Consortium should be EPC/TURNKEY Electrical Contractors. <input type="checkbox"/> Both the partners of the Joint Venture/ Consortium together shall meet the Technical Qualification & financial qualification criteria mentioned above. <input type="checkbox"/> Such Joint Venture/ consortium shall be formed through Joint Venture/Consortium Agreement as per the format and manner specified in the annexure to this Tender Documents.
<b>02</b>	No. of Partner(s)	Maximum number of Partners in a Joint Venture/Consortium for a Package is limited to TWO (02) only including the lead partner.
<b>03</b>	Technical Qualification Criteria	<input type="checkbox"/> <input type="checkbox"/> Joint Venture/ Consortium Partners together should meet 100% of the Technical Qualification requirement (Line Works through UG cabling).



		<input type="checkbox"/> However, Lead Partner of the Joint Venture /Consortium shall meet at least 50% of the Technical qualifying requirement as mentioned in Clause No.: 4.1.2.2 (U.G. cabling work) above and Other partner shall meet at least 25% of the Technical qualifying requirement as mentioned in Cl. No. 4.1.2.2 (U.G. cabling work)
<b>04</b>	Financial Criteria	<input type="checkbox"/> <input type="checkbox"/> Joint Venture /Consortium Partners together should meet 100% of the financial qualifying requirement. <input type="checkbox"/> Lead Partner of the Joint Venture/Consortium shall meet at least 50% of the financial criteria and other partner shall meet at least 25% of the financial criteria as mentioned in Clause-4.3 & 4.4.
<b>05</b>	Contract Performance Bank Guarantee	Lead partner on behalf of Joint Venture/Consortium shall submit the CPBG of 3% of the Contract Price
<b>06</b>	Statutory Valid Documents	Partners of the Joint Venture/Consortium should submit the following documents in part-I bid as part of qualifying criteria. i. Valid Electrical (HT/MV) license issued by the Authority anywhere in India (for the Lead partner of Joint Venture/Consortium only). ii. PAN (for both the partners of Joint Venture/Consortium) iii. EPF registration. v. GST Registration Number. (for both the partners of Joint Venture/Consortium) vi. Board Resolution towards forming of Joint Venture/ Consortium and Power of Attorney to sign the tender document.  <b>Note:</b> Lead partner in Joint Venture/Consortium shall have to furnish, ESI and Labour license within 45 days of receipt of the order on behalf of both the partners.
<b>07</b>	Lead Partner of Joint Venture/Consortium	One of the partners fulfilling the Technical and financial qualifying criteria prescribed for lead partner shall be nominated as Lead Partner by the Joint Venture/Consortium and the lead partner shall be exclusively authorized to incur liabilities and receive instruction for and on behalf of Joint

		Venture/Consortium and its other partner. This authorization shall be evidenced by submitting power of attorney and Joint Venture/Consortium agreement signed by legally authorized signatories of the partners as per Proforma.
<b>08</b>	Liability of the Joint Venture/Consortium Partner(s)	All partners of the Joint Venture/Consortium shall be jointly and severally liable for the execution of the Contract.
<b>09</b>	Conflict of Interest	<p>A Partner of a Joint Venture/Consortium Bidder shall not have a conflict of interest with the other Partner of the Joint Venture/Consortium. A Joint Venture/Consortium Bidder may be considered to have a conflict of interest with other bidder in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a. A Partner of one Joint Venture/Consortium is also a Partner in another Joint Venture/Consortium participating in this bidding process, or</li> <li>b. Any Partner of the Joint Venture/Consortium bidder participates independently in this bidding process, or</li> <li>c. Joint Venture/Consortium Bidder and its Partners have the same legal representative for purpose of this bid, or</li> <li>d. The Joint Venture/Consortium Bidder has a relationship with another Joint Venture/Consortium , directly or through common third parties, that puts them in a position to have access to information about or influence on the bidding process of the RSCL, or</li> <li>e. The bidder or any of its affiliates or in the case of Joint Venture/Consortium, any of the Joint Venture/Consortium partner or their affiliates has participated as a consultant in the preparation of the design or technical specifications of the equipment and installation Services that are the subject of the bid. or</li> <li>f. A bidder or any of its affiliates has been hired (or is proposed to be hired) by the RSCL as Project Manager for the contract.</li> <li>g. In case of conflict of interest all the concerned bidders shall be disqualified &amp; their bids shall be summarily rejected.</li> </ul>

**Note:**

- a. The bidder should submit an agreement for Joint Venture/ Consortium duly notarized so as to be legally valid and binding on the partners / members.
- b. The agreement should contain precise demarcation of the responsibility of both the partners of the Joint Venture/ Consortium in respect of planning, design, supply, construction equipment, key personal, work execution and financing of the project duly indicating the percentage in financing / profit sharing of Joint Venture/ Consortium by each partner.
- c. This agreement shall be irrevocable and valid till successful completion of the contract.

#### **4.6 STATUTORY DOCUMENTS REQUIRED:**

Bidders shall have to upload the following valid statutory documents to meet the qualifying criteria.

- i. Electrical (HT/MV) Contractors license for Electrical Works from anywhere in India.
- ii. Certificate Of Incorporation
- iii. IT PAN
- iv. IT return for last 3 years.
- v. GST Registration Certificate
- vi. EPF Registration.

#### **Note:**

1. The Bidder shall have to furnish ESI and Labour license within 45 days of receipt of the LOA.
2. In case of Joint Venture/Consortium, both the partners shall submit the statutory documents mentioned above.

#### **4.7 OTHER MANDATORY REQUIREMENTS:**

In addition to the above qualifying criteria, following shall also be complied with for Technical eligibility.

4.7.1 The bidder shall fulfill the requirement of e-tendering process.

4.7.2 All bids must be accompanied by a Tender Cost, Bid Security and proof of deposit of Tender processing Fees Such as DD or Banker's Cheque strictly as per the tender requirement and the same shall be delivered to the RSCL on or before the schedule date & time of opening of the Technical Bid.

4.7.3 The bidder must ensure that the bids are received in the specified e-Tender Portal of RSCL of the RSCL by the date and time indicated in the Tender notice.

4.7.4 The above stated requirements are a minimum and RSCL reserves the right to request for any additional information and also reserve the right to reject the Proposal of any Bidder, if in the opinion of RSCL, the qualification data is incomplete or the Bidder is found not qualified to satisfactorily perform the Contract.

4.7.5 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.

4.7.6 The bidder must furnish Affidavit in the prescribed format to the effect that the documents and information furnished by them in its bid offer in respect of the said tender are true and correct.

#### **5.0 IMPORTANT INSTRUCTION TO BIDDERS:**

5.1 Interested bidders may visit “[www.tendersodisha.gov.in](http://www.tendersodisha.gov.in), for participating in the e-tender. For any clarification, they may ask for written clarification through e-Tender Portal of RSCL. **Email Id (rourkelascl@gmail.com)** .

5.2 A pre-bid conference shall be held as per the following programme. The interested bidders may raise the queries, if any, in writing for the respective works, 01 days prior to the pre-bid conference, which shall be clarified during the pre-bid conference along with other issues raised in the pre-bid conference. All the clarifications / amendments to the bidding document shall be uploaded in RSCL's website/e-Tender Portal of RSCL. Queries after the pre-bid conference will not be entertained.

Sl. No	Date and time of Pre-bid conference	Venue
01	As indicated in the e-NIT under Table-A	Conference hall of 2 <sup>nd</sup> Floor ,RMC Library Rourkela, RSCL, Rourkela

5.3 Bidders are requested to regularly visit RMC website / e-Tender Portal of RSCL only for amendment/errata/corrigendum (if any) and any other information regarding these tenders. Bidders, who are downloading the bid document from website, are requested to inform RSCL about their company details and address for communication.

5.4 If it is not possible to open the tender on the scheduled date and time due to any technical reason the said bid will be opened on a later date at the earliest. If the opening of the bid is re-scheduled the same shall be intimated to the participant bidder(s) through system generated e-mail.

#### **5.5 DOCUMENTS/SCHEDULES TO BE FURNISHED / UPLOADED / KEYED-IN:**

The Bidder shall furnish/upload, as the case may be, documents/ Schedules in support of the qualifying requirement along with the bid (Technical Bid-Part-I & Price Bid –Part-II):

##### **1. Technical Bid-Part-I:**

##### **(A) Hard Form of Documents (In Original):**

The following documents shall be furnished in original before the Tender Accepting Authority on or before the date and time of opening of the e-Tender.

- (i) DD towards Tender Cost, and Documentary proof of payment of Tender Processing Fees through e-payment mode.
- (ii) Power of Attorney /notarized copy for signing the bid document.
- (iii) Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/ Consortium (In case of Bids submitted through Joint Venture/Consortium).
- (iv) Original bank certificate towards Liquid Assets (Bank Balance & Fixed Deposit Balance) and Un-utilized Credit facilities.
- (v) Affidavits of Bidders in Original.

##### **(B) Soft Form of Documents (Scanned Copy to be uploaded in the e-Tender Portal of RSCL):**

Following are the Soft form of scanned documents in .PDF file to be uploaded on the Official e-Tender Portal of RSCL “[www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) ” as an attachment.

Sl. No	Description	Pdf file reference
1	Documentary proof of payment of Tender cost & Tender Processing Fees through e-payment mode.	Attach 1.pdf

2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium (In case of Bid from Joint Venture/ Consortium).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i. Work Orders/LOA (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above. iv. Valid HT/MV Electrical License of the EPC/ Turnkey Contractor available from anywhere in India. (In case of Joint Venture/Consortium Valid HT/MV license available from anywhere in India possesses by the Lead partner).	Attach 3.pdf
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 05(five) years. ii. MAAT Schedule (Fin-1) iii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iv. Net Worth Schedule (Fin-3) v. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4) vi. Total Order Value of RSCL work in Hand (if any) (Fin-5)	Attach 4.pdf
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate etc. vi. HT/MV License	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the.	Attach 6.pdf
7	Commercial Deviation Schedule to be submitted as per the prescribed format duly signed. (Annexure-XV)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-XIV)	Attach 8.pdf
9	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 9.pdf
10	Undertaking for piling foundation works as per the format (Annexure-XII)	Attach 10.pdf

<b>11</b>	Manufacturer (Vendor's) Authorization Form as per the format (Annexure-XI)	Attach 11.pdf
<b>12</b>	Self-Declaration Form as per the format (Annexure-XIII)	Attach 12.pdf
<b>13</b>	Fraud Prevention Declaration as per the format (Annexure-X)	Attach 13.pdf
<b>14</b>	Affidavit of Bidder (Annexure-XVIII)	Attach 14.pdf
<b>15</b>	Any Other relevant documents < As per requirement of the tender>	Attach 15.pdf
<b>16</b>	Schedule of EFT Form	Attach 16.pdf

**(C) Filling & KEY-IN of the Schedules (XLS) in the e-Tender Portal of RSCL :**

Following are the schedules infilled in and uploaded by the Bidder as per the RSCL format in the [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) portal.

Sl. No.	Particulars	Schedules in format
<b>1</b>	Bidders information	Schedule-I
<b>2</b>	Acceptance of Important Condition of the Contract	Schedule-II
<b>3</b>	Check List	Schedule-III
<b>4</b>	Table- Tech-I	Schedule-IV
<b>5</b>	Table- FIN No 1, 2, 3, 4 & 5	Schedule-V

**2. Price Bid –Part-II:**

Following are the price schedules in ., filled in and uploaded by the Bidder as per the RSCL format and to be uploaded on the official web-site of the RSCL: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).

<b>1</b>	Summary Price Proposal	

**Note:**

**In case Bidder is a Joint Venture/consortium, the above schedules and attachments shall be uploaded / keyed in by the Lead Partners and the price bid shall also be keyed in by the lead partner.**

**6.0 e-TENDERING PROCESS GUIDELINES:**

**6.1 e-Tendering information:**

6.1.1 Tender Forms can be downloaded from the e-Tendering Portal of RSCL, [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) after entering the details of payment towards Tender processing Fees as per the Tender Schedule.

6.1.2 Tenderers should have valid Class-III Digital Signature Certificate (DSC) obtained from any Certifying Authorities. In case of requirement of DSC, interested Bidders should go to “tender wizard.com/RSCL” and follow the procedure mentioned in the document 'Procedure for application of Digital Certificate'.

6.1.3 The prospective bidders are advised to register their user ID, Password, company ID with website “[www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) ” by clicking on hyper link “Register Me” for the use of Electronic Tendering.

6.1.4 For any assistance on the use of Electronic Tendering System, Help desk numbers of State Procurement Cell (SPC), Govt. of Odisha -1800 3456 765, 0674-2530998 (Available all working days between 10.00 AM and 5.00 PM)

6.1.5 Tenderers should install the 'Mandatory System Requirement' available on the Home Page of [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) under the section 'Mandatory System Requirement' and make the necessary Browser Settings provided under section 'Internet Explorer Settings'.

## **6.2 Enrolment of Bidder(s) on Electronic Tendering System:**

6.2.1 The Bidder interested in participating in the Tenders of RSCL using the Electronic Tendering System shall be required to enrol on the Electronic Tendering System to obtain User ID. After submission of application for enrolment on the System, the application information shall be verified by the Authorized Representative of the Service Provider. If the information is found to be complete, the enrolment submitted by the Bidder shall be approved.

## **7.0 PROCESSING OF TENDER:**

### **7.1 Short listing of Bidder(s) for Price Bid Opening:**

7.1.1 The Tendering Authority will first open the Technical Bid documents of all Bidder(s) and after scrutinizing these documents will shortlist the Bidder(s) who are eligible for Financial Bidding Process. The shortlisted Bidder(s) will be intimated by email.

### **7.2 Opening of the Price Bids:**

7.2.1 The Bidder(s) may remain present in the Office of the Tender Opening Authority at the time of opening of Price Bids. However, the results of the Price Bids of all Bidder(s) shall be available on the RSCL e-Tendering Portal immediately after the completion of opening process.

## **8.0 DISCLAIMER:**

8.1 This Document includes statements, schedules, forms under the category viz; Tender Notification, Bid Documents (Free view) and Bid Forms (In .XLS Formats) uploaded in the e-tendering portal of the RSCL, which reflect various assumptions, which may or may not be correct. In this respect the Bidder(s) shall submit Affidavit as per the Format enclosed. Each Bidder should conduct its own estimation and analysis and should check the accuracy, reliability and completeness of the information in this Document and obtain independent advice from appropriate sources in their own interest.

8.2 Neither RSCL nor its employees will have any liability whatsoever to any Bidder or any other person under the Cyber law or Law of contract, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage whatsoever which may arise from or be incurred or suffered in connection with anything contained in this Document, any matter deemed to form part of this Document, provision of Services and any other information supplied by or on behalf of RSCL or its employees, or otherwise arising in any way from the selection process for the contract provision of Services for the Project.

8.3 Though adequate care has been taken while uploading the Bid document in the e-tender portal of the RSCL, the Bidder should satisfy himself that documents are complete in all respects and duly up-loaded in the e-tendering portal of the RSCL. Intimation of any discrepancy/ doubt shall be addressed in the pre-bid conference only.

8.4 This document and the information contained herein are Strictly Confidential and are for use of only the person (s) for whom it is loaded/ is participating or intending to participate in the e-tendering process. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisors).

8.5 Detailed Time Table for the various activities to be performed in e-tendering process by the Bidder for quoting their offer is given in this Tender Document under "Tender Schedule", Bidder should carefully note down the cut-off dates for carrying out each e-tendering process / activity.

8.6 Every effort is being made to keep the e-Tender Portal of RSCL up to date and running smoothly 24 x 7 by the RSCL and the Service Provider. However RSCL takes no responsibility, and will not be liable for, the e-Tender Portal of RSCL being temporarily unavailable due to any technical issue at any point of time.

8.7 In that event RSCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of RSCL.

8.8 Bidders must follow the time table of e-tendering process and get their activities of e-tendering processes done well in advance so as to avoid any inconvenience due to unforeseen technical problem if any.

8.9 RSCL will not be responsible for any incomplete activity of e-tendering process of the Bidder due to technical error/ failure of e-Tender Portal of RSCL and it cannot be challenged by way of appeal, arbitration and in the Court of Law.

## **B. e-BIDDING DOCUMENTS:**

### **9.0 e-BIDDING DOCUMENTS:**

9.1 The Scope of works, bidding procedures and contract terms are prescribed in the e-Bidding Document.

The e-Bidding Document is a compilation of the following sections:

#### **1. Tender Notification :**

#### **2. Bid Documents (Free View) :**

##### **VOLUME-I :**

Section-I : NIT.

Section-II : ITB.

Section-III : GCC

Section-IV : BID PROPOSAL SHEET

Section-V : ANNEXURES

##### **VOLUME-II :**

**Section-I : SCOPE OF WORK, TECHNICAL SPECIFICATIONS.**

**Section-II : NA**

3.0 NA

Section -I : TECHNICAL SCHEDULES

Section -II: PRICE SCHEDULES

### **10.0 UNDERSTANDING OF e-BID DOCUMENT:**

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information or uploading of the bid in the e-Tender Portal of RSCL not in line with the e-Bid document/ e-tendering documents will render the bidder as substantially not responsive at the Bidder's risk and may result in the rejection of its bid.



## **C. PREPARATION OF BIDS:**

### **11.0 LANGUAGE OF BID:**

The bid prepared by the Bidder and all correspondences and documents relating to the e-bid, exchanged by the Bidder and RSCL, shall be written in the English language, provided that any printed literature furnished by the Bidder in any other language is acceptable so long as it is accompanied by its English translation. Failure to comply with this may disqualify a bid. For purposes of interpretation of the e-bid, the English translation shall govern.

### **12.0 LOCAL CONDITIONS/SITE VISIT:**

12.1 It will be imperative on each Bidder to fully inform himself of all local conditions/sites and factors, which may have any effect on the execution of the Contract covered under these documents and specifications. In this regard details of locations and Topography have been provided to the extent possible.

12.2 It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to RSCL, nor any change in the time schedule of the Contract arising thereof shall be permitted by RSCL, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

### **13.0 BID SECURITY:**

13.1 The Bidder shall furnish, as part of its bid, bid security as mentioned in the original e-tender notice.

13.2 The bid security is required to protect the RSCL against the risk of Bidder's conduct, which would warrant the guarantee forfeiture.

13.3 In case the bid is submitted by a Joint Venture/Consortium, the Bid Security shall be furnished by Lead Partner of the Joint Venture/Consortium.

### **14.0 PERIOD OF VALIDITY OF BIDS:**

14.1 Bids shall be kept valid for **180 (One Hundred Eighty) Days** from the date of opening of Bid Part-I as mentioned in the original tender notice. A bid valid for a shorter period will be considered as non-responsive.

14.2 In exceptional circumstances, RSCL may solicit the bidder's consent for extension of the period of validity. The request and the response thereto shall be made in writing (including FAX or email or tender portal). The bid security provided above shall also be extended by the same period as the extension in the validity of the bid. A bidder may refuse

the request without forfeiting his bid security against such request. In such case, the bidder shall be deemed to have withdrawn his bid.

### **15.0 BID PRICE:**

The contract shall be for the whole work as described in Sub-Clause 2.2, based on the Lump Sum Price Bid submitted by the Bidder **only in Online mode in Given format only.**

- 15.2** The bidder shall fill the total bid price as **Lump Sum Price** (both in figures and words) for all items of works as specified in the Bid document. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.
- 15.3** The prices tendered shall except in so far as it is otherwise, provided under the contract, include all constructional plant, labour, supervision, materials, erection maintenance, insurance, profit, taxes and duties & other levies together with all general risks, liabilities and obligations set out or implied in the contract.
- 15.4** The lump sum bid price quoted by the bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account

**(B) SUBSTATION: NA**

- 1) Power Transformers- on the basis of WPI of Transformers (under Head “Manufacture of Electrical Equipment” )
- 2) “Reinforced Cement Concrete”(RCC) & “Plain Cement Concrete”(PCC). on the basis of monthly WPI of All Commodities

**Computational procedure : NA**

- ☐ For computation of price variation, there has to be a base month and update period for which price

**16.0 PRICE BASIS AND PAYMENTS:**

16.1 The Bidder shall quote in their proposal total price for work covering entire scope of works as per the Technical Specifications and BOQ On Lump Sum. Bidders not quoting in the formats/schedules specified for the Price bid proposal shall be rejected.

16.2 -Deleted

16.3 The technical descriptions/specifications/drawings of items specified in the BOQ of Bidding Documents shall not be construed to limit the scope of work, the same shall be read in conjunction with other parameters mentioned in the Technical Specifications and elsewhere in the bid documents to cover the entire scope of work.

16.4 Bidder shall indicate bid prices in Indian Rupees only.

16.5 Bidder shall furnish the details of Bank account in the Schedule of EFT Form as an attachment to Bid Proposal Sheet (BPS) under attach.16pdf in order to facilitate RSCL to release payment electronically through Electronic fund Transfer system.

16.6 Statutory deductions (TAX, CESS etc.) as applicable shall be effected.

16.7 Payment for the Package/work shall be made as per the terms & Conditions of payment mentioned in the General Condition of Contract.

## **17.0 TAXES AND DUTIES:**

17.1 The GSTIN of RSCL is **21AAICR0813M1ZJ**, which should be mentioned by the successful bidder while issuing their Tax Invoice, additionally contractor shall mention HSN Code / SAC Code and rate of Taxes against all supplies of Goods or Services or both in it's Tax Invoice.

**17.2 Transaction between the Contractor and his Vendors:** GST and other Statutory Levies payable by the Bidders in respect of the transaction between the Bidder and their vendors in respect of goods & services procured by them shall be included in the bid price and no separate claim on this behalf including statutory variation if any, will be entertained by RSCL. However while quoting the basic price (taxable value) against the package/works, the bidder should adjust the benefit of Input Tax Credit (ITC) availed by them on inward supplies of goods or services or both, as the case may be for execution of the said package / works.

**17.3 Transaction between the Contractor and RSCL:** The basic price (taxable value) quoted item wise by the bidder in respect of the transaction between RSCL & the Bidder shall include all taxes & duties and charges payable by the bidder except for the GST. CGST plus OGST, or IGST, as the case may be, at applicable rate shall be quoted alongside the basic price (taxable value) for all the items. However while quoting the basic price (taxable value) against the package/works, benefit of Input Tax Credit (ITC) should be adjusted in the quoted price by the bidder.

17.4 As regards the Direct Taxes such as Income Tax etc. and other statutory payments and other corporate taxes, for which the contractor is liable, he shall be responsible for such payments to the concerned authorities.

17.5 The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by RSCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted under Income Tax Act, 1961 shall be deposited with the Income Tax Authorities. RSCL shall also deduct tax as applicable under GST Law from the payment made or credited to the supplier on the value of taxable supply, where the total value of such supply, under a contract, exceeds the specified limit (presently Two Lakh and Fifty Thousand Rupees) at the applicable rate. TDS certificates as applicable under various laws shall be issued by RSCL.

17.6 In case of any changes in the rate of GST after the submission of the bid, but before the evaluation of the price bid, the revised rate shall be considered for evaluation. Similarly, if the rate of GST changes after the evaluation of the bid and before the issue of LOA, the revised rate shall be considered for issue of LOA.

## **18. INSPECTION COST:**

18.1 Expenses in respect of RSCL's representative for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site.

□ The testing and inspection of the equipment/ materials at manufacturer works are in the scope of work of the Contractor/Supplier. Travel Expenses of RSCL Representative & Third Party Inspecting Agency (TPIA) shall be borne by the Contractor. However the Inspection Fees payable to TPIA will be borne by Contractor only .

☐ RSCL inspecting officer and Third Party Inspecting Agency (TPIA), on receipt of offer for inspection from the contractor/supplier, shall proceed to the manufacturer works to witness the Type/Acceptance/Routine test.

18.2 The travel expenses under the following heads, in respect of RSCL's representative and TPIA for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site, shall be borne by the contractor.

**a) Hotel Accommodation:**

I. Single room accommodation in up to 4 star hotel or equivalent for RSCL/TPIA inspecting officer, not below the rank of Assistant General Manager (Grade E-6),.

II. Single room accommodation in up to 3 star hotel or equivalent for RSCL/TPIA inspecting officer of the rank below Assistant General Manager(Grade E-6).

**N.B.:** It is the responsibility of the contractor to arrange the hotel accommodation matching with their inspection and testing schedule. In case of extended duration of inspection or non-availability of the return ticket, Contractor shall arrange for the extended stay of the inspecting officer in the Hotel accordingly. In case, there is no hotel with prescribed standard in and around the place of inspection, the contractor shall suggest alternative suitable arrangement at the time of offer for inspection, which is subjected to acceptability of RSCL inspecting officer.

**b) Journey of the Inspecting Officer:**

(i) To and fro travel expenditure from the Head Quarters of the inspecting officer to the place of inspection/testing shall be borne by the contractor as per the following.

☐ Journey from the Head Quarters to the nearest Airport by train (Ist/Ind A/C) or Taxi (A/C).

☐ Journey from destination Airport to the place of inspection/testing by train (Ist/Ind A/C) or Taxi (A/C).

☐ For train journey, inspecting officer, not below the rank of Assistant General Manager shall be provided with 1<sup>st</sup> class AC ticket and inspecting officer below the rank of Assistant General Manager shall be provided with 2<sup>nd</sup> class AC ticket.

(ii) Booking/cancellation of Air-ticket / Train-ticket is the responsibility of the contractor.

(iii) Moreover, if during the journey there is an unavoidable necessity for intermediate travel by road/waterway/sea-route, the contractor/supplier shall provide suitable conveyance to the inspecting officer for travel this stretch of journey or bear the cost towards this.

Any such possibilities shall be duly intimated to RSCL at the time of their offer for inspection.

**c) Local Conveyance:**

Local journey for the inspecting officer between Hotel and the place of the inspection/testing site, Air-conditioned four-wheeler vehicles in good condition shall be provided by the contractor.

**d) Other Important Information:**

(i) All the above expenses shall be deemed to be included in the bidder's quoted price for that supply item. Bidder shall not be eligible to raise any extra claim in this regard.

(ii) Deleted

(iii) In case of inspection and testing of some critical equipment/materials like Power Transformers, CT, PT, Breakers, S/S Automation Equipment and Cable, RSCL may depute more than one inspecting officer.

(iv) Contractor shall judiciously plan the inspection/testing schedule and place of inspection/testing, so that optimum number of inspection/testing and minimum time shall be required to cover all the equipment/materials of the relevant contract package.

(v) It shall be the responsibility of the Contractor to organize the above tour related matters of RSCL inspecting officer including the matters related to overseas inspection/testing, if any.

**(e) Providing vehicle to the field Engineers for proper supervision of site works:**

(i) For effective monitoring of the site works, the contractor shall submit monthly and weekly program of site work well in advance in prescribed format to RSCL site engineer.

(ii) In case of transmission line work, the contractor shall clearly indicate the location no. in the program.

**19.0 ASSOCIATED BIDDING COST:**

The Bidder shall also bear all costs and expenses associated with preparation and submission of its bid including pre and post-bid discussions, technical and other presentations etc., and RSCL will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the e-bidding process.

**20.0 INSURANCE:**

The Bidder's insurance liabilities pertaining to the scope of works are detailed out in clauses titled 'Insurance' in General Terms and Conditions of Contract of this Vol.I Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract

**D. SUBMISSION OF e-BIDS:**

**21.0 MODE OF SUBMISSION OF e-BID**

21.1 The bidder shall submit the bid in Electronic Mode only i.e. in [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) portal, package/works wise as given under e-NIT (Table-A). The bidder must ensure that the bids are received in the specified tender portal of RSCL by the date and time indicated in the Tender notice.

21.2 Bids submitted by telex/telegram will not be accepted.

21.3 The RSCL reserves the right to reject any bid, which is not submitted in electronic mode and according to the instruction, stipulated above.

**22.0 DEADLINE FOR SUBMISSION OF e-BIDS:**

22.1 Soft copy of the bid shall be uploaded through the portal [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) on or before the submission time and date as stipulated in the bidding document. Tender cost, Evidence of deposit of Tender Processing Fees, Bid Security (Earnest Money Deposit), Power of Attorney, Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium Agreement (in case bid from Joint Venture/Consortium) and Affidavits must be delivered at RSCL's address specified under ITB not later than the time and date stated in the opening of bids.

22.2 The RSCL may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents in accordance with ITB & for the reasons specified therein at any time prior to the time and date of submission of bid, in which case all rights and obligations of RSCL and bidders will thereafter be subject to the deadline as extended.

### **23.0 LATE BIDS:**

23.1 Soft part of the bid will not be uploaded on the portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode. In such case, even if the bidder has submitted the specific documents in hard copy in original (viz., Tender Cost, Tender Processing Fees & Bid Security,) within the stipulated deadline, its bid shall be considered as late bid. The hard copy submitted [specific documents (viz., Tender Cost, proof of deposit of Tender Processing Fees & Bid Security)] shall be returned unopened to the bidder.

23.2 Hard copy of the bid security (EMD), Tender Cost and proof towards deposit of Tender Processing Fees of the bid received by RSCL after the deadline for submission of bid prescribed by RSCL pursuant to ITB will be considered as late bid even if the bidder has uploaded the bid within the stipulated deadline. In such a case, the bid shall be rejected and shall not be considered at all any further. The late document (Tender Cost, proof of deposit of Tender Processing Fees & Bid Security) received shall be returned unopened to the bidder.

### **24.0 MODIFICATION AND WITHDRAWAL OF E-BIDS:**

24.1 Bidder may modify or withdraw its bids through the relevant provisions on the e-tender portal of RSCL “[www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)” up to due date and time of submission of bid indicated in tender notification.

24.2 The Bidder’s modifications shall be done and submitted as follows:

- (i) Modified Electronic form of the bid as per the provision of portal therein.
- (ii) Soft copy of the entire bid if any modification is there.

24.3 Bidder may withdraw its bid through the relevant provisions of portal only.

24.4 No bid shall be modified/ withdrawn subsequent to the dead line for submission of bids.

24.5 Withdrawal/modification of submitted bid before the expiry of bid validity shall result forfeiture of Bidder’s bid security, pursuant to ITB.

## **E. BID OPENING AND EVALUATION:**

### **25.0 CLARIFICATION OF BIDS:**

25.1 Prior to detailed Technical bid evaluation, RSCL may, at its discretion, ask the Bidder(s) for a clarification of its bid. In case of erroneous/non submission of documents related to Technical qualifying requirement, RSCL may give the Bidder(s) not more than 07 working days notice to rectify/furnish such documents, failing which the bid shall be considered as non-responsive. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

25.2 Technical discussion with Bidder(s) shall be arranged, if needed. Bidder shall depute his authorized representative(s) for attending the discussion. The representative(s) attending the discussion shall produce authorization letter from his organization to attend the discussion and sign the minutes of meeting on behalf of the organization. The authorized representative must be competent and empowered to settle all technical and commercial issues without any price implication to RSCL.

## **26.0 EVALUATION OF TECHNICAL & PRICE BID:**

### **26.1 Evaluation of Technical Part of Bid:**

The bids shall be independently evaluated package/works wise. Prior to detailed Bid evaluation, RSCL will determine the substantial responsiveness of each Bid with respect to the Qualifying Requirement, Bid Capacity & other Bid Document requirements based on attachments uploaded (in .pdf formats) and Keyed in Schedules (in .XLS formats) contained in the official e-tender portal of RSCL and any other documents required to be furnished as per the clarifications sought for by RSCL. A substantially responsive Bid is one, which conforms to the terms, condition and specification of the Bid Documents including e-tendering provisions without material deviation. A material deviation is one which affects or is likely to affect in a substantial way the scope of work, quality or performance of the works, or which limits in any substantial way, inconsistent with the Bidding Documents and formats/schedules mentioned in e-tendering provision, RSCL's rights or the Bidders' obligations as envisaged in the Bidding Documents and would affect unfairly the competitive position of other Bidders presenting substantially responsive Bids. Further examination of only such Bids as are determined to be substantially responsive shall be taken

up, unless otherwise determined by RSCL. RSCL may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver, does not prejudice or affect the relative ranking of any Bidder.

26.2 The complete scope of supplies and work/services has been defined in the Bidding Documents. Only those Bidders who take complete responsibility and who Bid for the complete scope of supplies and work/services as contained in the Bidding Document shall be considered for further evaluation.

26.3 A bidder may be Technically eligible for any of the package(s)/ works based on the Qualifying Requirement mentioned above except Bid Capacity Qualification.

26.4 Thereafter, the price bid of the eligible bidder(s) shall be opened based on the available bid capacity.

**26.5 Opening of Price Part of Bid:** Price Bid of those Bidders, whose Bids are considered Technically responsive and meeting the available Bid Capacity Qualification before the Opening of Financial Bid (Table-A). <Deviation to this order of opening shall be with the approval of the competent authority.>

**26.6 Evaluation of Price Bid:** The Bid Price quoted under the different component of the Price Schedule i.e. (i) Supply, (ii) Erection & Commissioning and (iii) Civil Works as quoted by bidder in Lump Sum manner (Given in BOQ) BIDs will be evaluated for the Project on the basis of the lowest cost required by a Bidder for implementing the Project (the "**BID Price**"), which is exclusive of Goods and Services Tax (GST). The total time allowed for completion of construction under the Agreement (the "**Construction Period**") and the period during which the Contractor shall be liable for maintenance and rectification of any defect or deficiency in the Project after completion of the Construction Period (the "**Defect Liability Period**") shall be pre-determined, and are specified in the draft Agreement forming part of the Bidding Documents.

In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is quoting the lowest BID price.

#### **26.6.1 Arithmetical Correction:**

i. The price of all such items(s) against which bidder has not quoted rates/amount (viz. items left blank or against which "nil"/ "-" / "0" is indicated) in the schedule will be deemed to have been quoted free of cost or included in other item(s) and covered in the total quoted bid price.

ii. (a) The Bidder should ensure that the unit prices for the same item furnished in various price schedules are consistent with each other. In case of any inconsistency in the Unit prices furnished in the price proposal of the bidder, the same shall be identified by RSCL and RSCL shall consider the highest unit price of the bidder for the purpose of evaluation. However, the contract shall be awarded at the lowest unit price of the bidder. The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the respective price schedule.

(b) If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender, the tendered quantity will prevail.

26.6.2 To arrive at the total evaluated prices following methodology shall be applied.

i. Price evaluation shall be made considering the Bill of Quantity (BOQ) specified in the Tender Document. In case of any deviation to the BOQ by the bidder, the BOQ specified in the Tender document shall be final and binding on the bidder.

ii. For the purpose of evaluation, loss capitalization of the Transformer shall not be considered.

26.6.3 Prices received in the price bid sheet (.XLS Format) shall be final and binding on the Contractor.

26.6.4 The Lowest total evaluated prices of all the Bidders, Package/Works wise, shall be compared to determine the lowest evaluated price.

26.6.5 In case tie in financial bid between two or more bidder the tender accepting authority will finalize the tender thorough a transparent lottery system where all bidders / their authorized representatives, the concerned CEO and CFO will remain present.

## **27.0 CONFIDENTIALITY OF BID EVALUATION PROCESS:**

Information related to the examination, clarification, evaluation and comparison of bids and recommendations for award of contract shall not be disclosed to Bidder or other person not officially concerned with such process. Any effort by Bidder to influence RSCL's processing of bidding or award decisions may result in rejection of such Bidder's Bid.

## **28.0 CONTACTING THE RSCL:**

While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, RSCL, and/or his employees / representatives on matters related to the bids under consideration. RSCL, if necessary, will obtain clarifications on the bids by requesting for such information from any or all the Bidders, in writing. Bidders will not be permitted to change the substance of the bids after the bids have been opened.



## **F. AWARD OF CONTRACT:**

### **29.0 AWARD CRITERIA:**

29.1 RSCL will award the contract package/works wise to the successful bidder, whose bid has been determined to be the lowest evaluated total price excluding CGST plus OGST or IGST as the case may be or on least cost basis to RSCL as the case may be among the substantially responsive bidders provided that the total evaluated price is reasonable and the Bidder is continues to be qualified to perform the contract satisfactorily.

29.2 In an event the selected bidder backs out after the award of the Contract, the work may be awarded to the bidder in ascending order of their evaluated prices subject to matching the evaluated total price of the selected bidder.

### **30.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

RSCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for RSCL action. RSCL also reserves the right to accept a Bid other than the lowest and to accept any Bid in whole or part, to annul the bidding process with or without notice or reasons. Such decisions by RSCL shall bear no liability whatsoever consequent upon such decision.

### **31.0 LETTER OF AWARD:**

31.1 Prior to the expiry of the period of bid validity and extended validity period, if any, RSCL will notify the successful Bidder in writing through Letter of Award, that their bid has been accepted.

31.2 The Letter of Award shall form part of the Contract. Within 07 days of receipt of the Letter of Award, the successful Bidder shall sign and stamp the same and return it to RSCL as a token of acknowledgement of the receipt of the LOA.

### **32.0 SIGNING OF CONTRACT:**

32.1 The Contractor will prepare the Contract Agreement as per the proforma enclosed to this Volume-I and the same will be signed within **10 (ten )** days of issue of Letter of Award.

32.2 The Contractor will submit the Contract Performance Bank Guarantee as per LOA before signing the contract agreement.

### **33.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

33.1 The successful Bidder, to whom Letter of Award is issued shall be required to furnish a Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this document) in non-judicial stamp paper of appropriate value (as per the prescribed format) issued in favour of “Rourkela Smart City Ltd **Rourkela Smart City Ltd** ” en-cashable at Rourkela Branch of the Issuing Bank only within 30 (Thirty) days from the date LOA.

33.2 (a) The Contract Performance Bank Guarantee (CPBG) amount shall be equal to Three percent (3 %) of the Contract Price ( excluding GST) Undergrounding of Existing Overhead Electricity System

from Ambedkar Chowk to Panposh Chowk" by Rourkela Smart City on Turnkey Basis (**excluding GST**). Initially, the CPBG shall be valid for 3 (Three) Months over and above the work completion period plus Guarantee and Defect Liability Period i.e. 5 years from the date of issuance of Completion certificate by Competent authority. .

**(b) Deleted**

33.3 If the work completion period gets extended the Contract Performance Bank Guarantee shall be extended accordingly. In case the contract price gets revised, the successful bidder shall submit the amended Bank Guarantee to that effect.

33.4 In case of Joint Venture/ Consortium the Contract Performance Bank Guarantee shall be Three percent (3 %) of the Contract Price which shall be submitted by the Lead Partner on behalf of the Joint Venture/Consortium.

33.5 The above CPBG shall be submitted (Original and two nos. of copies) to RSCL for acceptance. However, on scrutiny if any deficiency is observed to the said CPBG, the contractor shall be intimated about such deficiency to resubmit the fresh CPBG and /or amended CPBG in lieu of the Original BG. However, the fresh/amended CPBG shall be submitted within the time schedule prior to the signing of the contract agreement. Despite above, if the CPBG is not submitted or it is still not acceptable to RSCL, contract shall become void and necessary action as per the contract shall follow.

33.6 The aforesaid CPBG shall be returned to the Contractor after successful completion of the guaranteed obligations under the contract.

**END OF SECTION – II**

**VOLUME-I**  
**SECTION-III**  
**GENERAL CONDITIONS OF CONTRACT**

# SECTION-III

## GENERAL CONDITIONS OF CONTRACT (GCC)

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**SECTION-III**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**  
**A. INTRODUCTION:**

**1.0 GENERAL INFORMATION:**

1.1 “Rourkela Smart City Limited (RSCL)”, A SPV of Government of Odisha and Government of India, incorporated under the Companies Act, 2013, having its Office at RMC City Library Udit Nagar Rourkela– 769012 (hereinafter called RSCL) intends to enter into a contract with the contractor to be named in the letter of award (LOA) and in the contract to be signed.

1.2 The scope of work shall be as per the scope of work and specifications in Volume-II.

1.3 Unless otherwise provided in the Contract agreement, these General Conditions of Contracts shall govern the execution of this Contract.

**2.0 DEFINITION OF TERMS:**

2.1 The ‘**Contract**’ means the Contract agreement entered into between RSCL and the Contractor as per the Agreement signed by the parties, including all attachments and appendices thereto and all documents listed and enclosed with the agreement.

2.2 ‘**RSCL/OWNER**’ shall mean the Rourkela Smart City Limited, Rourkela and shall include its legal representatives, successors and assigns.

2.3 ‘**Contractor**’ shall mean the Bidder whose bid to perform the contract has been accepted by RSCL for the award of the Works defined in the scope of works (Volume-II) and shall include such successful Bidder’s legal representatives, successors and permitted assigns.

2.4 ‘**Engineer-In-Charge**’ shall mean the officer(s) of RSCL, appointed in writing by RSCL to act as Engineer-In-Charge for the Package(s)/Works from time to time for the purpose of the Contract.

2.5 ‘**Bidder**’ shall mean a company (registered under the Companies Act, 1956/ 2013) who has submitted the bid against the NIT by giving requisite fees independently or in the form of Joint Venture/ Consortium.

2.6 ‘**Joint Venture/Consortium**’ shall mean an association of two companies termed as partners (Lead Partner and other partner) formed by way of a written agreement in a non-judicial stamp paper with sole objective of participating in the bid by pooling their respective resources for successful execution of the contract defining their respective role in the contract , if they are found to be successful bidder having joint and several responsibility.

2.7 The terms ‘**Equipment**’, ‘**Spares**’ and ‘**Materials**’ shall mean and include equipment, spares and materials to be provided by the Contractor and its Vendor, if any, under the Contract. This shall also include RSCL’s Supplied Materials (OSM), if any.

2.8 ‘**Package/ Works**’ shall mean and include the procurement of Goods & Services (Equipment/Spares/Materials, Labour, Services and Civil works), as per the Specifications and complete drawing & design covering supply, inspection, Erection, Installation & commissioning, testing and

putting into satisfactory operation including all transportation, handling, unloading and storage at the Project Site as defined in the Contract for which estimates have been prepared either package wise or Works wise, as the case may be.

2.9 **‘Technical Specifications’** shall mean the Specifications as specified in the Bidding Document (Volume – II) forming a part of the Contract and such other schedules and drawings as may be mutually agreed upon.

2.10 **‘Site’** shall mean and include the land and other places on, into or through which the works and the related facilities are to be erected or installed and any adjacent land, paths, street or reservoir which may be allocated or used by RSCL or Contractor in the performance of the Contract.

2.11 The term **‘Contract Price’** shall mean the total price for the entire scope of works excluding of applicable CGST plus OGST or IGST as the case may be, covering all the components i.e. Supply of Material/Equipment/Spares, Erection and Commissioning and Civil Works quoted by the Contractor in his bid with additions and / or deletions as may be agreed and incorporated in the Letter of Award and subsequent amendments thereto.

2.12 **‘Inspector’** shall mean RSCL or any person nominated by RSCL from time to time, to inspect the equipment or works under the Contract of RSCL and / or the duly authorized representative.

2.13 **‘Letter of Award’** shall mean the letter issued by RSCL intimating the Contractor that his bid has been accepted.

2.14 **‘Month’** shall mean the calendar month. ‘Day’ or ‘Days’ unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each.

2.15 A **‘Week’** shall mean continuous period of seven (7) days.

2.16 **‘Writing’** shall include any manuscript, type written or printed statement, under or over signature and / or seal as the case may be.

2.17 When the words ‘Approved’, ‘Subject to Approval’, ‘Satisfactory’, ‘Equal to’, ‘Proper’, ‘Requested’, ‘As Directed’, ‘Where Directed’, ‘When Directed’, ‘Determined by’, ‘Accepted’, ‘Permitted’, or words and phrases of like importance are used the approval, judgment, direction etc. is understood to be a function of RSCL /Engineer.

2.18 **‘Test on completion’** shall mean such tests as prescribed in the Contract to be performed by the Contractor before the work is taken over by RSCL.

2.19 **‘Initial Operation’** shall mean the first integral operation of the complete equipment covered under the Contract with the sub-system and supporting equipment in service or available for service. The length of operation shall be as determined by the Engineer-In-Charge, unless otherwise specified elsewhere in the Contract.

2.20 **‘Performance and Guarantee Tests’** shall mean all operational checks and tests required to determine and demonstrate capacity, efficiency, and operating characteristics as specified in the Contract Documents.

2.21 The term **‘Final Acceptance’/‘Taking Over’** shall mean RSCL’s written acceptance of the works performed under the Contract, after successful commissioning / completion of performance and Guarantee Tests, as specified in the accompanying Technical Specifications or otherwise agreed in the Contract.

2.22 **‘Commercial Operation’** shall mean the condition of operation in which the complete equipment covered under the Contract is officially declared by RSCL to be available for continuous operation at

different loads for periods mentioned in the specification so as to relieve the Contractor of his obligations for such operation under the Contract.

2.23 **‘Guarantee Period’/‘Maintenance Period’** shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the works/equipment performed/supplied under the Contract.

2.24 **‘Work Completion Schedule’** shall mean PERT/BAR Chart drawn defining the due date of key mile stone activities stating from the Zero date (date of issue of the LOA/NOA) to Handing over of the Package/works which shall be revised consequent upon issue of revised LOA on the basis of survey.

2.25 **“Drawing”, ‘Plans’** shall mean all:

i. Drawings furnished by RSCL as a basis of Bid /Proposals.

ii. Supplementary drawings furnished by RSCL to clarify and to define in greater detail the intent of the Contract.

iii. Drawings submitted by the Contractor with his bid provided such drawings are acceptable to RSCL.

iv. Drawings furnished by RSCL to the Contractor during the progress of the work; and

v. Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Engineer/ RSCL.

2.26 **‘Codes’** shall mean the following including the latest amendments and/or replacements, if any:

i. Indian Electricity Act, 2003 and Rules and Regulations made thereunder.

ii. Indian Factory Act, 1948 and Rules and Regulations made thereunder.

iii. Indian Explosives Act, 1884 and Rules and Regulations made thereunder.

iv. Indian Petroleum Act, 1934 and Rules and Regulations made thereunder.

v. A.S.M.E. Test Codes.

vi. A.I.E.E. Test Codes

vii. American Society of Materials Testing Codes.

viii. Standards of the Bureau of Indian Standards (BIS).

ix. Other Internationally approved standards and/or rules and regulations touching the subject matter of the Contract.

x. OPWD Code with its latest amendments.

2.27 **Words** imparting the singular only shall also include the plural and vice-versa where the context so requires.

2.28 Words imparting **‘Person’** shall include firms, companies, corporations and associations or individual/ bodies of individuals, whether incorporated or not.

2.29 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), failing that in the Indian Contract Act (1872) and failing that in the General Clauses Act (1897) including amendments thereof, if any.

2.30 In addition to the above the following definitions shall also apply.

a) **‘All equipment and materials’** to be supplied shall also mean **‘Goods/Materials’**.

b) **‘Constructed’** shall also mean **‘erected and installed’**.

c) **‘Contract Performance Guarantee’** shall also mean **‘Contract Performance Bank Guarantee’**.

2.31 Trial Operation, reliability test, trail run, completion test, shall mean the extended period of time after the start up period. During this trial operation period the unit shall be operated over the full load

range. The length of trial operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the contract.

2.32 “**Effective Date of Contract**” shall mean the date of issuance of Letter of Award (LOA)/Notice of Award (NOA).

2.33 “**Installation/Erection**” shall be confined to the materials/equipment supplied under the contract including associated civil works which will be deemed to be completed when it is ready for commissioning.

2.34 “**Commissioning**” shall mean the first successful operation of the electrical installations after all initial adjustments and trials have been completed.

2.35 “**e-Tender Portal of RSCL**” shall mean the OFFICIAL tender portal used/to be used or referred to by RSCL for the purpose of invitation of Bid through electronics mode.

### **3.0 APPLICATION:**

3.1 These General Conditions of the Contract shall apply to the extent that these are not in conflict with the provisions in other parts of the Contract. The provisions contained elsewhere in the contract shall be construed in the context they have been provided and shall apply in addition to the provisions in the General conditions of the Contract.

3.2 This Section-III of VOLUME-I, General condition of Contract shall apply to the supply of Goods & Services consisting of Materials/Equipment/Spare, Erection and Commissioning thereof and associate Civil works by the Contractor as per the BOQ, Technical Specification and Letter of Award or any amendment thereof, including RSCL’s Supplied Materials(OSM), if any.

### **4.0 STANDARDS:**

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

### **5.0 LANGUAGE AND MEASURES:**

All documents pertaining to the Contract including specifications, schedules, notices, correspondences, operating and maintenance instructions, drawings or any other writing shall be written in English language and the English Translation will prevail over the Original written in any other language. The Metric System of measurement shall be used exclusively in the Contract.

### **6.0 CONTRACT DOCUMENTS:**

6.1 The term Contract Documents shall mean and include the following, which shall be deemed to form an integral part of the Contract:

- a) e-NIT, Pre-bid Amendment/errata/corrigendum/ addendum etc., if any, e-tender Document (ITB, General Conditions of Contract, Annexures, Schedules, BPS etc.).
- b) Scope of Works and Specifications of the equipment as per Volume-II.
- c) Accepted Technical Bid.
- d) Accepted Price Bid.

- e) Letter of Award including BOQ & Price Schedule.
- f) Any letters of clarifications issued by RSCL prior to the Award of Contract except to the extent of repugnancy.
- g) All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of RSCL.
- h) Any agreed variations of the conditions of the documents and General conditions of Contract.
- i) Contract Agreement.
- j) Approved Work Completion Schedule (PERT/BAR Chart)
- j) Revise BOQ based on the Survey Report & Price Schedule.
- k) Approved GTP, Drawings, and Designs etc. under the contract.

6.2 In the event of any conflict between the above-mentioned documents the matter shall be referred to RSCL whose decision shall be considered as final and binding upon the parties.

## **7.0 USE OF CONTRACT DOCUMENTS:**

7.1 The Contractor shall not, without RSCL's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of RSCL in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for the purpose of such performance.

7.2 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of RSCL and shall be returned (in all copies) to RSCL on completion of the Contractor's performance under the Contract if so required by RSCL.

## **8.0 CONSTRUCTION OF THE CONTRACT:**

8.1 In pursuance to GST Law, there shall be one Works Contract for jobs undertaken by EPC/Turnkey contractors covering supply of Material/Equipment/Spares, Erection, Installation & Commissioning and Associated Civil Works, which together will be treated as services carrying present applicable rate of GST @ 18%. In case, the Works Contract envisaged herein is considered as Govt. Contract, in which case the present GST rate of @18% will switch over to the applicable rate of GST for Govt. Contracts. The Supply portion of the contract will relate to engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. from manufacturing works/place of dispatch (both in India/abroad) to project site including transit insurance as per Bidding documents. The Erection portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, erection, testing, commissioning including all associated Mechanical, Electrical, Civil and Construction of all associated Structural & architectural works etc. for Construction of Sub-Stations and associated lines or any other item as per the bidding documents.

8.2 Notwithstanding above, for the material & equipment (Supplied by the Contractor as well as RSCL Supply Material (OSM)) handed over to the contractor for erection and commissioning, the Contractor shall at the time of taking delivery of the Materials/ dispatch documents be required to execute an Indemnity Bond as per the enclosed Annexure-V to this Volume-1 in favour of RSCL in the form acceptable to RSCL for the Materials/Equipment Supplied and under the safe custody of the Contractor after supply of such Materials/Equipment for Erection, Installation & Commissioning and Services and to utilize the same exclusively for the purpose of the said Contract.

8.3 It is clearly understood that the total consideration for the Contract(s) has been broken up into various components/key Mile Stones (Work Completion Schedule) for the convenience of payment under the Contract(s) and for the measurement of deviations or modifications under the Contract(s).

8.4 The contractor shall ensure that the materials/equipment shall be supplied under the contract as per the agreed work completion schedule. For this purpose RSCL shall issue Material Dispatch Clearance Certificate (MDCC) in a staggered manner based on the utilization of such materials/equipment. Similarly, for Erection, Installation & Commissioning services including Civil Works shall be executed as per the agreed Work Completion Schedule.

## **9.0 MANNER OF EXECUTION OF CONTRACT:**

9.1 The RSCL shall issue the Letter of Award (LOA) to the Contractor, which shall be acknowledged by the contractor duly signed by the Authorized Signatory and Stamped and sent to RSCL within 07 (Seven) days of issuance of Letter of Award.

9.2 The Contractor shall finalise the Works Completion Schedule earlier furnished at the time of the Bidding with RSCL within 21 days from the date of LOA for approval. The agreed work completion schedule shall form part of the contract agreement. Subsequent to approval of revised BOQ based on the joint survey report & consequent Price Schedule, the LOA shall be amended including works completion schedule which shall be used for applying price reduction schedule.

9.3 The Contractor shall provide Contract Performance Bank Guarantee, appropriate power of attorney and other requisite documents within 7 days from the date of LOA for approval. However, due to any circumstances on the part of the contractor if they fail to submit the acceptable Contract Performance Bank Guarantee (CPBG) within 30 days from the date of LOA, the contractor can request for submission of the same beyond the above period. The RSCL may allow a time period of maximum up to another 10 (Ten) days depending on the merit of the request provided the Bid Security (EMD) is valid for a period one (1) month beyond the extension being sought by the successful bidder. In such case, the contractor has to submit the fresh CPBG / rectified CPBG as the case may be. In no case the contract signing should be extended beyond 60 days from the date of LOA.

9.4 The Contractor shall ensure setting up of Project/Site Office, Engagement of Personnel under the Contract and Establishment of Central/Site Store within 7 days from the date of LOA for approval of RSCL. The Contractor shall furnish documentary evidence in support of such information.

9.5 The contractor shall execute Contract Agreement within 10 (Ten) days of the issue of the Letter of Award at the office of RSCL or the extended period, if any. The Contract Agreement will be signed in

05 copies (01 original & 4 copies) and the Contractor shall be provided with one signed original and the rest will be retained by RSCL.

9.6 The Contractor shall provide free of cost to RSCL all the Engineering data, drawings, and descriptive materials submitted with the bid, in at least five (5) copies (01 Original & 4 Copies) along with soft copy (editable and Pdf) as a part of the Contract immediately after issue of Letter of Award.

9.7 Besides, the Contractor shall provide 05 copies (01 Original & 4 Copies) along with soft copy (editable and Pdf) of the contract document to RSCL within seven (05) days after the signing of the Contract at his own cost.

9.8 The Contractor and RSCL or its representative shall conduct a Joint Survey of the works to be executed and submit the Revised BOQ & Price Schedule of the package(s)/works for approval of RSCL.

9.9 Deleted .

#### **10.0 ENFORCEMENT OF TERMS:**

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

#### **11.0 CONTRACTUAL OBLIGATION:**

Unless otherwise terminated under the provisions of any other relevant clause, the obligation of the Contractor shall be deemed to have been ceased on the expiry of the 'Latent defect Warranty'.

### **B. GUARANTEES & LIABILITIES:**

#### **12.0 TIME - THE ESSENCE OF CONTRACT:**

12.1 The time and the date of completion of the Contract as stipulated in the Contract and so incorporated in the Letter of Award or any amendment there to shall be the essence of the Contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

12.2 An outline of the Work Completion Schedule of different activities prepared by Contractor and approved by Competent Authority. The Contractor shall submit Work Completion Schedule consisting of Key Mile Stones covering entire scope of work such as engineering, procurement, manufacturing, shipment and field erection activities including Civil works in line with the Work Completion Schedule of RSCL, within Ten (10) days of the date of Letter of Award for approval of RSCL. The Work Completion Schedule shall also indicate the interface facilities to be provided by RSCL and the dates by which such facilities are needed. The Contractor shall finalise the Work Completion Schedule so submitted with RSCL and the same shall form part of the Contract documents. Subsequent to approval of revised BOQ based on the joint survey report & consequent Price Schedule, the LOA shall be amended including final works completion schedule which shall be used for applying price reduction schedule. As provided in the clause of Terms of Payment in this Section, final Work Completion Schedule will be taken as due date of completion of key activities for price reduction while releasing the payment in favour of the Contractor. During the performance of the Contract, if in the opinion of the Engineer-In-charge, progress is not in line with the Work Completion Schedule, suitable changes shall be made in the Contractor's operations to ensure proper progress without any cost implication to RSCL. The corresponding interface facilities to be provided by RSCL shall also be reviewed accordingly.

12.3 Based on the above agreed work completion schedule, the contractor shall supply the

Materials/equipment and execute the works. They shall furnish monthly progress reports (Utilisation of Materials/Equipment) to the Engineer-In-Charge.

12.4 Work Completion Schedule as finalized shall be reviewed, updated considering the progress of the work and site conditions and be submitted to RSCL from time to time.

12.5 The above work completion schedule shall be compatible with RSCL's computer environment and furnished to RSCL on such media as may be desired by RSCL.

### **13.0 EFFECTIVE DATE OF CONTRACT:**

The effective date of contract shall be reckoned from the date of issuance of Notice to Proceed.

### **14.0 PRICE REDUCTION SCHEDULE – DELAY IN SUPPLY & ERECTION:**

14.1 If the Contractor fails to supply the Materials/Equipment or fails to complete the erection including civil works within the due date of agreed key milestones as defined in the Works Completion Schedule, RSCL shall have the right to reduce price @0.5% for each week of delay or part thereof limited to maximum of 10% of the cost (exclusive of GST) of the undelivered portion of the materials/equipment and incomplete portion of works.

14.2 Equipment/Materials will be deemed to have been supplied only when all its components, parts/accessories and free spares are also delivered, erection including associate civil works will be deemed to be completed when those Equipment/Materials have been successfully erected in all respect as per the Scope of Works.

14.3 The total amount of Price Reduction Schedule for delay under the Contract will be subject to a maximum of 5% of Contract Value (exclusive of GST) to be applicable after the completion of supply and erection before release of 10% amount due on commissioning.

14.4 RSCL shall recover the price reduction schedule from the bills of the contractor.

14.5 However, if the price reduction schedule remains un-recovered the same shall be recovered from the Contract Performance Bank guarantee.

### **15.0 PERFORMANCE GUARANTEE:**

15.1 (a) The Contractor shall guarantee that the equipment/materials will be new, unused and in accordance with the Contract documents and free from defects in material and workmanship for a period of 60 (Sixty) months commencing immediately after the satisfactory commissioning of the entire works under the contract. The Contractor's liability shall be to the extent of repair/replacement of such defective equipment/material either arising from faulty design or defective equipment/materials and/or bad workmanship. Such defective equipment/materials shall be handed over to the Contractor for repair or replacement by a new one, unless otherwise repairable at site. The Contractor shall complete the repair/replacement work within the reasonable time frame intimated by the Engineer-In-Charge.

(b) Deleted

**(c) For all equipment which is procured by Contractor the Contractor shall provide guarantee of 60 (Sixty) Months from the date of satisfactory commissioning.**

If any defects are not remedied within the time frame, the Engineer-In-Charge may proceed to do the work at the Contractor's risk and cost but without prejudice to any other rights, which RSCL may have against the Contractor in respect of such defects.

15.2 In the event of any emergency, where in the judgment of the Engineer-In-Charge, delay would cause serious loss or damages, repair may be made by the Engineer-In-Charge or a third party chosen by the Engineer-In-Charge without advance notice to the Contractor and the cost of such work shall be recovered from the Contractor. In the event such action is taken by the Engineer-In-Charge, the Contractor will be notified in due course and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor of his liabilities under the terms and conditions of the Contract.



15.3 If it becomes necessary for the Contractor to replace or renew any defective portions of the works the provision of this clause shall apply to portion of the works so replaced or renewed until the expiry of guarantee period.

15.4 The repaired or new parts will be supplied and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost of such repairs.

15.5 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the equipment or defective work carried out by the Contractor, the same shall be borne by the Contractor.

15.6 The acceptance of the equipment or works by the Engineer-In-Charge shall in no way relieve the Contractor of his obligations under this clause.

15.7 In the case of those defective parts, which are not repairable at site but are essential for the operation of the equipment, the Contractor and the Engineer-In-Charge shall mutually agree to a program of replacement or renewal, which will minimize interruption to the maximum extent in the operation of the equipment.

15.8 At the end of the guarantee period, the Contractor's liability ceases except for latent defects.

15.9 The provisions contained in this clause will not be applicable.

a) If RSCL has not used the equipment according to generally approved industrial practice and in accordance with the conditions of operations specified and in accordance with operating manuals, if any.

b) In cases of normal wear and tear of the parts to be specifically mentioned by the Contractor in the offer.

15.10 The contractor shall not stand guarantee for the materials supplied by RSCL but shall stand guarantee during the erection of the materials.

15.11 FUNCTIONAL GUARANTEES: Bidder shall state the guaranteed technical particulars, performance or efficiency of different equipment/materials with respect to the Technical Specifications. Equipment/Materials offered shall have guaranteed acceptable particulars / performance/efficiency specified in Technical Specification.

## **16.0 LATENT DEFECT WARRANTY:**

16.1 The period of latent defect warranty shall be 10 years reckoned from the date of completion of guarantee period commencing immediately after the satisfactory commissioning for the entire works under the contract.

16.2 The latent defect warranty shall mean such warranties which are 'Latent' to the equipment supplied or erected which would not normally be discovered/seen by an inspection nor discoverable during the trial run. These are concealed flaws which one would normally not expect from the item during the execution of the contract or during the guarantee period but subjected from a manufacturing defect for which the contractor shall remain liable for replacement/rectification for such 'Latent' defect.

16.3 RSCL shall exercise the right of latent defect warranty for replacement/rectification of Supply/Workmanship.

16.4 RSCL will have a claim in damages against the contractor if the defects are a result of the contractor's breach of contract and/or negligence and RSCL suffers loss as a result.

## **17.0 LIMITATION OF LIABILITIES:**

The final payment by RSCL in pursuance of the Contract shall mean the release of the Contractor from all his liabilities under the Contract except for liabilities under Guarantee period and Latent Defect Warranty period. Such contractual liabilities and responsibilities of the Contractor shall prevail till expiry of the Latent Defect Warranty period even after the final payment is released.

Notwithstanding anything to the contrary mentioned herein and to the extent permitted by law, the aggregate liability of Contractor to RSCL, whether in contract, tort or otherwise, will be limited to 100% of the contract value.

## **18.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:**

If during the performance of the Contract, the Engineer-In-Charge decides and informs in writing to the Contractor that the Contractor has manufactured/supplied any equipment, material or part of equipment which is defective and imperfect or inferior to the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice, or otherwise, within such time as may be reasonably necessary for making it good and proceed to repair/replace such equipment. In case, the Contractor fails to do so, the Engineer-In-Charge may on giving the Contractor seven (7) days' notice in writing of his intentions to do so, proceed to remove the portion of the equipment so complained of and at the cost of the Contractor, perform all such repairs/replacement provided that nothing in this clause shall be deemed to deprive RSCL of or affect any rights under the Contract which RSCL may otherwise have in respect of such defects and deficiencies.

## **19.0 INSPECTION AND TESTING:**

19.1 The materials shall be inspected by the Third Party Inspecting Agency (TPIA) and RSCL or any authorized representative of RSCL at the Contractor's or its Vendor's manufacturing works. The Contractor shall give the advance notice in writing about the place of Inspection and/or Testing at least 15 days before the schedule date on which the equipment/materials will be ready for Inspection and/or Testing. Routine test certificates are to be submitted along with the offer for inspection.

19.2 The RSCL or his representative shall be entitled at all reasonable times during manufacture / installation to inspect, examine and test the equipment/materials at the contractor's/Vendors premises / erection site about workmanship of the materials to be supplied under this contract. The contractor shall provide unhindered clearance, giving full rights to RSCL to inspect, examine and test as if the equipment/materials were being manufactured in his premises/Vendors Premises. Such inspection / examination and testing shall not relieve the contractor of his obligations under the contract.

19.3 The Engineer-In-Charge shall have the right to re-inspect any equipment/materials though previously inspected and approved by him at the Contractor's or its Vendor's works, before and after the same are erected at Site. If by the above inspection, RSCL rejects any equipment, the Contractor shall make good for such rejections either by replacement or modifications/repairs as may be necessary to the satisfaction of the Engineer-In-Charge, free of cost. Such replacement will also include the replacements or re-execution of such of those works of other Contractors and/or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's/Vendor's work.

19.4 However, major Equipment/Materials shall be inspected at Contractor's or its Vendor's manufacturing premises by the Third-Party Inspecting Agency (TPIA) and/or Authorized representative of RSCL. The RSCL will decide the list of such Materials/Equipment. TPIA inspection fees shall be borne by RSCL.

19.5 However, for any default on the part of the contractor or its vendor (materials not ready for inspection/2nd time inspection of the same equipment/works due to short comings in the equipment/works offered for inspection) the consequential charges including TPIA inspection fees shall be recovered from the Contractor.

19.6 All Travel Expenses in respect of RSCL's representative including TPIA for witnessing the inspection & testing of the offered equipment/materials at the inspection and testing site shall be borne by the Contractor.

## **20.0 PATENT RIGHTS AND ROYALTIES:**

20.1 Royalties and fees for patents covering materials, articles, devices, equipment or processes used in the works shall be deemed to have been included in the Contract Price. The Contractor shall satisfy all demands that may be made at any point of time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep RSCL indemnified in that regard. The Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patents, and, in case of an award of damages, the Contractor shall pay for such award. In the event of any suit or other proceedings instituted against RSCL, the same shall be defended at the cost and expense of the Contractor who shall also satisfy/comply with any decree, order or award made against RSCL. But it shall be understood that no such machine, plant, work, material or thing has been used by RSCL for any purpose or any manner other than that for which they have been supplied and installed by the Contractor and specified in the tender documents. Final payment to the Contractor by RSCL will not be made, if the equipment, or any part thereof supplied by the Contractor, is in such suit or proceedings held to constitute infringement, the Contractor shall at his option and at his own expense, either procure for RSCL, the right to continue the use of said equipment or part thereof, replace it with non-infringing equipment or modify it, so it becomes non-infringing.

20.2 Only when there is any infringement of patent rights for action at the instance of RSCL, it shall be to RSCL's account or else it should be to the contractors account.

## **21.0 DEVIATION TO THE SCOPE OF WORKS:**

21.1 Deviation to the revised scope of works is not permissible under the contract. However, at any time during the execution of the contract, RSCL reserve the right to vary the quantity of any item with reference to the BOQ to any extent within the limit of  $\pm 25\%$  of the BOQ of the LOA at the same unit rate and terms conditions contained in the LOA. However, any increase in the BOQ quantity of an item beyond 25% of the BoQ of the LOA shall be lower of price available in BoQ (i.e. in LOA) or Rate Contract or Cost Data.

21.2 In case a new item(s) are required during the execution of the contract for which unit rates are not available in BOQ, the same shall be the least of the available Rate Contract Price or Cast Data Price or Average unit rate of the same items from works awarded during last one year as available with RSCL.

21.3 The increase in quantity w.r.t items in BOQ or inclusion of new item(s), however, shall always be subject to the prior approval of the competent authority.

21.4 Accordingly, the Contract price shall be adjusted based on the approved unit rates for the variation in quantities as above.

## **22.0 ENGAGEMENT OF SUB-CONTRACTOR:**

22.1 The engagement of Sub-Contractor is normally not allowed. However, for the purpose of associated work where it is warranted, the contractor shall engage Sub-Contractor with the prior written permission of RSCL.

22.2 Under no circumstances the Sub-Contractor shall further Sub-contract, transfer, assign or otherwise part with the Contract or any part thereof, either directly or indirectly.

## **23.0 NO WAIVER OF RIGHTS:**

Neither the inspection by RSCL or the Engineer-In-Charge or any of their officials, employees, or agents nor any order by RSCL or the Engineer-In-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by RSCL or the Engineer-In-Charge, nor any extension of time, nor any possession taken by the Engineer-In-Charge shall operate as a waiver of any provision of the Contract, or of any power herein reserved to RSCL or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

## **24.0 CERTIFICATE NOT TO AFFECT RIGHT OF RSCL AND LIABILITY OF THE CONTRACTOR:**

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

the payment of which he is bound to indemnify RSCL, nor shall any such certificate nor the acceptance by him of any sum paid on account or otherwise affect or prejudice the rights of RSCL against the Contractor.

## **25.0 ENGINEER-IN-CHARGE'S DECISION:**

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

25.2 If, in the opinion of the Contractor, a decision made by the Engineer-In-Charge is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Engineer-In-Charge, within fifteen (15) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time will be considered as an acceptance of the Engineer-In-Charge's decision and the decision shall become final and binding.

25.3 The Engineer-In-Charges' decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Contract that there shall be no delay in the execution of the works and the decision of the Engineer-In-Charge as rendered shall be promptly observed.

## **26.0 PACKING, FORWARDING AND SHIPMENT:**

The Contractor, wherever applicable, shall after proper painting, pack and crate all equipment in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Contractor shall be held responsible for all damages due to improper packing and handling.

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

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

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

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

## **27.0 COOPERATION WITH OTHER CONTRACTORS & TPIA:**

The Contractor shall cooperate with RSCL's other Contractors & Third Party Inspecting Agency (TPIA) and freely exchange with them such technical/commercial information as may be necessary for smooth execution of the project in an efficient and timely manner to avoid unnecessary duplication of efforts.

## **28.0 TRAINING OF RSCL'S PERSONNEL:**

28.1 The Contractor shall undertake to train, free of cost at least five (05) nos. personnel selected and sent by RSCL at their works unless otherwise specified in the Technical Specifications.

The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and RSCL. These personnel shall be given special training in their shops and/or in their Collaborator's works and if that is not possible, in any other plant where equipment manufactured by the Contractor or his collaborator is under installation, operation, or testing to enable these personnel to become familiar with the equipment being furnished by the Contractor. The details of the persons to be trained, period of training, nature of training etc. shall be as outlined in accompanying Technical Specifications of Contract.

28.2 All travelling and living expenses for the personnel to be trained during the total period of training will be borne by RSCL. These personnel, while undergoing training, shall be responsible to the Contractor for discipline.

28.3 The RSCL shall not be entitled for any rebate, whatsoever, on any account in the event of his failing to avail of the training facilities, for any reason.

## **29.0 PROGRESS REPORT ON SUPPLY AND UTILISATION OF MATERIALS/ EQUIPMENT:**

29.1 During the various stages of the work in pursuance of the Contract, the Contractor shall at his own cost submit Monthly Progress Reports of materials/equipment supplied, Utilization of Materials/equipment and status of the materials/equipment in pipeline as may be reasonably required by the Engineer-In-Charge with photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer-In-Charge and shall be submitted in both hard copy and soft form.

## **C. CONTRACT SECURITY AND PAYMENTS**

### **30.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

30.1 The Contractor shall furnish Contract Performance Bank Guarantee (s) for satisfactory performance of the Contract in the prescribed form within thirty (10) days of “Letter of Award”. The performance bank guarantee(s) shall be as per terms prescribed in Section ITB of Vol.-I.

### **31.0 MODE OF PAYMENT:**

31.1 Payment due on receipt of equipment in good conditions and on completion of erection and commissioning shall be made as per the terms of payment by RSCL directly to the Contractor through RTGS or A/C Payee Cheque.

31.2 The payment of the inception cost shall be made to the Contractor by RSCL through RTGS or A/C Payee Cheque as per the terms of payment.

31.3 Payment shall be made promptly by RSCL within thirty (30) days of receipt of Contractor’s invoice, complete in all respects and supported by the requisite documents and on fulfillment of stipulated payment conditions.

31.4 All invoices (Tax Invoices) under the contract shall be raised by the Contractor on ‘ Rourkela Smart City Ltd ’.

31.5 In case the Contract is awarded to a Joint Venture/Consortium, all payments shall be made directly to the Lead Partner of the JV/Consortium Only.

31.6 All the payments made under the contract shall be treated as on account payment. The final payment will be made on completion of all works and on fulfillment by the Contractor of all his liabilities under the Contract.

31.7 In case the Contract is awarded to a Joint Venture/Consortium, the Bank Guarantee(s) towards inception cost as well as Contract Performance Bank Guarantee(s) shall be issued by the Bank containing the names of all Joint Venture/Consortium Partners. These Bank Guarantee(s) may be issued by the Lead Partner on behalf of Joint Venture/Consortium agreement.

31.8 The contractor shall furnish the particulars of his Bank Account as required for releasing the payment.

### **32.0 CURRENCY OF PAYMENT:**

All payments under the Contract shall be in Indian Rupees only.

### **33.0 DUE DATE FOR PAYMENTS:**

The inception cost shall be payable within thirty (30) days of receipt of the Contractor’s invoice, subject to fulfillment of all the conditions for release of such payment. RSCL will also make progressive payment against supply of materials/equipment including spares, erection & commissioning within thirty (30) days of receipt of the Contractor’s invoice, subject to fulfillment of all the conditions for release of respective stages of payment schedule.

## **34.0 TERMS OF PAYMENT:**

### **A. INCEPTION COST:**

#### **(I) Stage-I: INCEPTION COST (5%) OF THE CONTRACT PRICE:**

In the first tranche, Inception cost of five percent (5%) of the contract price including CGST plus OGST, or IGST, as the case may be, shall be made subject to the following:

- i. Submission of “Tax Invoice”, in terms of the CGST and OGST Rules, as applicable under GST law in triplicate for claiming such inception cost.
- ii. Acknowledgement of the Letter of Award by the Contractor.
- iii. Submission and approval of Contract Performance Bank Guarantee
- iv. Signing of the Contract Agreement.
- v. Submission and Approval of Works Completion Schedule defining the Key Mile stones of project activities.
- vi. Evidence of establishment of Project Office for the concerned Package/works.
- vii. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of Rourkela Smart City Ltd ., for the equivalent amount of inception cost (5% of the contract price including CGST plus OGST, or IGST, as the case may be) in accordance with the Bank Guarantee Proforma attached. The said Bank Guarantee shall be initially valid for 30 days over and above the schedule date of contract completion period of work. If the contract period gets extended, the Bank Guarantee shall also be extended accordingly.
- viii. Besides above, any other documents as required by the Engineer-In-Charge.

#### **(II) Stage-II: INCEPTION COST (5%) OF THE REVISED CONTRACT PRICE:**

In the second tranche, Inception cost of five percent (5%) of the revised contract price including CGST plus OGST, or IGST after adjustment, if any, towards 1<sup>st</sup> Inception cost as mentioned in clause(I) above, as the case may be, shall be made subject to the following:

- i. Submission of “Tax Invoice”, in terms of the CGST and OGST Rules, as applicable under GST law in triplicate for claiming such inception cost.
- ii. Submission of Joint Survey Report.
- iii. Approval of first revised BOQ based on the joint survey report & Price Schedule.
- iv. On submission of approved construction drawing.
- v. Submission and Acceptance of unconditional & irrevocable Bank Guarantee issued in favour of “Rourkela Smart City Ltd ”., for the equivalent amount of inception cost (5% of the revised contract price including CGST plus OGST, or IGST, as the case may be) in accordance with the Bank Guarantee Proforma attached. The said Bank Guarantee shall be initially valid for 30 days over and above the schedule date of contract completion period of work. If the contract period gets extended, the Bank Guarantee shall also be extended accordingly.
- vi. Besides above, any other documents as required by the Engineer-In-Charge.

**Note:** *In case, the contract price gets revised due to revision in the BOQ based on the survey, the resultant change in the first tranche of Inception cost payment of 5% of the contract price shall be*

*adjusted in the second tranche of 5% Inception cost payment. All subsequent payments shall be based on revised contract price arising out of revision of BoQ based on the survey.*

**B: FOR SUPPLY COMPONENT:**

**(I) PROGRESSIVE PAYMENT (60%):**

In the third tranche, on supply of Materials/ Equipment (including spares) Contractors shall raise Tax Invoice for the 60% of the Basic price (taxable value) of Supplies along with CGST plus OGST or IGST as the case may be on 60% of the Basic Price(taxable value) of Supplies. RSCL shall release progressive payment accordingly, subject to the following.

- i. On completion of supply, receipt, verification & acceptance of the materials/ equipment at Project Site / Contractor's Project Stores/RSCL's designated Stores or such destination specified in dispatch instruction by the Authorized Officer of RSCL/Agency engaged for the said purpose.
- ii. Evidence of dispatch (Tax Invoice of the Vendor) , R/R or L/R, Challan & packing list identifying contents of each shipment, Copy of Contractor's e-way bills.
- iii. Contractor's detailed Tax Invoice for the 60% of the Basic price(taxable value) of Supplies along with CGST plus OGST or IGST on 60% of the Basic Price(taxable value) of Supplies as per the GST guideline.
- iv. Storage-Cum-Erection Insurance Policy / Certificate endorsing RSCL as principal insured.
- v. Contractor's Guarantee Certificate of Quality covering the entire Guarantee period.
- vi. Material Dispatch Clearance Certificate (MDCC) issued by RSCL.
- vii. Physical Verification and Acceptance of Equipment/Materials (MVAC).
- viii. Certification of Embossing/Punching/Casting/Painting by the verifying & accepting Authority as per the relevant clause.
- ix. Approved Inspection certificate.
- x. Approved Type Test Report(s).
- xi. Submission of Indemnity Bond equivalent to the total cost of the Materials/Equipment supplied.
- xii. Besides above, any other documents as required by the Engineer-In-Charge.

**(II) PROGRESSIVE PAYMENT (20%):**

In the fourth tranche, Contractors shall raise Tax Invoice for the 20% of the Basic price (taxable value) of Supplies (including Spares) along with CGST plus OGST or IGST as the case may be, on 20% of the Basic Price(taxable value) of Supplies against erection and Installation of such materials and Equipment supplied. RSCL shall release progressive payment accordingly, subject to the following;

- i. Tax Invoice (20% of the Basic price(taxable value) of Supplies along with CGST plus OGST, or IGST, as the case may be, on 20% of the Basic Price(taxable value) of Supplies) in triplicate duly certified by the Engineering-In Charge.
- ii. Copy of the Tax Invoice earlier submitted at the time of releasing 60% progressive payment.
- iii. Copy of Joint Measurement Certificate (JMC) for the Erection & Installation of such supplied Equipment/Materials.



- iv. Submission and acceptance of Material Utilization Statement.
- v. Besides above, any other documents as required by the Engineer-In-Charge.

**(III) FINAL PAYMENT (10%):**

In the fifth tranche, Contractors shall raise Tax Invoice for the final 10% of the Basic price (taxable value) of Supplies (including Spares) along with CGST plus OGST, or IGST, as the case may be, on 10% of the Basic Price (taxable value) of Supplies after successful Commissioning and takeover of the entire works under the contract. RSCL shall release final payment towards supply subject to the following;

- i. Submission of Final Tax Invoice (10% of the Basic price(taxable value) of Supplies along with CGST plus OGST, or IGST, as the case may be, on 10% of the Basic Price(taxable value) of Supplies) in triplicate duly certified by the Engineering-In Charge towards final BOQ of the Price Schedule.
- ii. Copy of Certificate from Electrical Inspectorate.
- iii. Copy of evidence of test charge of the works.
- iv. Submission and acceptance of final Material Reconciliation Statement for the entire works under the contract based on the MVAC vis-à-vis JMC.
- v. Adjustment of excess payment made, if any, arising out of the final material reconciliation statement.
- vi. Submission and approval of amended Contract Performance Bank Guarantee for the extended work completion period, if any.
- vii. Submission and approval of additional Contract Performance Bank Guarantee for the Major Equipment (Power Transformers, Switch Gears, S/S Automation Equipment and Cables).
- viii. Evidence of Return of dis-mantled items, if any, to RSCL.
- ix. Evidence of Return of Unused OSM items, if any, to RSCL.
- x. Work Completion Certificate for each completed work duly certified by the Engineer-In-Charge.
- xi. Signing of Handing over and Taking Over Certificate.
- xii. Besides above, any other documents as required by the Engineer-In-Charge.

Note: 1. In case spare materials/equipment has been supplied separately after supply of main materials/equipment, payment towards such spares shall be released for 80% of the cost of the spares with CGST plus OGST, or IGST, as the case may be and balance 10% shall be released at the time of final 10% payment.

2. Payment towards price variation, if any, shall be released along with the final payment as per the WPI formula.

**C: Contract price weightage**

<b>S.no</b>	<b>Components</b>	<b>Weightage (%)</b>
<b>1</b>	<b>Inception Payment Stage -1</b>	<b>5.00</b>
<b>2</b>	<b>Inception Payment Stage -2</b>	<b>5.00</b>

<b>3</b>	<b>HT &amp; LT Cable Termination, Laying &amp; Other Accessories</b>	<b>40.00</b>
a	On supply	24.00
b	Installation/erection	8.00
c	Commissioning	8.00
<b>4</b>	<b>HT &amp; LT Panel</b>	<b>29.00</b>
a	On supply	17.40
b	Installation/erection	5.80
c	Commissioning	5.80
<b>5</b>	<b>Earthing &amp; Other Accessories</b>	<b>5.80</b>
<b>6</b>	<b>Dismantling Work</b>	<b>0.96</b>
<b>7</b>	<b>Foundation of HT &amp; LT Panel Cost &amp; Civil Work</b>	<b>7.54</b>
<b>8</b>	<b>Liasioning &amp; Other Accessories Work including Supervision Charges of TPWODL</b>	<b>6.00</b>
<b>9</b>	<b>Provision for Visit of ABB &amp; Balaji Factory Panel(For Supplied panel for Smart Road Phase - 1)</b>	<b>0.70</b>
	<b>Total</b>	<b>100.00</b>

Note:

1. The above payment schedule should not be treated as BOQ. This is only a payment schedule based on which contractor will be paid for the entire works as per scope of works.
2. The above payment schedule is based on the major head works. After award of work further sub breakup will be made considering actual quantum of work based on approved design.
3. The lumpsum quoted accepted, shall be paid to the contractor as per the above payment schedule.
4. For payment against Sl. No.1 & 2, refer clause no.34.A.i & ii. For Sl no.3 & 4 payment shall be made as per clause no. 34.B and for remaining works from Slno. 5 to 9, payment will be made after completion of the activity.
5. In case, contractor opts not to take payment against inception, then he has to submit such undertaking and in that case, the weightage will be revised accordingly for accounting to the accepted agreement amount.

#### **D: PAYMENT TOWARDS CHANGE IN RATES OF GST:**

1. Any statutory variations in GST rates during the contract period, if any, shall be to RSCL's account.

2. Any statutory variations in GST rates beyond the contract period shall be to the Contractor's account, if the reason of delay is not attributable to RSCL.

3. In case of any subsequent change in the nature of supply, whether a "works contract" or a "composite supply other than works contract", impact of differential GST would be on contractor's account.

#### **E: STATUTORY LIABILITY:**

Income Tax, Surcharge on Income Tax and other statutory payments and any other taxes for which the contractor is liable shall be payable by the contractor himself and he shall keep RSCL indemnified for all times in the event RSCL is made to discharge any tax liability on this account.

#### **F: TAX DEDUCTED AT SOURCE:**

The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by RSCL from the Contractor's bills for which the contractor cannot claim any reimbursement. TDS so deducted shall be deposited with the relevant tax Authorities & TDS certificates shall be issued by RSCL.

#### **G: PRICE VARIATION:**

In case price variation is applicable under clause 15.4 of ITB, the same shall be paid to contractor for the specified major items as mentioned under clause-15.4 of ITB as per formula specified therefor on the basis of WPI along with documentary evidence for different items/indices applicable for Price Adjustment.

#### **35.0 DEDUCTIONS FROM CONTRACT PRICE:**

- i. All costs, damages or expenses which RSCL might have paid, for which Contractor is liable under the Contract, will be recovered from the Contractor.
- ii. All other deductions as applicable under the contract shall also be recovered from the contractor's invoice.

#### **D. MATERIALS/EQUIPMENT HANDLING & STORAGE:**

##### **36.0 MATERIALS/EQUIPMENT HANDLING AND STORAGE:**

36.1 All the equipment arriving at Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor. Indoor Equipment(s) such as Relay and Panels are to be stored inside the Store House.

36.2 Contractor shall be responsible for examining all the shipment and notify the Engineer-In-Charge immediately of any damages, storage, discrepancy etc, for the purpose of Engineer-In-Charge's information only. The Contractor shall submit to the Engineer-In-Charge every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damages in transit, handling and/ or in storage and erection of the equipment at Site. Any demurrage, wharfage and other such charges claimed by the transporters, railways etc, shall be to the account of the Contractor.

36.3 The Contractor shall maintain an accurate and exhaustive record-detailing out the list of all equipment received by him for the purpose of erection and keep such record open for the inspection of the Engineer in-charge.

36.4 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the equipment without the specific written permission of the Engineer-In-Charge. The equipment stored shall be properly protected to prevent damage either to the equipment or to the floor where they are stored. The equipment from the store shall be moved to the actual location at the appropriate time so as to avoid damage of such equipment at Site.

36.5 All electrical panels, control gears, motors and such other devices shall be properly dried by heating before they are installed and energized. Motor bearings, slip ring, commutators and other exposed parts shall be protected against moisture ingress and corrosion during storage and periodically inspected.

36.6 All the electrical equipment such as motors, generators, etc. shall be tested for insulation resistance at least once in three months from the date of receipt till the date of commissioning and a record of such measured insulation values shall be maintained by the Contractor. Such records shall be opened for inspection by the Engineer-In-Charge.

36.7 The Contractor shall ensure that all the packing materials and protection devices, used for various equipment during transit and storage, are removed before the equipment are installed.

36.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality during storage.

36.9 All the materials stored in the open or dusty location must be covered with suitable weather proof and flame proof covering material wherever applicable.

36.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer-In-Charge will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.

36.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all equipment, which require indoor storage. Normally all the electrical equipment such as motors, control gears, generators, exciters and consumables like electrodes, lubricants etc shall be stored in the closed storage space.

i. The contractor shall construct suitable godown at the work site for storing the materials/equipment safely against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

ii. It shall be duty of the contractor to inspect the material handed over to him at the time of taking delivery and satisfy himself that they are in good condition. It shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and/or replaced by him at his own cost, according to the directions of the Engineer-in Charge.

iii. The RSCL shall not be liable for delay in supply or non-supply of any materials, which RSCL has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of RSCL. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

iv. It shall be responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by RSCL. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials, the Engineer-in Charge shall have the right, at his own discretion, to arrange such materials. The contractor shall bear the cost of such purchase/supply of materials. This, however, does not in any way absolve the contractor from his contractual obligation.

v. Materials supplied shall not be utilized for any other purpose(s) other than the purpose for which it has been supplied. The contractor shall be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials as if the same are issued by RSCL.

vi. A daily account of the materials shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site. The contractor is required to submit fortnightly receipt, consumption and balance Materials report to Engineer-In-Charge.

vii. The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores from where they were issued to the place as directed by the Engineer-in-Charge.

viii. Materials supplied by RSCL, if any, shall not be utilized for any other purpose(s) than issued for.

### **37.0 INDEMNITY BOND:**

37.1 For the materials/equipment to be provided by the Contractor and/or for RSCL supplied items (OSM), if any, even though it is a works contract, it will be the responsibility of the Contractor to take delivery, unload and store the materials/equipment at site and execute an indemnity bond in favour of RSCL against loss, damage and risks involved for the full value of the Materials/Equipment.

37.2 In this respect, the contractor is liable to furnish indemnity bond as per the attached format, duly indemnifying the RSCL for the Materials/Equipment Supplied and under the safe custody of the Contractor after supply of such Materials/Equipment for Erection, Installation, Commissioning & Services and to utilize the same exclusively for the purpose of the said Contract.

37.3 This indemnity bond shall be furnished by the Contractor before commencement of the supplies and shall be valid till the scheduled date (including any extension thereof) of testing, commissioning and handing over the equipment and line to RSCL.

### **38.0 STORAGE-CUM-ERECTION INSURANCE:**

38.1 All the equipment and materials including spares being supplied by the Contractor shall be kept completely insured (110% value of the Contract Price) by the Contractor at his cost from time of dispatch from the Contractor's works / Vender's works, up to the completion of erection, testing & commissioning and taking over of the entire works in accordance with the Contract. The insurance certificate shall contain RSCL as the principal insured, Name of the Package, Sites and LOA reference.

38.2 Further all equipment and materials being supplied by RSCL, if any, free of cost for the erection (as per Technical Specification) shall be kept insured by the Contractor against any loss, damage, theft, pilferage or fire from the point of unloading up to the time of taking over by RSCL, including handling, transportation, storage, erection, testing and commissioning etc. The premium paid to the Insurance company by the Contractor for such insurance shall not be reimbursed by RSCL to the Contractor. The Contractor shall obtain competitive quotation for such insurance and shall take prior approval from RSCL before taking the insurance. The insurable value of the equipment being supplied by RSCL shall be intimated to the Contractor for arranging the insurance.

38.3 It will be the responsibility of the Contractor to lodge, pursue and settle all claims with the insurance company in case of any damage, loss, theft, pilferage or fire during execution of Contract and RSCL shall be kept informed about it. The Contractor shall replace the lost/damaged materials promptly

irrespective of the under/full/non-settlement of the claims by the underwriters and ensure that the work progress is as per agreed schedules. The losses, if any in such replacement will have to be borne by the Contractor.

### **39.0 CONTRACTOR'S STORES , WORKSHOP & CONSTRUCTION EQUIPMENTS:**

39.1 The Contractor shall make his own arrangements for land for Stores and Workshops as required for storage of materials supplied and brought to site under the Contract at his own cost.

39.2 The Contractor shall bring to Site all Construction equipment, tools and tackles for the purpose of the works. All such equipment used for the purpose of the works, shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer-In-Charge. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

39.3 After the completion of the Works, the Contractor shall remove all Construction equipment, tools and tackles etc. from the Site under the direction of the Engineer-In-Charge. If the Contractor fails to remove such materials, within fifteen (15) days of issue of a notice by the Engineer-In-Charge to do so then the Engineer-In-Charge shall have the liberty to dispose-off such materials and credit the proceeds thereof to the account of the Contractor after deducting the cost of disposal and demurrage etc.

### **40.0 SURPLUS MATERIALS/EQUIPMENT (Excluding OSM):**

40.1 Bidder shall plan & execute the contract in a manner such that no surplus materials/Equipment is accumulated after completion of the contract.

40.2 Surplus Materials/Equipment including construction surplus of the civil works arising out of the contract, if any, the same shall be taken back by the contractor without any cost to RSCL.

40.3 In case RSCL has already paid towards such surplus Materials/Equipment, equivalent paid amount shall be recovered from the Invoices of the Contractors or from the Performance Bank guarantee.

40.4 However if the Surplus has arisen due to change in scope and within the BoQ finalise after survey, the Contractor shall return surplus materials/ equipment to the RSCL, which shall be decided mutually on case to case basis.

### **41.0 CONDITIONS FOR ISSUE OF OSM ITEM, IF ANY:**

41.1 Materials specified to be issued by RSCL will be supplied to the contractor by RSCL from his stores. It shall be the responsibility of the contractor to take delivery of the materials and arrange for its loading, transport and unloading at the site of work at his own cost. The materials shall be issued between the working hours and as per the rules of RSCL framed from time to time.

41.2 The contractor shall bear all incidental charges for the loading from Employer's Stores, Transportation, un-loading at Contractor Project Site, storage and safe custody of materials at site.

41.3 Materials/Equipment specified to be issued by RSCL shall be issued in standard sizes as obtained from the manufacture.

41.4 The contractor shall construct suitable godowns at the site of work for storing the materials safe against damage by rain, dampness, fire, theft etc. He shall also employ necessary watch and ward establishment for the purpose.

41.5 It shall be duty of the contractor to inspect the material supplied to his at the time of taking delivery and satisfy himself that they are in good condition. After the materials have been delivered by RSCL, it shall be the responsibility of the contractor to keep them in good condition and if the materials are damaged or lost, at any time, they shall be repaired and / or replaced by him at his own cost, according to the directions of the Engineer-in Charge.

41.6 The RSCL shall not be liable for delay in supply or non-supply of any materials, which RSCL has undertaken to supply where such failure or delay is due to natural calamities, act of enemies, transport and procurement difficulties and any circumstance beyond the control of RSCL. In no case, the contractor shall be entitled to claim any compensation or loss suffered by him on this account.

41.7 It shall be responsibility of the contractor to arrange in time all materials required for the works other than those to be supplied by RSCL. If, however, in the opinion of the Engineer-in-Charge the execution of the work is likely to be delayed due to the contractor's inability to make arrangements for supply of materials which normally he has to arrange for the Engineer-in Charge shall have the right, at his own discretion, to issue such materials. If available with RSCL or procure the materials from the market or elsewhere and the contractor will be bound to take such materials at the rates decided by the Engineer-in-Charge. This, however, does not in any way absolve the contractor from responsibility of making arrangements for the supply of such materials in part or in full, should such a situation occur, not shall this, constitute a reason for the delay in the execution.

41.8 None of the materials supplied to the contractor will be utilized by the contractor for manufacturing item, which can be obtained from standard manufacturer in finished form. The contractor shall, if desired by the Engineer-in-Charge be required to execute an indemnity bond in the prescribed form, for safe custody and accounting of all materials issued by RSCL.

41.9 The contractor shall furnish to the Engineer-in-Charge sufficiently in advance a statement showing his requirements of the quantities of the materials to be supplied by RSCL and the time when the same will be required by him for the works, so as to enable the Engineer-in-Charge to make necessary arrangement for procurement and supply of the material.

41.10 A daily account of the materials issued by RSCL shall be maintained by the contractor indicating the daily receipt, consumption and balance in hand. This account shall be maintained in a manner prescribed by the Engineer-in-Charge along with all connected.

41.11 Papers viz. requisition, issues etc. and shall be always available for inspection in the contractor's office at site.

41.12 The contractor should see that only the required quantities of materials are got issued. The contractor shall not be entitled to cartage and incidental charges for returning the surplus materials, if any, to the stores from where they were issued the place as directed by the Engineer-in-Charge.

41.13 Materials supplied by RSCL shall not be utilized for any other purpose (s) than issued for.

## **42.0 RECONCILIATION OF MATERIALS/EQUIPMENT:**

42.1 The Contractor shall prepare and submit every month, a material reconciliation statement to RSCL.

42.2 The Contractor shall also prepare and submit a detailed account of RSCL Issue materials, if any, received and utilized by him for reconciliation purpose to RSCL every month.

### **43.0 DEMURRAGE, WHARFAGE ETC.:**

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

### **44.0 SPARES (including Mandatory Spares):**

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

44.2 All the mandatory spares covered under the contract shall be supplied along with the main equipment and the delivery would be completed by the respective dates for the various categories of equipment as per the agreed Work Completion Schedule.

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

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

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

44.6 Warranty for spares:

The contractor shall warrant that all spares supplied will be new and in accordance with contract documents and will be free from defects in design, materials and workmanship and shall guarantee for 24 months from the scheduled date of commercial operation of the last unit of main equipment under the contract. In case of any failure in the original component / equipment due to faulty designs, materials and workmanship, the corresponding spare parts, if any, supplied will be replaced without any extra cost to RSCL unless a joint examination and analysis by RSCL and the contractor of such spare parts prove that the defect found in the original part that failed, can safely be assumed not to be present in spare parts. Such replaced spare parts will have the same warranty as applicable to the replacement made for the defective original part/ component provided that such replacement for the original equipment and the spare replaced are again manufactured together. The discarded spare parts will become the property of the contractor as soon as they have been replaced by the contractor.

44.7 The contractor shall guarantee the availability of spares to RSCL for the full life of the equipment covered under the contract.

44.8 Further in case of discontinuance of supply of spares by the contractor or his Vendors, the Contractor will provide RSCL with full information for replacement of such spares with other.

44.9 In case of emergency requirements of extra spares, the contractor would make every effort to expedite the manufacture and delivery of such spares on the basis of mutually agreed time schedule.

44.10 In case the contractor fails to supply the spares in accordance with the terms stipulated above, RSCL shall be entitled to purchase the same from alternate sources at the risk and the cost of the



contractor and recover from the contractor, the excess amount paid by RSCL over the rated worked out on the above basis. In the event of such risk purchase by RSCL, the purchases will be as per the works and procurement policy of RSCL prevalent at the time of such purchases and RSCL at his option may include a representative of the contractor in finalizing the purchases.

44.11 It is expressly understood that the final settlement between the parties in terms of the relevant clauses of the Bidding Documents shall not relieve the contractor of any of his obligations under the provision of availability of spares unless otherwise discharged in writing by RSCL.

#### **45.0 WORK COMPLETION SCHEDULE:**

45.1 The Bidder shall include in his proposal of program for supplying and erecting the Materials/equipment and associates Civil Works covered under the package/Works in the form of Work Completion Schedule (Bar Chart / PERT) identifying key activities of total work, such as Supply of Materials/Equipment, erection, Installation, Testing & Commissioning of all Materials/Equipment and associated Civil works under the Package/works within the contract completion period. The work completion schedule shall be reckoned from the date of issue of Letter of Award.

45.2 The Contractor shall submit Work Completion Schedule conforming to the delivery/erection dates for review and approval of RSCL.

45.3 The approved Work Completion Schedule submitted by the contractor shall form part of the contract agreement.

45.4 Subsequent to approval of revised BOQ based on the joint survey report & consequent Price Schedule, the LOA shall be amended including works completion schedule which shall be used for applying price reduction schedule.

45.5 The work completion schedule shall be revised if the reason of delay in completion of works is not attributable to the Contractor.

45.6 The zero date of the work completion schedule shall be considered as the date of Issue and serve of Notice to Proceed .

45.7 RSCL shall finalize the detailed schedule of works (PERT/BAR Chart) for the purpose of monitoring the works within the schedule completion period of the key mile stone activities at the signing of the contract agreement.

#### **46.0 UTILISATION OF ASH AND ASH PRODUCTS:**

As per gazette notification dated 14.09.1999 of Ministry of Environment & Forest (MOEF), if the working site is within 100 km radius of a coal based thermal power plant, bidder is required to use ash and ash products for construction of all site office, store shed, labour huts etc. upon award, and a compliance report with every bill is to be submitted.

#### **47.0 ACCESS TO SITE AND WORKS ON SITE:**

47.1 The possession of the Site shall be handed over to the Contractor by RSCL in reasonable time.

47.2 The RSCL shall have the necessary foundations to be provided by him ready, as per the agreed schedule for the execution of the individual phases of works.

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

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

#### **48.0 FACILITIES TO BE PROVIDED BY THE RSCL:**

48.1 Site for erection and commissioning works:

The RSCL shall make arrangement to provide Land (Site) for the erection and commissioning of the works. Any construction of temporary roads, offices, work- shop, etc shall be done by the Contractor at his own cost.

48.2 Electricity Power supply:

Contractor shall arrange power supply themselves at their own cost. However, RSCL , if required, will facilitate the supply of power from the respective DISCOMs at the cost of the Contractor.

48.3 Water Supply:

Supply of water shall be arranged by the contractor at their own cost.

48.4 The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. Similarly, responsibilities of getting clearance from Railway, NHAI, Forest, Water and other Statutory/Govt. bodies lie with the contractor at his risk and cost(except payment of statutory fees) . However, RSCL will facilitate the process for getting clearance and reimburse the Statutory Fee.

#### **49.0 LINES AND GRADES:**

All the works shall be performed to the lines, grades and elevations indicated on the drawings. The Contractor shall be responsible to locate and lay-out the works. Basic horizontal and vertical control points will be established and marked by the Engineer-In-Charge at site at suitable points. These points shall be used as datum for the works under the Contract. The Contractor shall inform the Engineer-In-Charge well in advance of the times and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer-In-Charge to enable the Contractor to proceed with his works. Any work done with out being properly located may be removed and/or dismantled by the Engineer-In-charge at Contractor's expense.

#### **50.0 CONSTRUCTION MANAGEMENT:**

50.1 The field activities of the Contractors working at Site, will be coordinated by the Engineer-In-Charge and the Engineer-In-Charge's decision shall be final in resolving disputes or conflicts between the Contractor and other Contractors and the tradesmen of RSCL regarding scheduling and coordination of work. Such decision by the Engineer-In-Charge shall not be a cause for extra compensation or extension of time for the Contractor.

50.2 The Engineer-In-Charge shall hold weekly meetings of all the Contractors working at Site, at a time and place to be designated by the Engineer-In-Charge. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decision of the Engineer-In-Charge and shall strictly adhere to those decisions in performing his works. In addition to the above weekly meeting, the Engineer-In-Charge may call for other meetings either with individual Contractors or with selected number of Contractors and in such a case the Contractors if called, will also attend such meetings.

50.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate such actions in writing to the Engineer-In-Charge, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.

50.4 The Engineer-In-Charge shall, however, not be responsible for provision of additional labour and/or materials or supply or any other services to the Contractor except for the coordination work between various Contractors as set out earlier.

#### **51.0 FIELD OFFICE RECORDS:**

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

51.2 Besides contractor shall also maintain stock records, MB Books, copies of MVACs, copies of JMCs, Test Reports and all other relevant documents as required under the contract for verification of RSCL.

#### **52.0 CODE REQUIREMENTS:**

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

### **(E) CONTRACTOR'S OBLIGATION:**

#### **53.0 FIRST AID:**

53.1 To deal with emergency /accidental eventualities at works site, the Contractor shall make all such arrangements necessary, such as services of an ambulance etc. for transportation to hospital at his own cost.

#### **54.0 PROTECTION OF MONUMENTS AND REFERENCE POINTS:**

54.1 The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, etc. which he may come across during the course of performance of his Works either during excavation or elsewhere, are properly protected and handed over to the Engineer-In-Charge. Similarly the Contractor shall ensure that the bench marks, reference points, etc, which are marked either with the help of Engineer-In-Charge or by the Engineer-In-Charge shall not be disturbed in any way during the performance of his Works. If any work is to be performed which disturbs such reference the same shall be done only after these are

transferred to other suitable locations under the direction of the Engineer-In-Charge. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## **55.0 WORK & SAFETY REGULATIONS:**

55.1 The Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to RSCL or to others, working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Engineer-In-Charge, as he may deem necessary.

55.2 The Contractor will notify well in advance to the Engineer-In-Charge of his intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals which may involve hazards. The Engineer-In-Charge shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the Contractor shall strictly adhere to and comply with such instructions. The Engineer-In-Charge shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. No claim due to such prohibition shall be entertained by RSCL and RSCL shall not entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per the Engineer-In-Charge's instructions. Further, any such decision of the Engineer-In-Charge shall not, in any way, absolve the Contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the Engineer-In-Charge, the Contractor shall use alternative methods with the approval of the Engineer-In-Charge without any cost implication to RSCL or extension of work schedule.

55.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948 and Petroleum and Carbide of Calcium Manual Construction of S/S and Transmission Line at various location in State of Odisha published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the Engineer-In-Charge. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.

55.4 All equipment used in construction and erection by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's Operation Manual and safety instructions and as per Guidelines/rules of RSCL in this regard.

55.5 Periodical examinations and all tests for all lifting/hoisting equipment & tackles shall be carried out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by the Engineer-In-Charge or by the person authorised by him.

55.6 The Contractor shall be fully responsible for the safe storage of his and his Sub-Contractor's radioactive sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, storage and handling of such material will be taken by the Contractor.

55.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by the Engineer-In-Charge who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

55.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practice/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.

55.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffolding etc. The scaffolding shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only, shall be used by the Contractor.

55.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to RSCL or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by RSCL to handle such fuses, wiring or electrical equipment

55.11 Before the Contractor connects any electrical appliances to any plug or socket belonging to the other Contractor or RSCL, he shall:

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

55.12 The Engineer-In-Charge will not grant permission to connect until he is satisfied that;

- a) The appliance is in good condition and is fitted with suitable plug;
- b) The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.

55.13 No electric cable in use by the Contractor/RSCL will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.

55.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Engineer-In-Charge and a permit to work shall be issued by the Engineer-In-Charge before any repair work is carried out by the Contractor. While working on electric lines/equipment, whether live or dead, suitable type and sufficient quantity of tools will have to be provided by the Contractor to electricians/workmen/officers.

55.15 The Contractors shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain his temporary electrical installation.

55.16 The Contractor employing more than 250 workmen whether temporary, casual, probationer, regular or permanent or on contract, shall employ at least one full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen, who will coordinate with the Project Safety Officer. In case of work being carried out through Sub-Contractors, the Sub-Contractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose. The name and address of such Safety Officers of the Contractor will be promptly informed in writing to Engineer-In-Charge with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the Contract.

55.17 In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Engineer-In-Charge in prescribed form and also to all the authorities envisaged under the applicable laws.

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

55.19 The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided in the above clause and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of price reduction schedule.

55.20 It is mandatory for the Contractor to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following:  
Safety Rules

- i. Each employee shall be provided with initial indoctrination regarding safety by the Contractor, so as to enable him to conduct his work in a safe manner.
- ii. No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.
- iii. Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.
- iv. Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas and adequate fire fighting equipment shall be provided at crucial location.
- v. Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.
- vi. There shall be a suitable arrangement at every work site for rendering prompt and sufficient first aid to the injured.
- vii. The staircases and passageways shall be adequately lit.
- viii. The employees when working around moving machinery, must not be permitted to wear loose garments. Safety shoes are recommended when working in shops or places where materials or tools are likely to fall. Only experienced workers shall be permitted to go behind guard rails or to clean around energized or moving equipment.
- ix. The employees must use the standard protection equipment intended for each job each piece of equipment shall be inspected before and after it is used.
- x. Requirements of ventilation in underwater working to licensed and experienced divers, use of gum boots for working in slushy or in inundated conditions are essential requirements to be fulfilled.
- xi. In case of rock excavation, blasting shall invariably be done through licensed blaster and other precautions during blasting and storage/transport of charge material shall be observed strictly.

55.21 The Contractor shall follow and comply with RSCL's Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservations. In case of any

discrepancy between statutory requirement and RSCL's Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

55.22 If the Contractor fails in providing safe working environment as per RSCL's Safety Rules or continues the work even after being instructed to stop work by the Engineer-In-Charge as provided in clause above, the Contractor shall promptly pay to RSCL, on demand by RSCL, compensation at the rate of Rs.5,000/- per day of part thereof till the instructions are complied with and so certified by the Engineer-In-Charge. However, in case of accident taking place, causing injury to any individual, the provisions contained here in shall also apply in addition to compensation mentioned in this clause.

55.23 If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by RSCL or under the applicable law for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other. Contractors or RSCL's employees or any other person who are at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to RSCL as per the following schedule:

- |    |  |                             |
|----|--|-----------------------------|
| a) | Fatal injury or accident causing death   | Rs. 25,00,000/- per person  |
| b) | Major injuries or accident causing 25% or more permanent disablement to Workmen or employees | Rs. 10 ,00,000/- per person |

(These are applicable for death / injury to any person, whatsoever)

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

55.24 If the Contractor observes all the Safety Rules and Codes, Statutory Laws and Rules during the currency of Contract awarded by RSCL and no accident occurs then RSCL may consider the performance of the Contractor and award suitable 'ACCIDENT FREE SAFETY MERITORIOUS AWARD' as per scheme as may be announced separately from time to time.

## **56.0 UNFAVOURABLE WORKING CONDITIONS:**

The Contractor shall confine all his field operations to those works, which can be performed without subjecting the equipment and materials to adverse effects during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the Contractor under conditions, which might adversely affect the quality and efficiency of the equipment thereof, unless special precautions or measures are taken by the Contractor in a proper and satisfactory manner in the performance of such Works and with the concurrence of the Engineer-In-Charge. Such unfavorable construction conditions will in no way relieve the Contractor of his responsibility to perform the Works as per the Work Completion Schedule for construction of S/S and associated Line at various location in State of Odisha.

## **57.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY:**

57.1 The Contractor shall be responsible for any damage resulting from his operations. He shall also be responsible for protection of all persons including members of public and employees of RSCL and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utility either above or below the ground.

57.2 The Contractor will ensure provision of necessary safety equipment such as barriers, signboards, warning lights and alarms, etc. to provide adequate protections to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer-In-Charge and RSCL of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all Construction of S/S and Transmission Line at various location in State of Odisha necessary arrangements with such RSCLs, related to removal and/ or replacement or protection of such property and utilities.

#### **58.0 CONTRACTOR'S AREA OF LIMITS:**

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

#### **59.0 SECURITY:**

59.1 The Contractor shall have total responsibility for all equipment and materials in his custody/ stores, loose, semi-assembled and/or erected by him at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Engineer-In-Charge in the prescribed manner.

#### **60.0 FIRE PROTECTION:**

60.1 The work procedures that are to be used during the erection shall be those, which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the Site at least once each day. Fuels, oils and volatile or inflammable materials shall be stored away from the construction and equipment and materials storage areas in safe containers. Untreated materials shall not at all be used at Site for any other purpose unless otherwise specified. If any such materials are received with the equipment at the Site, the same shall be removed and replaced with acceptable materials before moving into the construction or storage area.

60.2 Similarly, corrugated paper fabricated cartons etc. will not be permitted in the construction area either storage or for handling of materials. All such materials used shall be Construction of S/S and Line at various location in State of Odisha of waterproof and flame resistant type. All other materials such as working drawings, plans etc., which are combustible but are essential for the works to be executed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

60.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Sufficient no. of such trained personnel must be available at the Site during the entire period of the Contract.



60.4 The Contractor shall provide enough fire protection equipment of the types and numbers for the warehouses, office, temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times.

## **61.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR:**

### **61.1 Tools, tackles and scaffolding:**

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

### **61.2 Communication:**

The contractor will make his own arrangement for all his communication needs such as telephone, telex, fax, etc. at the site and residential area. RSCL will assist in getting the above facility, in case he finds any difficulty.

### **61.3 First-aid:**

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

61.3.2 The contractor will arrange, in case of any emergency, the services of an ambulance for transportation to the nearest hospital. RSCL will assist in getting above facility, in case he finds any difficulty.

### **61.4 Cleanliness:**

61.4.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed off in a place to be identified by the Engineer-In-Charge. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.

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

## **62.0 EMPLOYMENT OF LABOUR:**

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

62.2 All traveling expenses including provisions of all necessary transport to and from Site, lodging allowances and other payments to the Contractor's employees shall be the sole responsibility of the Contractor.

62.3 The hours of work on the Site shall be decided by RSCL and the Contractor shall adhere to it. Working hours will normally be eight (8) hours per day-Monday through Saturday.

62.4 The Contractor's employees shall wear identification badges while on work at Site.

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

62.6 Compliance with Labour Regulations:

62.6.1 During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all applicable existing labour enactments and rules made there-under, regulations, notifications and 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. The employees of the Contractor and the Sub-contractor in no case shall be treated as the employees of RSCL at any point of time.

62.6.2 The Contractor shall keep RSCL indemnified in case any action is taken against the RSCL by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations, or notifications including amendments.

62.6.3 If RSCL is caused to pay under any law as Employer RSCL such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Byelaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, RSCL shall have the right to deduct any money due to the Contractor under this contract or any other contract with RSCL including his amount of performance security for adjusting the aforesaid payment. The RSCL shall also have right to Construction of S/S and Transmission Line at various location in State of Odisha recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by RSCL.

62.6.4 Salient features of some major laws applicable to establishments engaged in building and other construction works:

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

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

c. Employee P.F. and Miscellaneous Provision Act 1952: The benefits under these are :

i) Pension or family pension on retirement or death, as the case may be.

ii) Deposit linked insurance on death in harness of the worker.

iii) Payment of P.F. accumulation on retirement/death etc.

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

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

f. Minimum Wages Act 1948: The RSCL is supposed to pay not less than the minimum Wages fixed by appropriate Govt. as per provision of the Act if the employment is scheduled employment.

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

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

i. Payment of Bonus Act 1965: The Act is applicable to all establishments employing 20 or more employees.

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

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

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

m. Child Labour (Prohibition & Regulation) Act 1986: The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations of employment of children in all other occupations and processes. Em ployment of Child Labour is prohibited in building and Construction Industry.

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

o. The Building and Other Construction Workers (Regulation of Employment and conditions of Service) Act 1996 and the Cess Act of 1996: All the establishments who carry on any building or other construction work and employ 10 or more workers are covered under this Act. The RSCL of the establishment is required to provide safety measures at the building Construction of S/S and Transmission Line at various location in State of Odisha or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near

the work place etc. The RSCL to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.

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

### **63.0 PROTECTION OF WORK:**

The Contractor shall have total responsibility for protecting his works till it is finally taken over by the Engineer-In-Charge. No claim will be entertained by RSCL or by the Engineer-In-Charge for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings, should any such damage to the Contractor's works occur because of any other party not being under his supervision or control. The Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works, the same shall be resolved with the Cooperation with other Contractors. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such dispute. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

### **64.0 DISCIPLINE OF WORKMEN:**

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

### **65.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES:**

65.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum Wages Act, 1948 and the Payment of Wages Act (both of the Government of Odisha and Govt. of India) and the rules made there under in respect of any employee or workman employed or engaged by him or his Sub-Contractor. The contractor shall indemnify RSCL against any or all such claim.

65.2 All registration and statutory inspection fees, if any, in respect of his work pursuant to this Contract shall be to the account of the Contractor. However, any registration, statutory inspection fees lawfully payable under any statutory laws and its amendments from time to time during erection in respect of the equipment ultimately to be owned by RSCL, shall be to the account of RSCL. Should any such inspection or registration need to be re-arranged due to the fault of the Contractor or his Sub Contractor, the additional fees to such inspection and/or registration shall be borne by the Contractor.

### **66.0 LIABILITY FOR ACCIDENTS AND DAMAGES:**

66.1 Under the Contract, the Contractor shall be responsible for loss or damage to the plant and personnel until the successful completion of commissioning.

## **67.0 SOLVING RIGHT OF WAY:**

67.1 The contractor should adhere to policy & internationally recognized standards (Indian Standards, British Standards, IEEE and IEC standards) in design and construction of facilities, laying of transmission lines, support infrastructure and in selection of equipment. Further, the contractor's endeavor should be to avoid habitations and densely populated areas while selecting route alignment.

67.2 Moreover, the contractor should also adhere to clearance norms prescribed in Indian Electricity Rules for: (a) clearance above ground for lowest conductor; (b) vertical clearance from buildings; (c) horizontal clearance from buildings; (d) minimum clearance between lines crossing each other ; and (e) minimum clearance prescribed for live equipment in outdoor sub stations.

67.3 The key social and environmental aspects that are / may be associated with the Project relate to RSCL's environment and social assessment, corporate environmental, social and health and safety management system and their implementation. In the context of the Project, the key social and environmental issues, which will have to be managed under environment and social management system include: impacts on households due to restrictions/ constraints in the proposed ROW, crop damage and loss of trees during construction / maintenance; employee and community health and safety impact during construction and operation; community consultation and engagement; labor working conditions including employee and contract labor health and safety; impacts due to emissions to soil, air and water during construction and operation ; and potential impacts on biodiversity and cultural heritage. However, the project's impacts are mostly short term, limited to the Projects its, reversible and limited impact, if unavoidable, on environmentally sensitive areas. Further, it is possible to readily design and implement engineering and management measures to mitigate adverse impacts.

67.4 The responsibilities of acquiring Right of Way (ROW) lies with contractor at his risk and cost. However, RSCL will make all endeavors to facilitate process of securing the ROW. The Acquisition of land for Sub- Stations shall be the sole responsibility of RSCL. Whereas the Contractor shall be responsible for securing the RoW for lines work , for getting clearances from Railway, NHAI, Forest, Water, and other Govt./Statutory bodies. All statutory fees for getting clearance shall be to RSCL's account.

## **68.0 LICENSE:**

68.1 **HT/MV LICENSE:** HT/MV license issued by the State Govt. Authority available with the Contractor is sufficient for the purpose of participation in the subject tender. In case the HT/MV license is not from the ELBO Odisha, Contractor license for execution of works is to be obtained from the Office of the EIC-CUM-PCEI, Odisha. However, the contractor should furnish the documents as a proof to RSCL, that they have applied to the issuing authority for issuing of Contractor License within 30 (thirty) days from the issue of LOA. In case the Contractor license application is not furnished within 30(thirty) Days from the issue of LOA, RSCL have the right to cancel the LOA.

68.2 **PROJECT LICENSE:** All electrical jobs shall be carried out only through contractors possessing valid project licenses from Odisha State.

## **69.0 OBTAINING OF STATUTORY APPROVAL:**

69.1 Unless otherwise specified in the Bidding Document, it shall be the CONTRACTOR'S sole responsibility to obtain all approvals from any authority (except for environment clearance) required under any statute, rule or regulation of the Central or Odisha State Government for the performance of the contract and / or the contractual work. The application on behalf of RSCL for submission to relevant

authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction / commissioning of the works is not delayed for want of the approval / inspection by the concerned authorities. The CONTRACTOR shall arrange for the inspection of the works by the authorities and will undertake necessary coordination and liaison required and shall not be entitled to any extension of time for any delay in obtaining such approvals.

69.2 Statutory fees, if any, paid for all such inspection and approvals shall be born by CONTRACTOR .

69.3 Any deficiency (ies) as pointed out by any such authority shall be rectified by the CONTRACTOR within the scope of relative supply and / or work at no extra cost to RSCL. The inspection and acceptance of the work by such authorities shall, however, not absolve the CONTRACTOR from any of its responsibilities under this contract.

## **70.0 FRAUD PREVENTION POLICY:**

70.1 The contractor along with their associate / collaborator / vendors/ consultants/ service providers shall strictly adhere to the fraud prevention policy of RSCL. The contractor along with their associates/ collaborators /sub-vendors/ consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise RSCL about any fraud or suspected fraud as soon as it comes to their notice.

## **71.0 MAN-POWER REPORT:**

71.1 The Contractor shall submit to the Engineer-In-Charge, on the first day of every month, detailed the man hours scheduled for the month, skill-wise and area-wise.

71.2 The Contractor shall also submit to the Engineer-In-Charge, on the first day of every month, a man-power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.

## **(F) CONTRACTOR'S CLOSEOUTS:**

### **72.0 RECONCILIATION OF ACCOUNTS:**

72.1 The Contractor shall prepare and submit every three(3) months, a statement covering payments claimed and the payments received vis-à-vis the works executed, for reconciliation of accounts with RSCL.

72.2 The Contractor shall also prepare and submit a detailed account of RSCL Issue materials received and utilized by him for reconciliation purpose in a format to be discussed and finalized with RSCL before the award of Contract.

### **73.0 PRE-COMMISSIONING TRIALS AND INITIAL OPERATIONS:**

The pre-commissioning trials and initial operations of the equipment furnished and erected by the Contractor shall be the responsibility of the Contractor as detailed in relevant clauses in Technical Specifications, Section GTC. The contractor shall furnish a list of all commissioning spares within 60 days from the date of letter of award and such list shall be reviewed by RSCL and agreed to. However such review and agreement will not absolve the contractor of his responsibilities to supply all

commissioning spares so that initial operation do not suffer for want of commissioning spares The Contractor shall provide, in addition, test instruments, calibrating devices, etc and labour required for successful performance of these trials. If it is anticipated that the above test may prolong for a long time, the Contractor's workmen required for the above test shall always be present at Site during such trials. The cost on account of all above shall be deemed to be included in the scope of the contractor at no extra cost to RSCL. These

spares will be received and stored by the contractor at least three month from the schedule date of commencement of trial operation of the respective equipment/ system utilized as and when required. The utilized spares and replaced parts, if any, at the end of successful completion of performance and guarantee test shall be the property of the contractor and the he will be allowed to take these parts back at his own cost with the permission of Engineer-In-Charge.

#### **74.0 TRIAL OPERATION:**

For Trial Operation, the system for a particular package, Sub-Station and Line shall be energized in presence of the representative of RSCL and same shall be maintained in energized condition for a period of at least twenty-four (24) hours. In case of any defect is observed, then such mutually agreed defect shall be liquidated within a maximum period of one week by the bidder. Thereafter, the system shall be maintained in energized condition.

#### **75.0 TAKING OVER:**

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

75.2 Upon successful completion of all the tests to be performed at site on equipment furnished and erected by the contractor, RSCL shall issue to the contractor a Taking Over Certificate as proof of the final acceptance.

75.3 Getting electrical inspector to inspect the plant and equipment is the responsibility of the Contractor. RSCL shall endeavor to facilitate for getting electrical inspector to inspect. However, the statutory fees shall be reimbursed by RSCL.

75.4 The work will be deemed to be completed when the entire works under the contract have been successfully supplied, erected, installed, commissioned, trial run and handed over.

### **G. RISK DISTRIBUTION:**

#### **76.0 RSCL'S LIEN ON EQUIPMENT:**

The RSCL shall have lien on all materials/equipment including those of the Contractor brought to the Site for the purpose of erection, testing and commissioning of the materials/equipment. The RSCL shall continue to hold the lien on all such equipment throughout the period of Contract for which payment has already been made by RSCL. No materials/equipment brought to the Site shall be removed from the Site by the Contractor and/or his Vendors without the prior written approval of the Engineer-In-Charge.

## **77.0 TRANSFER OF TITLE:**

77.1 Transfer of title in respect of equipment and materials supplied by the Contractor to RSCL pursuant to the terms of the Contract shall pass on to RSCL with transfer of negotiable documents to title.

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

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

## **78.0 DEFENCE OF SUITS:**

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

## **79.0 EMBOSSING / PUNCHING / CASTING:**

All equipment and materials supplied /erected under the Project shall bear distinct mark of “**RSCL, PKG No. & Year**” by a way of embossing / punching / casting. This should be clearly visible to naked eye.

## **80.0 REJECTION OF MATERIALS/EQUIPMENT:**

The equipment shall be supplied as per the GTP specified by RSCL and from approved manufacturer Vendors list of RSCL for this tender. For equipment for which GTP or selected Vendors is not specified by RSCL, the same shall be supplied only after obtaining approval from RSCL. In the event, any of the materials supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials / equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective materials free of cost to RSCL. If the Contractor fails to do so, RSCL may :

- i. At its option replace or rectify such defective materials/equipment and recover the extra costs so involved from the Contractor plus fifteen percent and / or.
- ii. Terminate the contract for balance work / supplies with enforcement of Price Reduction Schwdule Clause as per contract for the un-delivered materials and with forfeiture of Contract Performance Bank Guarantee.
- iii. Acquire the defective equipment / materials at reduced price considered equitable under the circumstances.



## **81.0 FRUSTRATION OF CONTRACT:**

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

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

81.2 In the event the parties shall mutually discuss to arrive at reasonable settlement on all issues including amounts due to either party for the work already done on “Quantum merit” basis, which shall be determined by mutual agreement between the parties.

## **82.0 EVENTS OF DEFAULT:**

Each of the following events or occurrences shall constitute an event of default (“Event of Default”) under the Contract:

(a) Contractor fails or refuses to deliver materials/equipment or to execute work conforming to the technical specifications or otherwise or fails to execute the works assigned to them within the period specified in LOA or any extension thereof.

(b) Contractor becomes insolvent or unable to pay its debts when due, or commits any act of bankruptcy, such as filing any petition in any bankruptcy, winding-up or reorganization proceeding, or acknowledges in writing its insolvency or inability to pay its debts; or the Contractor’s creditors file any petition relating to bankruptcy of Contractor;

(c) Contractor otherwise fails or refuses to perform or observe any term or condition of the Contract and such failure is not remediable or, if remediable, continues for a period of 30 days after receipt by the Contractor of notice of such failure from RSCL.

(d) Contractor fails or refuses to pay any amount due under the Contracts.

## **83.0 CONSEQUENCES OF DEFAULT:**

If an Event of Default occurs and would be continuing, RSCL may forthwith terminate the Contract by written notice.

In the Event of Default, RSCL may, without prejudice to any other right granted to it by law, or the Contract, take any or all of the following actions;

- i. present for payment, to the relevant bank the Contract Performance Bank Guarantee;
- ii. Recover any losses and / or additional expenses, RSCL may incur as a result of Contractor’s default.

## **84.0 FORCE MAJEURE:**

84.1 The term “Force Majeure” as employed herein include, acts of God or force of nature, landslide, earthquake, flood, fire, lightning, explosion, major storm (hurricane, typhoon, cyclone etc. ) or tidal wave, shipwreck and perils of navigation, act of war (declared or undeclared ) or public enemy, strike

(excluding employee strikes, lockouts or other industrial disputes or action solely among employee of Contractor or its sub-contractors ) act or omission of Sovereign States or those purporting to represent Sovereign States, blockade, embargo, quarantine, public disorder, sabotage, accident or similar events beyond the control of the parties or either of them.

Force Majeure shall not include occurrences as follows:

1. Late delivery of materials caused by congestion of Vendor's facilities or elsewhere, and oversold condition of the market, inefficiencies, or similar occurrences.
2. Late performance by Contractor and / or Vendor caused by unavailability of raw materials, supervisors or labour, inefficiencies of similar occurrences.
3. Mechanical breakdown of any item of Contractor's or its Vendor's equipment, plant or machinery.
4. Delays due to ordinary storm or inclement weather or
5. Non-conformance by Vendor.

Unless the delay arises out of a Force Majeure occurrence and is beyond both Contractor's and Vendor's or Contractor's control and an alternate acceptable source of services, equipment or material is unavailable. Additionally, Force Majeure shall not include financial distress of Contractor or any Vendor.

84. 2 In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the Contract, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts. Time for performance of the relative obligation suspended by Force Majeure shall then stand extended by the period for which the cause lasts.

84.3 Upon the occurrence of any Force Majeure event, the party so affected in the discharge of its obligation shall promptly, but no later than seven (7) days give written notice of such event to the other party. The affected party shall make every reasonable effort to remove or remedy the cause of such Force majeure or mitigate its effect as quickly as possible. If such occurrence results in the suspension of all or part of the work for a continuous period of more than 10(Ten) days, the parties shall meet and determine the measures to be taken.

84.4 Any delay or failure in performance by either party hereto shall not give rise to any claims for damages or loss of anticipated profits if and to the extent, such delay or failure is caused by Force Majeure.

#### **85.0 TERMINATION OF CONTRACT ON RSCL'S INITIATIVE:**

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

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

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

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

#### **86.0 CONTRACTOR'S DEFAULT:**

86.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable order given to him, in writing by the Engineer-In-Charge in connection with the works or shall contravene the provisions of the Contract, RSCL may give notice in writing to the Contractor to make good the failure, negligence or contravention complained of. Should the Contractor fail to comply with the notice within thirty (30) days from the date of serving the notice, then and in such case RSCL shall be at liberty to employ other workmen and forthwith execute such part of

the works as the Contractor may have neglected to do or if RSCL shall think fit, without prejudice to any other right he may have under the Contract to take the work wholly or in part out of the Contractor's hands and re-Contract with any other person or persons to complete the works or any part thereof and in that event RSCL shall have free use of all Contractors equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for fair wear and tear thereof and to the exclusion of any right of the Contractor over the same,

and RSCL shall be entitled to retain and apply any balance which may otherwise be due on the Contract by him to the Contractor, or such part thereof as may be necessary, to the payment of the cost of executing the said part of the works or of completing the works as the case may be. If the cost of completing of works or executing part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the price reduction schedule for delay, which the Contractor shall have to pay if the completion of works is delayed.

86.2 In addition, such action by RSCL as aforesaid shall not relieve the Contractor of his liability to price reduction schedule for delay in completion of works as defined in this Section.

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

#### **87.0 SUSPENSION OF WORK:**

87.1 The RSCL reserves the right to suspend and reinstate execution of the whole or any part of the works without invalidating the provisions of the Contract. Orders for suspension or reinstatement

of the works will be issued by the Engineer-In-Charge to the Contractor in writing. The time for completion of the works will be extended for a period equal to duration of the suspension.

87.2 Any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the works will be paid by RSCL, provided such costs are substantiated to the satisfaction of the Engineer-In-Charge. The RSCL shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor.

#### **88.0 DELAYS BY RSCL OR HIS AUTHORISED AGENTS:**

88.1 In case the completion of the Contract is delayed due to the reason(s) attributable to RSCL viz; handing over the sub-station Land, delay in approval of drawings due to extraneous reason etc, then the Contractor shall be given due extension of time for the completion of the works, to the extent of such delay.

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

88.3 In the event the contract period gets extended for whatsoever reason, the price reduction schedule with reference to milestone shall stand unless otherwise mentioned in such time extension letter issued by RSCL.

#### **89.0 INCENTIVE:**

89.1 Based on the approved work completion schedule (at the time of approval of joint survey), 0.5% of contract price shall be paid as incentive for early commissioning of the entire work per completed month w.r.t. approved work completion schedule (at the time of approval of joint survey), subject to overall limit of (Three) 3% of the total contract price.

### **H. RESOLUTION OF DISPUTES:**

#### **90.0 SETTLEMENT OF DISPUTES:**

90.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

90.2 If any dispute or difference of any kind, whatsoever, shall arise between RSCL and the Contractor arising out of the Contract for the performance of the Supply/works whether during the progress of the Supply/Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Engineer-in-Charge, who, within a period of thirty (30) days after being requested by either party to do so, shall give written notice of his decision to RSCL and the Contractor.

90.3 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the Supply/Works and shall forthwith be given effect to by the Contractor who shall proceed with the Supply/Works with all due diligence, whether he or RSCL requires arbitration as hereinafter provided or not.

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

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

## **91.0 ARBITRATION:**

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

91.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed as a Presiding Arbitrator by both the arbitrators in accordance with the Arbitration & Conciliation Act 1996. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

91.3 The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act 1996 or any statutory modification thereof. The place and venue of arbitration shall be at Rourkela.

91.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. The arbitrators may, from time to time, with the consent of all the parties, extend the time for making the award subject to provisions of the arbitration and conciliation Act 1996 and any amendment thereto. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

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

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

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

## **92.0 JURISDICTION OF COURT:**

92.1 The laws applicable to the Contract shall be the laws in force in India. The Honb'le Courts of Rourkela shall have exclusive jurisdiction in all matters arising under this Contract.

92.2 Writ Jurisdiction shall come under High Court of Odisha.

## **I. OTHER TERMS AND CONDITIONS:**

### **93.0 CONTRACTOR PERFORMANCE FEEDBACK AND EVALUATION SYSTEM:**

93.1 The RSCL has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals. In case the performance of the Contractor is found unsatisfactory on any of the following four parameters, the Contractor shall be considered ineligible for participating in future tenders of RSCL for a period as may be decided by RSCL.

- (i) Financial Status
- (ii) Project Execution and Project Management Capability.
- (iii) Engineering & QA Capability
- (iv) Claims & Disputes

### **94.0 INELEGIBILITY FOR FUTURE TENDERS:**

Notwithstanding the provisions specified in ITB, if a bidder after having been issued the Letter of Award, either does not sign the Contract Agreement pursuant to ITB or does not submit acceptable Contract Performance Bank Guarantee or does not execute this contract, such bidder may be considered ineligible for participating in future tender of RSCL for a period as may be decided by RSCL.

### **95.0 GRAFTS & COMISSIONS:**

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

**END-Section-III**

**VOLUME-I**  
**SECTION-IV**  
**BID PROPOSAL SHEETS (BPS)**

## **BID PROPOSAL SHEET**

Bidder's Proposal Reference No. and

Date: Bidder's Name & Address :

Contact Person :

Designation :

Telephone No. :

Fax No. :

Mobile No. :

E-mail :

To  
The Chief Executive Officer,  
Rourkela Smart City Limited,  
1<sup>st</sup> Floor RMC City Library  
Udit Nagar, Rourkela-769012.

**Sub:** Proposal for Engineering, Supply, Erection, Testing & Commissioning of  
..... on EPC/Turnkey Contract.

**Ref. : 1.**

**TENDER DOCUMENT REFERENCE NO.....**

**2. ....**

Dear Sir,

We, the undersigned Bidder having visited the Official e-Tender Portal of RSCL and having read and examined in detail the Tender Documents [e-NIT, Free View Documents (.pdf) and Bid Forms(in XLS formats)] including specifications of the package referred above, do hereby propose to engineer and supply including all types of test at manufacturer's works, ocean shipment, marine insurance, custom clearance, port clearance and handling, inland transportation, inland transit insurance, delivery to site, loading & unloading, storage, insurance during storage and inside site transportation and erect and commission of the materials/Equipment supplied under this contract including installation, performance testing and handing over to RSCL of the complete Construction of works on EPC/Turnkey contract basis.

We, agree to the following major terms and conditions of the tender;

### **2.0 PRICES AND VALIDITY:**

**2.1** We declare that the prices quoted in our proposal are in accordance with your "Instructions to Bidders" and as per the bid form (in .XLS formats) available in the Official tender Portal of RSCL.

The Input Tax Credit (ITC) available on inward supply of goods or services, or both, as the case may be for the contract has been fairly estimated and the benefit of the same has been fully adjusted while quoting the bid price.



All the basic prices(taxable value) of the price schedule are FIRM during the period of the contract (except for statutory variations in GST rates) in line with your bid documents.

- 2.3 All the prices and other terms and conditions of this proposal are valid for a period of 210 Ten) Days from the date of opening of the Technical (Part-I) bids.
- 2.4 The prices and the price components in line with the requirements of the bid documents Section-II of the Volume-III (Price Schedules) are keyed-In and uploaded in the Official e-Tender Portal of RSCL.
- 2.5 We hereby declare that our bid prices cover entire scope of the work to complete the work in accordance with Bid Documents.
- 2.6 We hereby declare that prices left blank or indicating “nil/zero/0/dash/-/Not Applicable/NA/any other notation other than price” in the Schedules will be deemed to have been included in the prices of other items/total quoted Bid Price.
- 2.7 If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy in the quantity mentioned by the bidder from the quantity mentioned in the tender the tendered quantity (BOQ) will prevail.
- 2.8 We do not anticipate any change in Ownership of company/firm. If at all and there would be a change in Ownership, we undertake that our obligation under the contract in case we become successful bidder, shall stand.

### **3.0 TAXES & DUTIES:**

- 3.1 We declare that towards the supply of goods & services by us, we will quote basic prices(taxable value) inclusive of Packing, Forwarding and Freight & Insurance excluding GST for each of the items quoted. Alongside the basic price(taxable value) quoted by us for each item, CGST plus OGST, or IGST, as the case may be, will also be quoted, which will be added to quoted basic price(taxable value) to indicate quoted final value. Tax Invoice shall constitute basic price, CGST plus OGST, or IGST, as the case may be, and such other details which are stipulated in CGST and OGST Rules, 2017. No transaction between RSCL and our vendors shall be recognized and the input credit on the supply of goods & services by our vendors shall be considered in the basic price(taxable value) quoted to RSCL.
- 3.2 However, any statutory variation in GST on package supply (and not on individual goods and services components) supplied by us during the contract period is to RSCL's account.
- 3.3 As regards the Income Tax, surcharge on Income Tax, statutory payments and other corporate taxes, we will be responsible for such payments to the concerned authorities.
- 3.4 The statutory deduction of taxes and duties at source as applicable, related to these works, shall be made by RSCL from our bills for which we cannot claim any reimbursement. TDS so deducted by RSCL shall be deposited by them with the relevant tax Authorities & TDS certificates shall be issued by RSCL wherever so required under the respective law.

#### **4.0 DEVIATIONS**

**4.1** We hereby declare that work shall be performed strictly in accordance with the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents except for the deviation detailed out exhaustively in the following sheet.

- (a) Commercial Deviations Attach 7.pdf
- (b) Technical Deviations Attach 8.pdf

Further, we confirm that any deviations found elsewhere in our proposal, other than those stated in above deviation sheet, shall not be given effect to. Deviation on account of better specification may be acceptable to RSCL, without any cost implication to RSCL.

However, we understand that any deviations with respect to the Technical Specifications & Commercial Terms and conditions specified in the Bidding Documents not acceptable to RSCL may render my bid non-responsive.

**4.2** We have read the following major provisions of the ITB & GCC and confirm that the specified stipulations of these provisions are acceptable to us irrespective of whatever has been stated to the contrary anywhere-else in our proposal.

- (a) Terms of Payment
- (b) Bid Security Declaration In lieu of Bid Security (EMD)
- (c) Contract Performance Bank Guarantee (CPBG)
- (d) Price Reduction
- (e) Price Basis & Payments
- (f) Guarantee Period
- (g) Contract Completion Period
- (h) Latent Defect Warranty
- (i) Incentive.

We further confirm that any deviations to the above clauses at Sl.No. (a) through (i) found anywhere in our bid proposal implicit or explicit shall stand unconditionally withdrawn, without any cost implications whatsoever to RSCL.

#### **5.0 TENDER COST, TENDER PROCESSING FEES AND BID SECURITY:**

**5.1** We have scanned and uploaded the Demand Draft(s)/Bank Guarantee /Other financial as applicable towards Tender Cost, Proof of Deposit of Tender Processing Fees. We have also submitted the above in original in a separate sealed envelope superscribing the Package/works No...., Bid ref. No. and Name.

**5.2** The details of the above Demand Draft(s)/Bank Guarantee/ Proof of Deposit of Tender Processing Fees are as follows;

Particulars	DD/BG No. & Date	Amount (In Rs.)	Issuing Bank
Tender Cost			
Tender Processing fees			

## **6.0 QUALIFICATION DATA:**

- 6.1 We confirm having uploaded(attachment.pdf)/keyed-in(Schedules) against the Technical and Financial qualification requirement on your official tender portal as per qualifying criteria specified in the Instruction to bidders, Vol.-I.
- 6.2 In case, you require any further information in this regard, before evaluation of our bid, we agree to furnish the original in time to your satisfaction.
- 6.3 We declare that the documentary evidence in support of the above qualifying requirement and the information filled by us in this regard are correct to the best of our knowledge and belief. We undertake that if any of these documentary evidence/information are found incorrect, our bid shall be liable for rejection, and in the event we emerge successful in the bidding process and are awarded the package/works, we will be liable for all consequential damages apart from termination of the contract.

## **7.0 OTHER STATUTORY DOCUMENTS:**

- 7.1 We have also uploaded (as an attachment .pdf) all the statutory documents mentioned in the ITB in support of the qualifying criteria.

## **8.0 BID CAPACITY:**

- 8.1 We confirm that we have uploaded (documents attachemnt.pdf)/Keyed-in the schedules to meet our bid capacity criteria. We undertake to abide by the bid capacity and award criteria assessed by RSCL as per the following bid capacity qualification, if found successful in the bidding process;
- 8.2 In case we participate through Joint Venture/Consortium, we and our partner together shall also agree to the above bid capacity criteria.

## **9.0 CONSTRUCTION OF CONTRACT:**

- 9.1 We understand that in case of award, the contract to be entered into shall be treated as single contract. Supply portion of the contract consisting of engineering, manufacturing, testing & inspection at manufacturer's works, packing, forwarding and transportation of equipment and materials, special tools & tackles and spares etc. from manufacturing works to project site including transit insurance as per Bidding documents. The Erection portion of the contract will relate to unloading, handing at site, storage, storage-cum-insurance and preservation at site, erection, Installation, testing, commissioning including all associated Mechanical, Electrical, Civil works and Construction of all associated Structural & architectural works etc. for Construction of Sub-Stations, Lines and other associated civil works as per bidding documents.
- 9.2 We further agree that if the contract is awarded to us it will be on single source responsibility basis and breach in any portion or part of one contract shall be construed as a breach of the other contract as well, which will confer on you the right to terminate the other contract, at our risk and cost.

## **10.0 WORK COMPLETION SCHEDULE:**

- 10.1 If this proposal is accepted by you, we agree to submit engineering data, provide services and complete the entire works from time to time in accordance with schedules uploaded in the tender portal of RSCL in line with the ITB and acceptable to RSCL.

**10.2** We fully understand that the time schedule stipulated in the proposal is the essence of the contract, if awarded. To this effect work completion schedule indicating key mile stones have been uploaded in the tender portal.

**10.3** We undertake to complete the works in a phased manner as per the work schedule agreed to RSCL.

**10.4** RSCL however reserves the right to re-schedule the completion period, if required.

#### **11.0 SIGNING OF THE CONTRACT AGREEMENT:**

**11.1** We undertake to sign the Contract Agreement as per the proforma mentioned in the ITB within **10(ten)** days of Letter of Award.

#### **12.0 CONTRACT PERFORMANCE BANK GUARANTEE:**

**12.1** (a) We agree that if our proposal is accepted, we shall provide an irrevocable Contract Performance Bank Guarantee (from list of Banks mentioned in the annexure to this documents) in non-judicial stamp paper of appropriate value (as per the prescribed format) within 30 (thirty) days from the date LOA issued in favour of the Rourkela Smart City Ltd . The Bank Guarantee amount shall be equal to three percent (3%) of the Contract Price. The bank guarantee shall be valid for 03months over and above work completion period plus Guarantee Period. If the work completion period gets extended the Contract Performance Bank guarantee shall be extended accordingly. We also agree to submit the additional CPBG equal to **three percent (3%)** of the cost of the major equipment (Reactors, CT, PT, Breakers, S/S Automation Equipment, Cables) to be supplied under the Contract valid for additional 36 Months over and above the initial CPBG period.

**(b)Deleted .**

**12.2** In case we have participated through Joint Venture/Consortium, the Contract Performance Bank Guarantee shall be 3% of the contract Price will be submitted by the lead partner on behalf of the Joint Venture/Consortium.

#### **13.0 PERFORMANCE GUARANTEE:**

**13.1** We Certify that all the material supplied under this contract are new and guaranteed to cover the guarantee period and shall conform to high standards of engineering and shall be capable of performing in continuous commercial operation in a manner acceptable to **RSCL**.

**13.2** We declare that the ratings and the performance figures/parameters of the equipment/ plant furnished & erected by us are guaranteed in line with the GTP and Technical Specifications of Volume-II to cover the entire guarantee period.

**13.3** We also undertake to take up the rectification/repair/replacement of materials or works, if any, during the defect liability period and latent defect liability.

#### **14.0 SELF DECLARATION FORM:**

**14.1** I/We, the undersigned do hereby declare that, I/We have never been blacklisted and / or there were no debarring actions against us for any default in executing the EPC/Turnkey Contract

or in the performance of the contract entrusted to us in any of the Electricity Transmission Utilities of India.

- 14.2** In the event of any such information pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid / contract shall be liable for rejection/ cancellation / termination without any notice at the sole discretion of RSCL.

**15.0 CHECK LIST:**

- 15.1** We confirm having enclosed a check list duly keyed-in Schedule of this proposal and confirm that all necessary data/information have been provided in our proposal as required in the bidding documents.

**16.0 ACKNOWLEDGEMENT OF DISCLAIMER:**

- 161 We undertake that we have conducted our own estimation and analysis and checked the accuracy, reliability and completeness of the information contained in the bid Document (Tender Notification, Free view Documents and Bid Forms) uploaded in the e-tendering portal and obtained independent advice from appropriate sources in our own interest for the purpose of bidding.
- 162 We understand that RSCL is not responsible for the e-Tender Portal of RSCL being temporarily unavailable due to any technical issue at any point of time. In that event RSCL will not be liable or responsible for any damages or expenses arising from any difficulty, error, imperfection or inaccuracy with this e-Tender Portal of RSCL.
- 163 We agree to follow the time table of e-tendering process and get the activities of e-tendering processes done well in advance so as to avoid any inconvenience.
- 164 We undertake that in case of technical error/ failure of e-Tender Portal of RSCL, we shall not challenge it by way of appeal, arbitration and in the Court of Law.

**17.0 DECLARATION:**

- 17.1** We, hereby declare that only the persons or firms interested in this proposal as principals are named herein and that no other person or firm other than those mentioned herein have any interest in this proposal or in the contract to be entered into if we are awarded the contract, and that this proposal is made without any connection with any other person, firm or party submitting a proposal and that this proposal is in all respect for and in good faith, without collusion or fraud.
- 17.2** Further, We hereby declare that we have gone through and understood the bid documents (including schedules in XLS available in the e-tender portal) in detail and tender portal instructions for the purpose of participating in the bidding process and enclose herewith attachments (in .pdf ) uploaded and Schedules (in XLS) Keyed-in both in line with the original document.

Dated this .....day of .....**20.....** at.....

Thanking you, we remain,

Yours faithfully,

Date :  
Place :  
(Designation).....  
(Common Seal).....

(Signature)  
(Printed Name).....

Business Address:

Country of Incorporation :( States or Provinces to be indicated) (Name & Address of the Principal Office)

**Enclosure:**

**A. Soft Form of Documents (Scanned Copy):**

Sl No	Description	.Pdf file reference
1	Documentary proof of payment of Tender cost, Tender Processing Fees through e-payment mode.	Attach 1.pdf
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium (In case of Bid from Joint Venture/ Consortium).	Attach 2.pdf
3	Following documents/Credential in support of meeting Technical Qualifying requirement: i. Work Orders/LOA (including detailed bill of quantity for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking Over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above. iv. Valid HT/MV Electrical License of the EPC/ Turnkey Contractor available from anywhere in India. (In case of Joint Venture/Consortium Valid HT/MV license available from anywhere in India possesses by the Lead partner).	Attach 3.pdf

4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 05(five) years. ii. MAAT Schedule (Fin-1) iii. Liquid Assets and Un-Utilised Credit Facility Schedule (Fin-2) iv. Net Worth Schedule (Fin-3) v. Bidder's Bid Capacity Schedule (Highest Project related Annual Turn Over (Fin-4) vi. Total Order Value of RSCL work in Hand (if any) (Fin-5)	Attach 4.Pdf
5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. IT PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate etc. vi. HT/MV License	Attach 5.pdf
6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). Note: The enclosed Schedules specified in the BPS are in the .XLS format and Attachment (in.pdf), the same shall be keyed-in/ uploaded by the Bidder in the tender portal separately.	Attach 6.pdf

7	Commercial Deviation Schedule to be submitted as per the prescribed format duly signed. (Annexure-XV)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-XIV)	Attach 8.pdf
9	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 9.pdf
10	Undertaking for piling foundation works as per the format (Annexure-XII)	Attach 10.pdf
11	Manufacturer (Vendor's) Authorization Form as per the format (Annexure-XI)	Attach 11.pdf
12	Self Declaration Form as per the format (Annexure-XIII)	Attach 12.pdf
13	Fraud Prevention Declaration as per the format (Annexure-X)	Attach 13.pdf
14	Affidavit of Bidder (Annexure-XVIII)	Attach 14.pdf
15	Any Other relevant documents < As per requirement of the tender>	Attach 15.pdf
16	Schedule of EFT Form	Attach 16.pdf

**B. Schedules (XLS format) in the e-Tender Portal of RSCL :**

Sl. No.	Particulars	Schedules in XLS format
1	Summary Price Proposal	Schedule-VIII

<b>SCHEDULE-I in XLS Format</b>		
<b>BIDDER's INFORMATION SHEET</b>		
ODISHA POWER TRANSMISSION CORPORATION LIMITED		
NOTICE INVITING TENDER-NIT NO	.....	
TENDER SPECIFICATION NO.	.....	
PACKAGE NO.	.....	
NAME OF THE PACKAGE/WORKS	“Construction of .....ON EPC/TURNKEY CONTRACT BASIS”.	
NAME OF THE BIDDER		
THE BIDDERS ARE REQUIRED TO FURNISH THE FOLLOWING DETAILS AS PER THE FORMAT GIVEN BELOW WHICH IS A MANDATORY REQUIREMENT FOR EVALUATION OF BIDS.		
Sl.No.	DETAILS	TO BE FILLED IN BY THE BIDDER
1	BIDDER'S NAME	
2	BIDDER'S SITE NAME (Name of the BUSINESS PLACE)	
3	ADDRESS	
4	CITY	
5	STATE	
6	COUNTRY	
7	PIN CODE	
8	PHONE NO.	
9	FAX NO.	
10	GST REGISTRATION NO.	
11	PAN NO.	
12	TAN NO.	
13	CONTACT PERSON'S NAME	
14	POSITION / DEPARTMENT OF CONTACT PERSON	
15	CONTACT PERSON'S E MAIL ID	
16	CONTACT PERSON'S PHONE NO. AND MOBILE NO.	
17	CONTACT PERSON'S FAX NO.	
18	DETAIL ADDRESS OF JOINT VENTURE/CONSORTIUM PARTNERS (IF ANY), WITH ALL THE ABOVE INFORMATION.	



19	BANK A/C PARTICULARS OF THE BIDDER FOR EFT PAYMENT	
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**SCHEDULE-II in XLS Format**

ACCEPTANCE OF IMPORTANT CONDITIONS		
1	With reference to bid proposal being submitted to RSCL against NOTICE INVITING TENDER-NIT NO. .... TENDER SPECIFICATION NO- .....Package/Works –....., we hereby confirm that we have read the provisions of the following clauses and that notwithstanding anything stated elsewhere to the contrary, we agree that the stipulations of these clauses are acceptable to us except those declared as “not agreed”.	
	<b>NAME OF THE BIDDER</b>	
	Bid Proposal Ref. No. .... Dated...	
	Bidder's Address:	
Sl. No	Terms & Conditions	<b>Declaration (Indicate Agreed / Not Agreed)</b>
(a)	Bid Security Declaration	
(b)	Contract Performance Bank Guarantee	
(c)	Deleted	
(d)	Deleted	
(e)	Terms of Payments	
(f)	Bid Validity Period	
(g)	Performance Guarantee and Latent Defects Warranty	
(h)	Work Completion Period	
(i)	Execution of Agreement	
(j)	We hereby undertake to agree to all other terms and conditions of the tender for the purpose of consideration of our bid.	
Note:	Any deviation to the above clauses at Sl. No. (a) through (j) found anywhere in our bid proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to RSCL.	

**SCHEDULE-III in XLS Format****CHECK LIST**

**(ATTACHMENT TO BID PROPOSAL SHEET AND KEYED-IN  
SCHEDULES)**

<b>ROURKELA SMART CITY LIMITED (RSCL)</b>			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Date</b>			
The following attachments(files in PDF format) and schedules in .XLS are attached to bid proposal sheet and Keyed –In (Mandatory)			
<b>Sl. No.</b>	<b>Description</b>	<b>File name</b>	<b>(Indicate YES / NO)</b>
1	DD/BG/ Banker's Cheque or other financial instrument Documentary evidence of e-payment as applicable towards Tender Cost, and Proof of Deposit of Tender Processing Fees.	Attach 1.pdf	
2	i. Power of Attorney /notarized copy for signing the bid document. ii. Joint Venture/Consortium Agreement & Power of Attorney of Joint Venture/Consortium (In case of Bid from Joint Venture/Consortium).	Attach 2.pdf	
3	Following documents/Credential in support of meeting Technical QR requirement: i. Work Orders (including detailed bill of quantity both for supply & erection works) ii. Commissioning Certificate/ Handing Over and Taking over Certificate/Client Certified copies of completion certificate in respect of the work orders furnished as above. iii. Performance Certificate in respect of the work orders furnished as above. iv. Valid HT/MV Electrical License of the EPC/Turnkey Contractor (In case of Joint Venture/Consortium Valid HT/MV license of any one of the partner).	Attach 3.pdf	
4	Scanned copy of Documents/credential in support of meeting the Financial QR: i. Audited Annual Accounts for last 05(five) years. ii. Annual Turn Over of the Bidder(s) duly certified by Chartered Accountant (CA) with UDIN. iii. Un-utilized Credit facilities certificate from the Banker.	Attach 4.Pdf	

5	Scanned copies of Statutory Documents; i. Certificate of Incorporation. ii. PAN. iii. IT Return of last three years. iv. GST Registration Certificate. v. EPF Registration Certificate etc.	Attach 5.pdf	
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6	Covering Letter of Bid Proposal Sheet (BPS) duly signed by the authorized signatory of the Bidder(s). <b>Note: The enclosed Schedules specified in the BPS are in the .XLS format, the same shall be keyed-in by the Bidder and documents in .pdf uploaded as an attachment in the tender portal separately.</b>	Attach 6.pdf
7	Commercial Deviations Schedule to be submitted as per the prescribed format duly signed. (Annexure- XX)	Attach 7.pdf
8	Technical Deviation Schedule to be submitted as per the prescribed format duly signed and uploaded (Annexure-XIX)	Attach 8.pdf
9	Work Completion Schedule to be signed and uploaded as per the format (Annexure-XVI)	Attach 9.pdf
10	Undertaking for pilling foundation work as per the format (Annexure-XV) < <b>If Applicable to this tender</b> >	Attach 10.pdf
11	Manufacturers Authorization form as per the format (Annexure-XIV)	Attach 11.pdf
12	Under taking for Black listing and debarring action as per the format (Annexure-XVII)	Attach 12.pdf
13	Fraud Prevention Declaration as per the format (Annexure-XIII)	Attach 13.pdf
14	Affidavit of Bidder	Attach 14.pdf
15	Any Other relevant documents	Attach 15.pdf
16	Schedule of EFT Form	Attach 16.pdf
17	Bidders information	Schedule-I
18	Acceptance of Important Condition of the Contract	Schedule-II
19	Check List	Schedule-III
20	Table- Tech-I	Schedule-IV
21	Table- FIN No 1, 2, 3 , 4 & 5	Schedule-V
22	Guaranteed Technical Particulars (GTP)	Schedule-VI
23	Components of Price	Schedule- (VIIA, VIIB, VIIC
24	Summary Price Proposal	Schedule-VIII

## SCHEDULE-IV & V in XLS Format

<b>ROURKELA SMART CITY LIMITED (ODISHA)</b>			
PACKAGE NO: ..... - “Construction of .....ON EPC/TURNKEY CONTRACT BASIS”.			
REF- NOTICE INVITING TENDER-NIT NO. ....-Package – .....			
<b>(Qualifying Requirement Data Applicable for Bidders Seeking Qualification under Section-ITB of Bid Documents)</b>			
To Chief Executive officer Rourkela Smart City Ltd .Rourkela . Dear Sir,  PACKAGE : No..... -“Construction of .....ON EPC/TURNKEY CONTRACT BASIS” & against the subject Package to satisfy the requirements of Section-ITB, we confirm that we meet the qualifying requirement specified in Bidding Documents. The details of which are given below:			
<b>NAME OF THE BIDDER</b>			
<b>Bid Proposal No. / Dated</b>			
Sl No	Description	Bidder's response	(Indicate the .pdf file(s) and Schedules to be referred)
<b>A. Technical Qualification:</b>		<b>YES/NO</b>	
1	<b>Work Experience as per format (TECH-1)</b> Note: Please indicate Name of Client, Address, Phone No., Fax No. and e-mail address, Date of issue of LOA/ work order, Date of Completion/commissioning/ Hand Over and Taking Over and Date of issue of performance certificate for satisfactory operation by the client/ Handing Over and taking Over Certificate.		<b>Schedules</b>
2	<b>Documentary evidence pertaining to the Work Experience as mentioned in format (TECH-1)</b>		<b>Attachment</b>
<b>B. Financial qualification:</b>			
1	<b>Financial Qualifying Criteria as per format (Fin-1, Fin-2 and Fin-3)</b> Note: Please fill up the schedules.		<b>Schedules</b>
2	<b>Bid Capacity as per format (Fin-4 &amp; Fin-5)</b>  Note: Please fill up the schedules.		<b>Schedules</b>
3	<b>Documentary evidence pertaining to above Financial Qualifying Criteria as mentioned in the format (Fin-1, Fin-2 , Fin-3 , Fin-4 &amp; Fin-5))</b>		<b>Attachment</b>
<b>C. STATUTORY DOCUMENTS REQUIRMENT QUALIFICATION</b>			
1	All the statutory documents required under the ITB of the Tender shall be scanned and upload as an attachment to qualify the bid		<b>Attachment</b>

**NOTE:**

- 1) In Case bid is submitted as a Joint Venture /Consortium as per Condition stipulated in QR, the schedule is required to be filled in respect of both the partners separately.
- 2) Bidder has to strictly follow the above schedules uploaded in .XLS format of the e-Tender Portal of RSCL to establish their qualifying requirement along with the attachments.
- 3) Besides, the Bidder are also required to key-in the schedules in .XLS formats separately in respect of GTP- Schedule-VI, Component of Price – Schedule VIIA, VIIB, VIIC., Summary of Price Proposal-Schedule-VIII, which are uploaded in the Official e-Tender Portal of RSCL for consideration of their bid proposal.(Please refer Section-II of Volume-II on GTP and Section-II of Volume –III on Price Proposal of the bid documents).

## **SECTION : V**

## **ANNEXURES**

# **CONTENTS**

<b>ANNEXURE</b>	<b>DESCRIPTION</b>
<b>I</b>	Proforma of Bank Guarantee for Bid Security (EMD)
<b>II</b>	Proforma of Bank Guarantee for Contract Performance(CPBG)
<b>III</b>	Proforma of Extension of Bank Guarantee
<b>IV</b>	Proforma of Bank Guarantee for Inception Cost
<b>V</b>	Proforma of Indemnity Bond
<b>VI</b>	Proforma of Contract Agreement
<b>VII</b>	Proforma for evidence of availability of credit facilities
<b>VIII</b>	Proforma of Joint Venture/Consortium Agreement.
<b>IX</b>	Proforma of Power of Attorney for Joint Venture/Consortium
<b>X</b>	Proforma of Acceptance of Fraud Prevention Policy
<b>XI</b>	Proforma of Manufacturer's Authorization
<b>XII</b>	Proforma of Undertaking Piling Works
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<b>XIV</b>	Technical Deviation Sheet
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<b>XVII</b>	List of Banks from which Bank Guarantee can be accepted.
<b>XVIII</b>	Affidavit of the Bidder

# ANNEXURE –I

**PROFORMA OF BANK GUARANTEE FOR BID SECURITY (EMD)**  
**(To be Stamped in accordance with Stamp Act and the Non-Judicial Stamp Paper of appropriate value should be in the name of Issuing Bank)**

**Ref No:** .....

**Bank Guarantee No.** .....

**Date:**.....

**BG Amount:**.....

**Validity Period:**.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the Rourkela Smart City Limited, Udit Nagar Rourkela , Rourkela, a SPV company constituted under the Companies Act-2013 (hereinafter called RSCL) has invited Tender vide e-NIT No..... Dated..... for the purpose of ..... work under Package(s) No...../ purchase of ----- .

1. Now, therefore, in accordance with Notice Inviting Tender (e-NIT) No..... Dated ..... of RSCL, Ms/Shri.....Address..... Wish / wishes to participate in the said tender and as a Bank Guarantee for the sum of Rs..... [ Rupees in **words**----- ] valid for a period of .....days is required to be submitted by the bidder, as per Tender Specification, we the ..... ) [indicate the name, Address & Code of the bank] [hereinafter referred to as “Bank”] at the request of Ms/Shri..... [hereinafter referred to as “Bidder”] do hereby unequivocally and unconditionally guarantee and undertake to pay during the above said period on written request by the <Rourkela Smart City Limited the “Tender Issuing Authority”,having Address Rourkela Smart City Ltd . 1<sup>st</sup> Floor RMC City Library Udit , Rourkela 769012 an amount not exceeding Rs..... to RSCL., without any reservation. The guarantee would remain valid up to ..... [Date] and if any further extension to this is required, the same will be extended on receiving instruction from -----  
-----  
--- on whose behalf this Bank Guarantee has been issued.

2. We, the [indicate the name of the Bank, Address, Code] do hereby further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RSCL. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees in words.....)
3. We undertake to pay to RSCL any money so demanded notwithstanding any dispute or disputes so raised by the bidder in any suit or proceeding instituted/pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so



made by us under this bond shall be a valid discharge of our liability for payment thereunder and the bidder shall have no claim against us for making such payment.

4. We, the Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of days [in words]..... (as per Tender Specification) and it shall continue to be so enforceable till all the dues of RSCL under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till RSCL certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said bidder and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us or our Branch Office at Rourkela <Mention Name, Address & Code of the Branch Office at Rourkela of Issuing Bank> in writing on or before we shall be discharged from all liability under this guarantee thereafter.
5. We the Bank further agree with RSCL that RSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by RSCL against the said Bidder and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension granted to the Bidder or for any forbearance, act or omission on the part of RSCL or any indulgence by RSCL to the said Bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.
6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and/or of the Bidder.
7. We [indicate the name of Bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of RSCL in writing.
8. We, the Bank (Name, Address & Code) further agree that this guarantee shall also be invokable at our place of business at ----- Branch of Rourkela (indicate Name, Address & Code of the Branch at Rourkela ) in the State of Odisha.”

**“Notwithstanding anything contained herein”**

- a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----) only.
- b) This Bank guarantee shall be valid up to -----.
- c) We or our Branch at Rourkela <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at-----  
-  
- Branch of Rourkela a written claim or demand on or before .....,

The Bank Guarantee is issued in paper form and Advice transmitted through with required details to the beneficiary's advising bank (STATE Bank OF India Rourkela, IFSC Code SBIN 0007474) A/C NO 36450132867.

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature .....  
Full name .....  
Designation .....  
Power of Attorney No. ....  
Date.....  
Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

(1)

Signature .....  
Full name .....

(2)

Signature .....  
Full name .....

N.B.:

2. Name of the Bidder.: .....
3. BG No & Date :.....
4. Amount (In Rs.):.....
5. Validity up to :.....
6. E-NIT No.....
7. Package/Works No.....
8. Name, Address & Code of Issuing Bank:.....
9. Name, Address & Code Rourkela Branch of the Issuing Bank:.....
10. The Bank Guarantee shall be accepted after getting verification ..

# ANNEXURE –II

## PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE (CPBG)

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper of appropriate value should be in the name of the Issuing Bank.)

Ref No:- .....

Bank Guarantee No. ....

Date: .....

BG

Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Code No.....

Whereas the Rourkela Smart City Ltd . 1<sup>st</sup> Floor RMC City Library Udit , Rourkela 769012, a SPV company constituted under the Companies Act-2013 (hereinafter called RSCL) has issued Letter of Award (LOA) No..... Dated..... for the purpose of ..... work under Package No..... (herein after called “the Agreement”) to

M/s/Shri ..... , Address..... (herein after called the “Contractor”) for supply, erection, installation & commissioning and associated civil works under the above LoA and whereas RSCL has agreed (1) to exempt demand of security deposit under the terms and conditions of the LOA (2) to release payment of the cost of the Contract Price to the Contractor on furnishing by the Contractor to RSCL a Contract Performance Bank Guarantee (CPBG) of the value of 3% of the Contract Price of the said Agreement.

1. Now therefore, in accordance with the terms and conditions of LOA No.

dated for the due fulfillment by the said Contractor of the terms and

conditions contained in the said agreement, on production of a Bank Guarantee for Rs. (Rupees ) only, we the bank [Indicate bank Name , Address & Code ] (hereinafter referred to as “the Bank”) at the request of M/s/Shri contractor do hereby undertake to pay to RSCL, an amount not exceeding Rs. (Rupees ) only .

2. We, the Bank [indicate the name of the Bank, Address & Code] do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from RSCL. Any such demand made on the bank shall be conclusive as regards the amount due and

payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees-  
----- In Words).

3. We, the ..... Bank also undertake to pay to RSCL any money so demanded not withstanding any dispute or disputes raised by the Contractor in any suit or proceeding instituted / pending before any court or tribunal relating thereto, our liability under this present being absolute and irrevocable. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor shall have no claim against us for making such payment.

4. We, the \_\_\_\_\_ Bank further agree that the guarantee herein contained shall remain in full force and effect during the aforesaid period of \_\_\_\_ days and it shall continue to be so enforceable till all the dues of RSCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till RSCL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us or our Branch Office at Rourkela <Mention Name, Address & Code of the Branch Office at Rourkela of issuing Bank> in writing on or before ..... (Date), we shall be discharged from all liability under this guarantee thereafter.

5. We, the \_\_\_\_\_ Bank [indicate the name of the Bank, Address & Code] further agree with the Board that RSCL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time or performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by RSCL against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Bid and we shall not be relieved from our liability by reason of any such variation postponement or extension being granted

to the said contractor(s) or for any forbearance, act or omission on the part of RSCL or any indulgence by RSCL to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style or constitution of the Bank and/or of the contractor(s).

7. We, the \_\_\_\_\_ Bank [indicate the name of the bank, Address & Code] lastly undertake not to revoke this guarantee during its currency except with the previous consent of RSCL in writing.

8. We, the \_\_\_\_\_ Bank (Name, Address & Code) further agree that this guarantee shall also be invocable at our place of business at **Rourkela** (indicate Name, Address & Code of the Branch at Rourkela) in the State of Odisha.

### **“Notwithstanding anything contained herein”**

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----  
-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Rourkela** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at-----  
---- Branch of Rourkela a written claim or demand on or before

.....,

The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (State Bank of India **Rourkela**, IFSC Code SBIN0007474 A/C 36450132867 ).

Dated, the \_\_\_\_\_ Day of \_\_\_\_\_

For \_\_\_\_\_ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power Of Attorney.....

Dated.....

Seal of the Bank.....

**WITNESS: (SIGNATURE WITH NAME AND ADDRESS)**

1. Signature.....

Full Name.....

2. Signature.....

Full Name.....

N.B.:

1. Name of the Contractor.: .....

2. BG No & Date :.....

3. Amount (In Rs.):.....

4. Validity up to :.....

5. LOA No.....

6. Package No.....

7. Name, Address & Code of Issuing Bank:.....

8. Name, Address & Code of Rourkela Branch of the Issuing Bank:.....

11. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

# ANNEXURE-III

## PROFORMA OF EXTENSION OF BANK GUARANTEE

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper should be in the name of the issuing Bank)

Ref No:- ..... Date:- .....

Sub: Extension of Bank Guarantee No. ....for Rs. ....  
favouring yourselves, expiring on .....on account of M/s.  
..... in respect of LOA No. .... dated  
..... (hereinafter called original Bank Guarantee).

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

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

### “Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----  
-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Rourkela** <Mention Name, Address & Code.....> shall be liable to  
pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at-----  
---- Branch of Rourkela a written claim or demand on or before  
.....,

The Bank Guarantee extension is issued in paper form with required details to the beneficiary's  
advising bank (State Bank of India Rourkela, IFSC Code SBIIN0007474).  
Dated this ..... Day of .....20..... at .....

For .....[Indicate name of the Bank]

Signature.....

Full Name .....

Designation .....

Power Of Attorney No.....

Seal of the Bank.....

**NOTE :** i) SFMS advice as per details below.

# ANNEXURE-IV

## PROFORMA BANK GUARANTEE FOR INCEPTION COST

(To be stamped in accordance with Stamp Act and the Non-Judicial stamp paper should be in the name of Issuing Bank.)

Ref No:- .....

Bank Guarantee No. ....

Date: .....

BG Amount:.....

Validity Period:.....

This Guarantee Bond is executed this..... day of ..... by us the..... Bank at ..... , P.O..... , Dist....., State..... and Pin Code No.....

1. Whereas the Rourkela Smart City Ltd . 1<sup>st</sup> Floor RMC City Library Udit , Rourkela 769012 Rourkela, a SPV company constituted under the Companies Act-2013 (hereinafter called RSCL) has signed the contract with M/s/Shri ..... , Address..... (herein after called the “Contractor”) following Letter of Award (LOA) No..... Dated..... (herein after called “the Contract Agreement”) for supply, erection, installation and commissioning and associated civil works of Sub-stations and lines.[.....(Give details of the Work)]

2. In consideration of RSCL, which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators and assigns, having signed the Contract bearing No..... dated ..... (herein after called the 'Contract Agreement') with M/s..... which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns and the 'RSCL' having agreed to make an advance payment to the Contractor for performance of the above Contract amounting to ..... (in words and figures) as inception cost against Bank Guarantee to be furnished by the Contractor.

3. We, the Bank .....(Name of the Bank) do hereby guarantee and undertake to pay to RSCL, immediately on demand any or, all monies payable by the Contractor to the extent of Rs. .... at any time up to ..... ( this date shall be ninety 90 days over and above the scheduled date of completion period mentioned in the LOA), without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by RSCL on the Bank shall be conclusive and binding notwithstanding any difference between RSCL and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till RSCL discharges this guarantee.

4. This guarantee shall remain in full force from the date upon which the said advance payment is received by the contractor. Any claims to be made under this Guarantee must be received by the Bank during its period of validity i.e. on or before \*(year, month, date).



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

6.We, the Bank, having Branch at Rourkela < Name , Address and Code > further agree that, this guarantee shall also be invokable at our place of business at ----  
----- Branch of Rourkela in the State of Odisha.

“Notwithstanding anything contained herein”

a) Our liability under the bank guarantee shall not exceed Rs.------(Rupees in words-----  
-----) only.

b) This Bank guarantee shall be valid up to -----.

c) We or our Branch at **Rourkela** <Mention Name, Address & Code.....> shall be liable to pay guaranteed amount or any part thereof under this guarantee only if you serve upon us at-----  
---- Branch of Rourkela a written claim or demand on or before

.....,  
The Bank Guarantee extension is issued in paper form with required details to the beneficiary’s advising bank (State Bank of India Rourkela, IFSC Code SBIIN0007474).

For\_\_\_\_\_ ( Indicate the name of the Bank )  
Dated this ..... Day of .....20..... at .....  
Signature.....

Full Name.....

Designation.....

Power Of Attorney No.....

Dated.....

Seal of Bank.....  
WITNESS

.....

(Signature) (Signature)

.....

(Name) (Name)

.....

(Official Address)

(Designation with Bank Stamp)

N.B:-

- 1 Name of the Contractor.: .....
2. BG No & Date :.....
3. Amount (In Rs.):.....
4. Validity up to :..... 5.
- LOA No.....
6. Contract Agreement No.....
7. Name, Address & Code of Issuing Bank:.....
8. Name, Address & Code Rourkela Branch of the Issuing Bank:.....
11. The Bank Guarantee shall be accepted after getting SFMS advice as per details below.

# ANNEXURE - V

## PROFORMA OF INDEMNITY BOND

(On non-Judicial stamp paper of appropriate value) **INDEMNITY BOND**

THIS INDEMNITY BOND is made this..... day of ..... 20 .....by M/s/ Shri..... and Address ..... a Company registered under the Companies Act, 1956 or 2013/ Partnership Firm/ Proprietary Concern having its Registered Office at

.....(hereinafter called as ‘Contractor’” which expression shall include its successors and permitted assigns) in favour of Rourkela Smart City Ltd ., a SPV Company incorporated under the Companies Act, 2013 having its Office at RMC City Library Udit Nagar , Rourkela (hereinafter called “RSCL” which expression shall include its successors/administrator and assign)

:

WHEREAS THE RSCL has awarded to the Contractor vide its Letter of Award/Contract Agreement No..... dated..... and its Amendment No..... and Amendment No. .... (applicable when amendments have been issued) (hereinafter called the “Contract”) for .....in terms of which the Contractor is to supply the Materials/Equipment at work site of RSCL, in consideration of payment received against such Materials/Equipment from RSCL and also for Owners Supplied Materials (OSM).

AND WHEREAS Such Materials/Equipment are required to be delivered , erected and commissioned by the contractor at contractor’s site 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 ..... RSCL \*\*\* for the purpose of performance of the Contract.

NOW THEREFORE, This Indemnity Bond witnesseth as follows:

1. That in consideration of various Materials/Equipment as mentioned in the Contract, valued at Rs. .... (Rupees.....) delivered by the Contractor and remaining in their custody for the purpose of execution of the Contract, the Contractor hereby undertakes to indemnify and shall keep ..... RSCL \*\*\* indemnified, for the full value of the Materials/Equipment. The Contractor hereby acknowledges receipt of payment against the Materials/Equipment as supplied by the Contractor and it is expressly understood by the Contractor that in consideration of the fact that materials/equipment is in their custody for execution of the contract, the said Materials/Equipment duly endorsed by ..... RSCL \*\*\* in favour of the Contractor shall be construed as handing over of the Materials/Equipment purported to be covered by such title documents and the Contractor shall hold such Materials/Equipment in trust as a Trustee for and on behalf of ..... RSCL \*\*\*.

2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/ protection and custody of the Materials/Equipment at ..... \*\*\* project Site against all risks, whatsoever till the Materials/Equipment are duly used/ erected in accordance with the terms of the Contract and the Plant/ Package duly erected and commissioned in accordance with the terms of the Contract is taken over by RSCL. The Contractor undertakes to keep RSCL harmless against any loss or damage that may be caused to the Materials/Equipment.
3. The Contractor undertakes that the Materials/Equipment shall be used exclusively for the performance/ execution of the Contract strictly in accordance with its terms and conditions and no part of the Materials/equipment shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal/ penal consequences.
4. That RSCL is and shall at all times remain the exclusive RSCL of the Materials/Equipment free from all encumbrances, charges or liens of any kind, whatsoever. The Materials/Equipment shall at all times be open to inspection and checking by Engineer- in-Charge of the work to be performed by the Contractor under the said contract and/or any officer or agents authorised by him in this regard. Further, RSCL shall always be free at all times to take possession of the Materials/Equipment that are likely to be endangered, misutilised or converted to uses other than those specified in the Contract, by any acts of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds himself and undertakes to comply with the directions or demand of RSCL to return the Materials/Equipment without any demur or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage occurs to the Materials/Equipment or any part thereof is mis-utilised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge / Authorised / officer/representative of RSCL as to assessment of loss or damage to the Materials/Equipment shall be final and binding on the Contractor. The Contractor binds itself and undertakes to replace the lost and/or damaged Materials/Equipment at his own cost and/ or shall pay the amount of loss to RSCL without any demur, reservation or protest. This is without prejudice to any other right or remedy that may be available to RSCL against the Contractor under the Contract and under this Indemnity Bond.

NOW THE CONDITION of this Bond is that the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of RSCL. The above Bond shall be void after all the obligations under this Bond are fulfilled by the Contractor, otherwise, it shall remain in full force and virtue.

IN WITNESS WHERE OF, the Contractor has hereunto set its hand through its authorized representative under the common seal of the Company, the day, month and year first above mentioned.

### **SCHEDULE**

Particulars	Quantity	Value of the Materials/Equipment
Materials/Equipment to be supplied under the Contract		
OSM Materials/Equipment handed over under the Contract		

#### WITNESS

For and on behalf of

M/s.....

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

Authorised representative \$

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

\$ Indemnity Bonds are to be executed by the authorised person and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the company with authority to execute Indemnity Bond, (iii) In case of (ii), the original Power of Attorney specifically executed for this Contract should be attached to Indemnity Bond.

\*\*\* to insert the designation of the Authorised Person appointed by the by RSCL for this purpose.

## **ANNEXURE-VI**

### **PROFORMA OF CONTRACT AGREEMENT**

(To be executed on non-judicial stamp paper)

#### **CONTRACT AGREEMENT**

Agreement No. -----

THIS **CONTRACT** Agreement No.----- (**the CONTRACT**) is made on the ..... Day of -----, between, The Rourkela Smart City Limited , **Rourkela – 769 012** (hereinafter called “**RSCL**” & also referred to as “**RSCL**” which expression shall include its successor, administrator and assigns) of one part and **M/s. -----** (hereinafter called “the Contractor”) of the other part.

Whereas **RSCL** desires the contractor to execute the contract, for Supply, Erection. , Installation, Testing & Commissioning and associated civil works of ----- (Scope of Package/ Works) as per “**Bid No (e-NIT)**”....., and Tender document for **Package/Works No.....**”

and has accepted the bid of the Contractor for the execution of this contract a for **sum of RS.-----** --/- (**RUPEES ----- ONLY**) (hereinafter called “**the contract price**”).

NOW THE AGREEMENT WITNESSTH AS FOLLOWS:-

1.0 In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the tender document referred to above.

2.0 The following documents shall be deemed to form and be read and construed as part of this agreement,

- 2.1 e-NIT, Pre-bid Amendment/errata/corrigendum/ addendum etc., if any, e-tender Document (ITB, General Conditions of Contract, Annexures, Schedules, BPS etc.).
- 2.2 Scope of Works and Specifications of the equipment as per Volume-II.
- 2.3 Accepted Technical Bid.
- 2.4 Accepted Price Bid.
- 2.5 Letter of Award No. including BOQ & Price Schedule.
- 2.6 Any letters of clarifications issued by **RSCL** prior to the Award of Contract except to the extent of repugnancy.
- 2.7 All the materials, literature, guaranteed data and information of any sort given by the Contractor along with his bid, subject to the approval of **RSCL**.
- 2.8 Any agreed variations of the conditions of the documents and General conditions of Contract.
- 2.9 Contract Agreement.
- 2.10 Approved Work Completion Schedule (PERT/BAR Chart)
- 2.11 Revise BOQ based on the Survey Report & Price Schedule.
- 2.12 Approved GTP, Drawings, and Designs etc. under the contract.

3.0 In Consideration of the payments to be made by RSCL to the contractor as hereinafter mentioned, the contractor here by covenants with RSCL to execute the contract and to remedy the defects there in, in conformity & in all respects as per the provision of the tender specification & instructions given from time to time by RSCL.

4.0 The RSCL here by covenants to pay the contract price **RS. -----/-(RUPEES ----- ONLY)** to the contractor, in consideration of the performance, execution of the contract and the remedying of defects there in, the contract price or such other sum as may become payable under the provisions of the contract in the manner prescribed by the contract.

5.0 The Terms and procedure of payment according to which RSCL will reimburse the contractor as per the Tender Specification No. “....., **and Payment Clause**”

6.0 CPBG No: for Rs. (Rupees Only) issued by (bank name and address) and valid up to submitted for the aforesaid contract.

7.0 Price Schedule:

Sl No	Description	BASIC PRICE (Taxable Value) In Rs	CGST @9% plus OGST@9% or IGST@18% in Rs.	TOTAL PRICE in Rs.
1				
2				
3				
4				

**Total Contract Price R/O: Rs. (Rupees\_ ) only .**

8.0 The Time of completion shall be < ( )> months from the date of issue of the LOA against the **Package/Works No”**. .....

9.0 The approval of PERT/ BAR CHART (Project Completion Schedule) forms part of the Agreement, as time is the essence of the contract.

10.0 This agreement shall be subject to jurisdiction of the Hon“ble High Court of Odisha and Courts at Rourkela to the exclusion of all other Courts.

IN WITNESS whereof, the parties hereto, caused this agreement to be duly executed at Rourkela, Dist : Sundargarh , Odisha in accordance with the prevailing laws on the day and year first above written.

For & on behalf of the Contractor: For & on behalf of RSCL

Tender Issuing Authority,  
Central Procurement Cell  
(CPC)

M/s. RSCL – Udit Nagar  
(Address):- Rourkela – 769012

(Empowered officer)

(Power of Attorney holder)

**In the Presence of**

1. Witness – 1 1. Witness – 1  
(Name & Address) (Name & Address )

2. Witness – 2 2. Witness – 2  
(Name & Address) (Name & Address)



## ANNEXURE-VII

### PROFORMA FOR BANK BALANCE, FIXED DEPOSITS AND AVAILABILITY OF CREDIT FACILITIES

#### **BANK CERTIFICATE**

This is to certify that M/s. .... (Full Name & Address), who are submitting their bid to **RSCL** against their Tender Specification vide Ref. No.....& Date .....is our Customer for the past..... Years.  
Their financial transactions with our Bank have been satisfactory. Their Current A/c Balance & Fixed Deposit Balance as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF ACCOUNT(CURRENT/ FD/RD/ANY OTHER)	ACCOUNT NUMBER	BALANCE as on Dt..... (Rs. in Cr)

They enjoy the following fund based and non fund based limits (Cash Credit, Bank Guarantees, L/C and other credit facilities) with us against which the extent of utilization as on <Date> <Month> <Year> is also indicated below:

SL.NO.	TYPE OF FACILITY	SANCTIONED LIMIT AS ON DATE	UTILISATION AS ON DATE	AVAILABLE AS ON DATE (Rs. in Cr)

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

Sd/-

Name of

Bank.....

Name of Authorised Signatory.....

Designation .....

Phone No.....

Address .....

SEAL OF THE BANK.

N.B. : To be issued by the Issuing Bank in their Letter Head.

## **ANNEXURE-VIII**

### **PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

**(On Non-Judicial Stamp Paper of Appropriate Value to be  
Purchased in the Name of Joint Venture/Consortium)**

JOINT VENTURE/CONSORTIUM AGREEMENT BETWEEN ..... AND  
..... FOR BID SPECIFICATION NO.....OF (RSCL)

THIS JOINT VENTURE/CONSORTIUM AGREEMENT executed on this .....day of  
.....Two thousand and .....between M/s.....  
.....a company incorporated under the laws of ..... and having its  
Registered Office at..... (hereinafter called the  
“Lead Partner” which expression shall include its successors, executors and permitted assigns) and  
M/s..... a company incorporated under the laws of  
..... and having its Registered Office at (hereinafter called the “Other  
Partner” which expression shall include its successors, executors and permitted assigns) for the  
purpose of making a bid and entering into a contract (in case of award) against the Tender  
Specification No.:..... for Supply, Erection, Installation, Testing &  
Commissioning and Associated Civil Works under the Package/Works No:..... of RSCL,  
aSPV , having its Office at RSCL Office, 1<sup>st</sup> RMC City City Library Udit Nagar , Rourkela  
(hereinafter called the “RSCL”).

WHEREAS RSCL invited bids as per the above mentioned Specification for the engineering, supply  
and erection, testing and commissioning of Equipment/ Materials including associated civil works  
stipulated in the bidding documents under subject Package/works No.....

AND WHEREAS Qualification Requirement of the Bidder as per Instruction To Bidder (ITB),  
forming part of the bidding documents, stipulates that a Joint Venture/Consortium of two qualified  
firms as partners, meeting the requirement for the bid as applicable may bid, provided the Joint  
Venture/Consortium fulfills all other requirements jointly and in such a case, the BID shall be signed  
by the Lead partners legally bind both the Partners of the Joint Venture/Consortium, who will be  
jointly and severally liable to perform the Contract and all obligations thereunder.

AND WHEREAS the Joint Venture/Consortium agreement shall be attached to the bid and the  
contract performance guarantee will be submitted separately as per the format enclosed with the  
bidding document without any restriction of liability for either party.

AND WHEREAS the bid has been submitted to RSCL vide Bid Proposal No .....dated ....by Lead  
Partner based on the Joint Venture/Consortium agreement between the Partners under these presents  
and the bid in accordance with the requirements of Qualification Requirement of the Bidders, has  
been signed by the partners.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

In consideration of the above premises and agreement both the Partners to this Joint Venture/Consortium do hereby now agree as follows:

1. In consideration of the award of the Contract by RSCL to the Joint Venture/Consortium partners, we, the Partners to the Joint Venture/Consortium agreement do hereby agree that M/s..... shall act as Lead Partner and further declare and confirm that we shall jointly and severally be bound unto RSCL for the successful performance of the Contract and shall be fully responsible for the engineering, supply, erection and successful performance of the equipment and workmanship in accordance with the Contract.
2. In case of any breach of the said Contract by the Lead Partner or other Partner, we do hereby agree to be fully responsible for the successful performance of the Contract and to carry out all the obligations and responsibilities under the Contract in accordance with the requirements of the Contract.
3. Further, if RSCL suffers any loss or damage on account of any breach in the Contract or any shortfall in the performance of the Materials/equipment and Works in meeting the performance guaranteed as per the specification in terms of the Contract, the Partner(s) of these presents undertake to promptly make good such loss or damages caused to RSCL, on its demand without any demur. It shall not be necessary or obligatory for RSCL to proceed against Lead Partner to these presents before proceeding against or dealing with the other Partner.
4. The financial liability of the Partners of this Joint Venture/Consortium agreement to RSCL, with respect to any of the claims arising out of the non-performance of the obligation set forth in the relevant conditions of the Contract shall, however, not be limited in any way so as to restrict or limit the liabilities of any of the Partners of the Joint Venture/Consortium agreement.
5. It is expressly understood and agreed between the Partners to this Joint Venture/Consortium agreement that of each of the Partners shall be as delineated hereunder.
  - a. the sharing of responsibilities and obligation.
  - b. Extent of participation of each party in the Joint Venture/Consortium.
  - c. Commitment of each party to furnish the Performance Security to the extent of his participation in the Joint Venture/Consortium.
  - d. Responsibility of each Partner of Joint Venture/Consortium (in terms of Physical and Financial involvement).
  - e. Working Capital arrangement of Joint Venture/Consortium.
  - f. Provision that NEITHER party of the Joint Venture/Consortium shall be allowed to sign, pledge, sell or otherwise dispose all or part of its respective interests in Joint Venture/Consortium to any party including existing partner (s) of the Joint Venture/Consortium. The RSCL derives right for any consequent action (including blacklisting) against any or all Joint Venture/Consortium partners in case of any breach in this regard.
  - g. Management Structure of Joint Venture/Consortium with details.

- h. Lead Partner to be identified who shall be empowered by the Joint Venture/Consortium to incur liabilities on behalf of Joint Venture/Consortium and to receive instructions for and on behalf of the Partners of Joint Venture/Consortium, whether jointly or severally, and entire execution of contract (including Payment) shall be Carried out exclusively through lead partner.
  - i. the Profit Sharing Ratio of the partners of the Joint Venture/Consortium.
6. This Joint Venture/Consortium agreement shall be construed and interpreted in accordance with the laws of India and the courts of Rourkela/ (Odisha) shall have the exclusive jurisdiction in all matters arising there under.
  7. In case of an award of Contract, We the Partners to the Joint Venture/Consortium agreement do hereby agree that we shall be jointly and severally responsible for furnishing a contract performance security from a bank in favour of RSCL in the forms acceptable to RSCL for value of 3% of the Contract Price in the profit sharing ratio of our share in the Joint Venture/Consortium Agreement.
  8. It is further agreed that the Joint Venture/Consortium agreement shall be irrevocable and shall form an integral part of the Contract, and shall continue to be enforceable till RSCL discharges the same. It shall be effective from the date mentioned above for all purposes and intents.

IN WITNESS WHERE OF the Partners to the Joint Venture/Consortium agreement have through their authorized representatives executed these presents and affixed Common Seals of their companies, on the day, month and year mentioned above.

1. Common Seal.....of **For Lead Partner** has been affixed in my/our pursuant to the Board of Director's dated.....

(Signature of authorized resolution representative)

Signature..... Signature  
 Name..... Name  
 Designation..... Designation (Common  
 Seal of the company)

2. Common Seal.....of **For Other Partner** has been affixed in my/our pursuant to the Board of Director's dated.....  
 (Signature of authorized representative)

Signature..... Signature  
 Name..... Name  
 Designation..... Designation  
 (Common Seal of the company)

#### WITNESS

1. Signature  
 : Name:  
 Official Address:
2. Signature  
 : Name:  
 Official Address:

## **ANNEXURE – IX**

### **PROFORMA OF POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM**

**(On Non –Judicial Stamp Paper of Appropriate value  
to be Purchased in the Name of JOINT VENTURE/CONSORTIUM)**

#### **POWER OF ATTORNEY FOR JOINT VENTURE/CONSORTIUM**

KNOW ALL MEN BY THESE PRESENTS THAT WE, the Joint Venture/Consortium Partners whose details are given hereunder.....have formed a Joint Venture/Consortium under the laws of Intra India and having our Registered Office (s) / Head Office (s) at .....(each hereinafter called the ‘Joint Venture/Consortium’ partly which expression shall unless repugnant to the context or meaning thereof, include its respective successors, administrators and assign(s) and now acting through M/s.....being the lead Partner in-charge do hereby constitute, nominate and appoint M/s.....a company incorporated under the laws of India and having its Registered/Head Office at .....as our duly constituted lawful Attorney (hereinafter called “Attorney” or “Authorised Representative” or “lead Partner in Charge”) to exercise all or any of the powers for and on behalf of the Joint Venture/Consortium in regard to specification No.....for construction of .....Package of Rourkela Smart City Limited ( hereinafter called the “RSCL”) and the bids for which have been invited by RSCL, to undertake the following acts

1. To submit proposal and participate in the aforesaid Bid – Specification of RSCL on behalf of the “Joint Venture/Consortium”.
2. To negotiate with RSCL the terms and conditions for award of the contract pursuant to the aforesaid Bid and to sign the contract with RSCL for and on behalf of the “Joint Venture/Consortium”.
3. To do any other act or submit any document related to the above.
4. To receive, accept and execute the contract for and on behalf of the “Joint Venture/Consortium”.
5. To receive payment on behalf of the Joint Venture/Consortium.
6. To submit Bank Guarantee on behalf of the Joint Venture/Consortium.

It is clearly understood that the Partner in –charge (Lead Partner) shall ensure performance of the contracts (s) and if one or more Partner fail to perform their respective portion of the contracts (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 Latent Defect Period in terms of the contract.

The Joint Venture/Consortium partners hereby agree and undertake to ratify and confirm all the actions whatsoever the said Attorney/ Authorised Representative / Partner in-charge takes.

It is proposed on behalf of the Joint Venture/Consortium by virtue of this Power of Attorney and the same shall bind the Joint Venture/Consortium as if done by itself.

IN WITNESS THEREOF the Partners Constituting the Joint Venture/Consortium as aforesaid have executed these presents on this .....day of .....under the Common Seal (s) of their Companies.

for and on behalf of  
the Partners of Joint Venture/Consortium  
.....

The Common Seal of the above Partners of the Joint Venture/Consortium:

The Common Seal has been affixed there unto in the presence of:

**WITNESS**

1.0 Signature .....  
Name .....  
Designation.....  
Occupation.....

2.0 Signature .....  
Name .....  
Designation.....  
Occupation.....

# ANNEXURE – X

## **PROFORMA OF ACCEPTANCE OF FRAUD PREVENTION POLICY**

Name of Package/Works:

E-NIT Ref. No:

To

The Chief Executive Officer,  
Rourkela Smart City Limited,  
1<sup>st</sup> Floor RMC City Library  
Udit Nagar, Rourkela-769012.

Ladies and / or Gentleman,

We have read the contents of the Fraud Prevention Policy of RSCL displayed on its tender website [https://tendersodisha.gov.in/nicgep/app\\_in\\_and](https://tendersodisha.gov.in/nicgep/app_in_and) undertake that we along with our associates / collaborator / Vendor/sub-vendors/ consultants / service providers shall strictly abide by the provisions of the fraud prevention policy of RSCL.

Yours Faithfully,

Date:

Place:

(Signature) .....

Printed Name) .....

(Designation) .....

(Common Seal) .....

This form shall be duly filled-up, signed by the bidder & uploaded as an attachment.

# ANNEXURE – XI

## **Proforma Of Manufacturer's Authorization**

(To be filled in non-judicial stamp paper of worth Rs.100/-)

To :

WE M/s , manufacturers of equipment for  
..... having production facilities at \_ , do hereby authorize M/s <Name of the Bidder>  
to submit a bid and subsequently sign the Contract, if he becomes successful against e-NIT  
No..... and Tender Specification No.....

We hereby extend our full guarantee, warranty and latent defects liability period for the above  
specified Material/ Equipment offered by the bidder, M/s .....against the  
above e-NIT/ Tender Specification. We also hereby authorize the said bidder to act on our behalf in  
fulfillment of these guarantee, warranty and latent defects liability obligation. We, the Manufacturer  
will make our technical and engineering staff fully available to the successful Bidder, on a  
reasonable and best effort basis, in fulfilling the performance of all its obligations to RSCL under  
the Contract.

For and on behalf of the Manufacturer.

Signed : .....

Date .....

Place .....

(Signature) .....

Printed Name) .....

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment).

**Note:** Proforma Of Manufacturer's Authorization(ANNEXURE – XI ) submitted on letter Pad of  
the Manufacturer shall be acceptable for tender evaluation subject to an undertaking by the  
bidder(s) that they will submit the same in non-judicial stamp paper of worth Rs.100/- prior  
to placing of order, in the event of award of the contract.



## ANNEXURE – XII

### **Proforma Of Undertaking for Piling Foundation Works**

(To be filled in non-judicial stamp paper of worth Rs.100/-)

To:

WE M/S / Shri , an established and reputed firm having registered office at , do hereby authorize M/s.

\_\_\_\_\_ to submit a bid, and subsequently negotiate and sign the Contract with you against the bidding document for piling foundation works including the plant and equipment or other services provided by us.

We hereby extend full guarantee and warranty for the above specified work by the Bidder against these Bidding Documents, and duly authorize said Bidder to act on our behalf in fulfilling these guarantee warranty obligation. We also hereby undertake that we and M/s.

\_\_\_\_\_ (Name) to stand by for warranty / defects liability. We will make our technical and engineering staff fully available to the successful Bidder to assist the Bidder, on a reasonable and best effort basis, in the performance of all its obligations to RSCL under the Contract.

We hereby submit documents in support of experience, capability and capacity for execution of piling works.

For and on behalf of the firm.

Signed : .....

Date .....

Place .....

#### **Signature of Bidder**

(Signature) .....

(Printed Name) .....

(Designation) .....

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

## ANNEXURE – XIII

### PROFORMA OF SELF DECLARATION- BLACK LISTING/ DEBARRING ACTION

(To be filled in non-judicial stamp paper of worth Rs.100/- and to be Notarized)

Name of the Bidder: -----

e-Tender Notice No: -----

Sir,

1. I/We, the undersigned do hereby declare that, I/We have never failed to perform satisfactorily in any work of RSCL/ Govt. Of Odisha /Central Govt./ in any Govt. funded Project during last three financial years (and the current financial year) and / or I/We **do not have any litigation with RSCL** and we do not stand currently debarred/blacklisted by any of the Electricity Transmission Utility / Generation Utility /RSCL / Govt. Of Odisha/ Central Govt. of India.
2. Further, I/We, the undersigned do hereby declare that, I/We have not been declared as Insolvent or referred to National Company Law Tribunal (NCLT) under the Insolvency and Bankruptcy Code (IBC), 2016.
3. In the event, any information is found out contrary to the above either during the finalisation of the tender or during the execution of the contract, My/Our bid / contract shall be liable for rejection / cancellation / termination without any notice with forfeiture of EMD/CPBG at the sole discretion of RSCL.

Yours faithfully,

Place-

Date-

Signature of the bidder

With seal

**Note: The bidder shall also disclose, if he was debarred/black listed by any utility in the past and if the debar/blacklisting order was subsequently withdrawn by the utility suo-moto or set aside by any court order.**

(This form shall be duly filled-up, signed by the bidder (including each of the Joint Venture/Consortium partner) & uploaded as an attachment)

## ANNEXURE – XIV

### TECHNICAL DEVIATION SHEET

**Bidder's Name & Address**

**To**

The Chief Executive Officer.  
Rourkela Smart Limited 1<sup>st</sup>  
Floor RMC city Library  
Rourkela.769 012

Ref.:

1. E- NIT No:.....
2. Package/Works Ref. No: .....

**Sub: Technical Deviation Sheet.**

Dear Sirs,

The following are the Technical Deviations and exceptions from the specifications and documents for the subject package/works. These deviations are exhaustive, except for these deviations, the entire package/works shall be performed as per your specifications and documents.

Volume/Clause	Ref./Page No.	As specified in the Technical Specification	Technical deviations , if any

- Note: 1. Continuation sheets, of like size and format, may be used as per Bidder's requirements and annexed to this Schedule.**
- 2. The deviations, if any, shall be brought out separately for each of the equipment/Materials/works.**
  - 3. Deviations mentioned other than the above shall constitute Nil/No deviation.**

**Date: (Signature) .....**

**Place: (Printed Name) .....**

**(Designation) .....**

**(Common Seal) .....**

**(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)**

## **ANNEXURE – XV**

### **COMMERCIAL DEVIATION SHEET**

**Bidder's Name & Address**

**To**

The Chief Executive Officer.  
Rourkela Smart Limited 1<sup>st</sup>  
Floor RMC city Library  
Rourkela.769 012

.

Ref.:

1. E- NIT No:.....
2. Package/Works Ref. No: .....

**Sub: Commercial Deviation Sheet.**

**Dear Sirs,**

We hereby undertake to execute the work without any deviation to the Commercial terms and conditions of the Package/Works contained in the tender specifications.

<b>Sl. No.</b>	<b>Tender Clause Reference</b>	<b>Page Ref. No.</b>	<b>Commercial Deviation, if any</b>

Date: **(Signature of the Bidder)**

Place: ( Printed Name) .....

(Designation)

..... (Common

Seal) .....

**Note: 1. Deviations, if any, mentioned elsewhere shall constitute Nil/No deviation.**

***(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment as a token of acceptance towards the NIL/NO deviation to the Commercial Terms and Conditions)***

**ANNEXURE – XVI**  
**(Work Completion Format)**

**PACKAGE/WORKS: .....** - Construction of ..... ON EPC/TURNKEY  
**CONTRACT BASIS”.**

Bidder's Name & Address:

**To**

The Chief Executive Officer .  
Rourkela Smart Limited 1<sup>st</sup>  
Floor RMC city Library  
Rourkela.769 012

Dear Sir,

We hereby declare that the following work completion schedule shall be followed by us in furnishing, erecting and commissioning the Construction of ..... against Package/Works Ref No:..... and e-NIT No. ...., in the State of Odisha.

The period of various activities reckons from “the date of Letter of Award (LOA)” to us. However, total duration for completion of work shall be within **<06(Six)> Months from the date of issue of LOA.**

Sl. No.	Stages of Supply & Works	Bidder to submit number of Days from the date of issue of LOA/NOA i.e. ZERO-“0” date for the key mile stone activity to be Completed (in Days)
1	Acknowledgement of LOA/NOA	0-7
2	Signing of Contract Agreement	0-30
3	Detailed Technical Survey of works and submission of	30- 45
4	Finalisation of BOQ after Survey	30-60
5	Supply of Materials/Equipment at Site (To be supplied in a	60-120
6	Civil works of the Package/Works (To be executed as per the PERT/BAR Chart)	60-120
7	Erection & installation work of the Package/Works (To be executed as per the	60-120
8	Testing and Pre-Commissioning	120-150
9	Charging of Substation & Lines	150-165
10	Handing Over of Substation and Lines	165-180

(Authorised Signatory)

**Note: 1. The works completion schedule shall be revised based on the approval of joint survey and consequential issue of revised LOA, which shall be applied for price reduction.**

**2. RSCL shall finalize the detailed schedule of works (PERT/BAR Chart) for the purpose of monitoring the works within the schedule completion period of the key mile stone activities at the signing of the contract agreement.**

(This form shall be duly filled-up, signed by the bidder & uploaded as an attachment)

## **ANNEXURE – XVII**

### **LIST OF BANKS FROM WHICH BANK GUARANTEE CAN BE**

<b>Annexure-III</b>			
All Financial Transaction Related to the Project must be abide with the Following Instruction			
<b>Category-1(Banks with composite score 50 and above with Brancheds 100 and above)</b>			
As per Govt. of Odisha Finance Department No. 22857 /F Dt.19.08.2021 or any amendment “Selection of Banks for handling business and deposits of State Public Sector Undertakings (SPSUs) and State Level Autonomous Societies (SLASs) for the years 2021-22 followings banks have been selected for handling Business & Deposits (Copy attached) for Ref.:-			
<b>Public Sector Banks</b>		<b>Private sector banks</b>	
1	State Bank of India	14	Axis Bank Ltd
2	Punjab National Bank	15	ICICI Bank
3	UCO Bank	16	Bandhan Bank
4	Union Bank of India	17	HDFC Bank
5	Indian Overseas Bank	<b>RRBs &amp; OSCB</b>	
6	Canara Bank		
7	Indian Bank		
8	Bank of India	15	Odisha Gramya Bank
9	Bank of Baroda	16	Utkal Grameen Bank
10	Central Bank of India	17	Odisha State Co-Op. Bank
<b>Category-II (Bank with composite score 60 and above with Branches 50-99)</b>			
<b>Private Sector Bank</b>		<b>Small Finance Bank</b>	
18	Indusland Bank	19	Suryodaya SFB

## **ANNEXURE – XVIII**

### **AFFIDAVIT OF BIDDER**

BEFORE Sri/ ....., Notary, At-

.....

.....

#### **Affidavit**

WHEREAS the Rourkela Smart City Ltd ., Rourkela(RSCL) has floated its Tender No.....inviting bids from eligible bidder to execute the work of .....

AND WHEREAS M/s.....(briefly "Bidder") has offered its bid on .....in response to the said Tender No.....of RSCL expressing its interest to execute the work as specified therein.

AND WHEREAS the said Tender No..... of RSCL requires the Bidder to solemnly affirm the correctness of the document and information furnished in its bid, so offered to RSCL.

NOW THEREFORE, in response to the requirement, the Tender No..... of RSCL, and having been duly authorized by the Bidder, I Sri/ Mrs. .... aged about ..... years, Son/Daughter/Wife of Sri/Mrs. ...., at present working as..... of M/s..... (The Bidder) do hereby solemnly affirm and state as follows:

1. That I am competent and have been duly authorized by the Bidder M/s..... to swear this affidavit on its behalf.
2. That the documents and information furnished by the Bidder in its bid offered in respect to the said Tender No.....of RSCL are true and correct.
3. That in the event any document and information as furnished by the Bidder in response to the said Tender No of RSCL is found/ considered by RSCL at any time as to be not correct/ wrong, RSCL shall be competent and at liberty without any show cause to the Bidder to terminate its contract/ agreement With the Bidder, if any.
4. The RSCL shall also be competent, without any reference to the Bidder, to black list the Bidder and debar the Bidder from participating in any other Tender of RSCL pursuant to its

consideration/ finding that the Bidder has furnished any incorrect/ wrong document and information tendered/made pursuant to Tender No ..... of RSCL.

.

5. That the affirmation made herein above is/are correct and true and nothing Stated herein is false.

Identified by

**DEPONENT**

**ADVOCATE**



**(Annexure-XIX)**

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